



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Cultivator

#### General Information:

License Number: MC281448  
Original Issued Date: 01/27/2020  
Issued Date: 01/27/2020  
Expiration Date: 01/27/2021

Payment Received: \$1250      Payment Required: \$1250

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Elevated Gardens LLC      Federal Tax Identification Number EIN/TIN: [REDACTED]  
Phone Number: 518-925-8498      Email Address: chrisfazio@elevatedgardensma.com  
Business Address 1: 17 taconic Park Dr      Business Address 2:  
Business City: Pittsfield      Business State: MA      Business Zip Code: 01201  
Mailing Address 1: 33 Crossin Ter      Mailing Address 2:  
Mailing City: Pittsfield      Mailing State: MA      Mailing Zip Code: 01201

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

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

### RMD INFORMATION

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

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control: 100

Role: Executive / Officer

Other Role:

First Name: Christopher

Middle Name:

Last Name: Fazio

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

### CLOSE ASSOCIATES AND MEMBERS

#### Close Associates or Member 1

First Name: Angela

Middle Name:

Last Name: Fazio

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Angela Fazio is a provider of capital for Elevated Gardens. She holds a financial interest in the business without wanting ownership, control or profit from the business.

### CAPITAL RESOURCES - INDIVIDUALS

#### Individual Contributing Capital 1

First Name: Christopher

Middle Name:

Last Name: Fazio

Suffix:

Types of Capital: Other (Specify) Other Type of Capital: Mutual Funds Total Value of the Capital Provided: \$74120 Percentage of Initial Capital: 10

Capital Attestation: Yes

#### Individual Contributing Capital 2

First Name: Angela

Middle Name:

Last Name: Fazio

Suffix:

Types of Capital: Other (Specify), Monetary/ Equity Other Type of Capital: Mutual Funds Total Value of the Capital Provided: \$709753 Percentage of Initial Capital: 90

Capital Attestation: Yes

### CAPITAL RESOURCES - ENTITIES

No records found

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

First Name: Christopher

Middle Name:

Last Name: Fazio

Suffix:

Marijuana Establishment Name: Elevated Gardens LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Pittsfield Marijuana Establishment State: MA

#### Individual 2

First Name: Angela

Middle Name:

Last Name: Fazio

Suffix:

Marijuana Establishment Name: Elevated Gardens LLC Business Type: Marijuana Cultivator

Marijuana Establishment City: Pittsfield Marijuana Establishment State: MA

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 17 Taconic Park Dr

Establishment Address 2:

Establishment City: Pittsfield

Establishment Zip Code: 01201

Approximate square footage of the Establishment: 2400

How many abutters does this property have?: 15

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment: Indoor

### FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet Cultivation Environment: Indoor

### HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category                          | Document Name                            | Type | ID                       | Upload Date |
|--------------------------------------------|------------------------------------------|------|--------------------------|-------------|
| Certification of Host Community Agreement  | Host Community Agreement Certificate.pdf | pdf  | 5b75ab7f18807b2d67c3fa0c | 08/16/2018  |
| Community Outreach Meeting Documentation   | Community Outreach Documentation.pdf     | pdf  | 5bce1af7c4bce20c0e8e2b31 | 10/22/2018  |
| Plan to Remain Compliant with Local Zoning | Zoning Compliance Plan.pdf               | pdf  | 5cd9ca55622b7c1357f6d58f | 05/13/2019  |

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 | Positive Impact Plan.pdf | pdf  | 5d59509938be9e227ac508ad | 08/18/2019  |

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Christopher

Middle Name: Last Name: Fazio Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### Individual Background Information 2

Role: Other (specify)

Other Role: Provider of Capital

First Name: Angela

Middle Name: Last Name: Fazio Suffix:

RMD Association: Not associated with an RMD

Background Question: no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

## MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category                                        | Document Name                                                                            | Type | ID                       | Upload Date |
|----------------------------------------------------------|------------------------------------------------------------------------------------------|------|--------------------------|-------------|
| Secretary of Commonwealth - Certificate of Good Standing | Certificate of Good Standing from the Secretary of the Commonwealth of Massachusetts.pdf | pdf  | 5b27dd6a07462b5064379ed7 | 06/18/2018  |
| Department of Revenue - Certificate of Good standing     | Certificate of Good Standing from the Massachusetts Department of Revenue.pdf            | pdf  | 5b27dfa6db987f505ab29c01 | 06/18/2018  |
| Articles of Organization                                 | Certificate of Organization for ELEVATED GARDENS LLC.pdf                                 | pdf  | 5b27e00f61b87343dda3033b | 06/18/2018  |
| Bylaws                                                   | Elevated Gardens Bylaws.pdf                                                              | pdf  | 5b55f21ea208e331ed151c31 | 07/23/2018  |

No documents uploaded

Massachusetts Business Identification Number: 001331077

Doing-Business-As Name:

DBA Registration City: Pittsfield

## BUSINESS PLAN

Business Plan Documentation:

| Document Category            | Document Name                          | Type | ID                       | Upload Date |
|------------------------------|----------------------------------------|------|--------------------------|-------------|
| Plan for Liability Insurance | Elevated Gardens Insurance Program.PDF | pdf  | 5b9588f58d67cc394b81cdec | 09/09/2018  |
| Proposed Timeline            | Proposed Timeline .pdf                 | pdf  | 5bb41f0d44729d4c55919b06 | 10/02/2018  |
| Business Plan                | Elevated_Gardens_Business_Plan .pdf    | pdf  | 5bca13283fbe330c461d26ea | 10/19/2018  |

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category                                              | Document Name                                       | Type | ID                       | Upload Date |
|----------------------------------------------------------------|-----------------------------------------------------|------|--------------------------|-------------|
| Policies and Procedures for cultivating.                       | Policies and Procedures for Cultivation.pdf         | pdf  | 5b95858103a477392d0a4442 | 09/09/2018  |
| Separating recreational from medical operations, if applicable | Separating Recreational from Medical operations.pdf | pdf  | 5b958596aa953e3937b5b41d | 09/09/2018  |
| Restricting Access to age 21 and older                         | Restricting Access to age 21 or older.pdf           | pdf  | 5b9585ae37742339413954c6 | 09/09/2018  |
| Security plan                                                  | Security Plan.pdf                                   | pdf  | 5b9585bd8d67cc394b81cde4 | 09/09/2018  |
| Prevention of diversion                                        | Prevention of Diversion.pdf                         | pdf  | 5b9585cdda72283955c61f74 | 09/09/2018  |
| Storage of marijuana                                           | Storage of Marijuana.pdf                            | pdf  | 5b9585de3f9f81395f136f7e | 09/09/2018  |
| Transportation of marijuana                                    | Transportation of Marijuana.pdf                     | pdf  | 5b9585eab60ce4391d87ff78 | 09/09/2018  |
| Inventory procedures                                           | Inventory Procedures.pdf                            | pdf  | 5b9586025a6f093923e512b7 | 09/09/2018  |
| Dispensing procedures                                          | Dispensing Procedures.pdf                           | pdf  | 5b958627aa953e3937b5b421 | 09/09/2018  |
| Record Keeping procedures                                      | Record Keeping Procedures.pdf                       | pdf  | 5b9586488d67cc394b81cde8 | 09/09/2018  |
| Qualifications and training                                    | Qualifications and Training.pdf                     | pdf  | 5b958671b60ce4391d87ff7c | 09/09/2018  |
| Quality control and testing                                    | Quality Control & Testing.pdf                       | pdf  | 5ce1fa1741a4321320f254fd | 05/19/2019  |

|                                                |                                            |     |                          |            |
|------------------------------------------------|--------------------------------------------|-----|--------------------------|------------|
| Personnel policies including background checks | Personnel Policies & Background Checks.pdf | pdf | 5ce20713c70e2b132b3122c9 | 05/19/2019 |
| Maintaining of financial records               | Maintaining of Financial Records.pdf       | pdf | 5d2f456c661463387192239c | 07/17/2019 |
| Diversity plan                                 | Diversity Plan.pdf                         | pdf | 5e0e3c4f38abaf57497abba9 | 01/02/2020 |

#### ATTESTATIONS

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

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

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

Notification: I Understand

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

I 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: 9:00 AM    | Monday To: 8:00 PM    |
| Tuesday From: 9:00 AM   | Tuesday To: 8:00 PM   |
| Wednesday From: 9:00 AM | Wednesday To: 8:00 PM |
| Thursday From: 9:00 AM  | Thursday To: 8:00 PM  |
| Friday From: 9:00 AM    | Friday To: 8:00 PM    |
| Saturday From: 9:00 AM  | Saturday To: 8:00 PM  |
| Sunday From: 10:00 AM   | Sunday To: 6:00 PM    |

# ELEVATED



## GARDENS

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Business Plan

**2018**

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# EXECUTIVE SUMMARY

## Company Summary

Elevated Gardens LLC, is a cannabis cultivation facility that will be located in Pittsfield, Massachusetts. It is our goal to provide clean, high quality, artisanal cannabis to licensed retailers in the state of Massachusetts. The cannabis that we produce will be cultivated to maximize terpene and cannabinoid expression. Elevated Gardens will build a team of individuals that will successfully accomplish the goals of the company.

## Operating Plan

Elevated Gardens is a new cannabis cultivation company applying to join the cannabis industry in Massachusetts. Elevated Gardens is applying for a Tier 1 cultivation license and intends to fulfill the demand for craft cannabis within the cannabis industry. Elevated Gardens will be utilizing proven cultivation techniques to produce and maintain the highest genetic expression. This facility will be equipped with state-of-the-art technology that features a security system, environmental control, LED lighting, seed-to-sale tracking, air purification, and a transporting vehicle for the delivery of finished marijuana. Operations are planned to begin in February 2019, with sales beginning in August 2019.

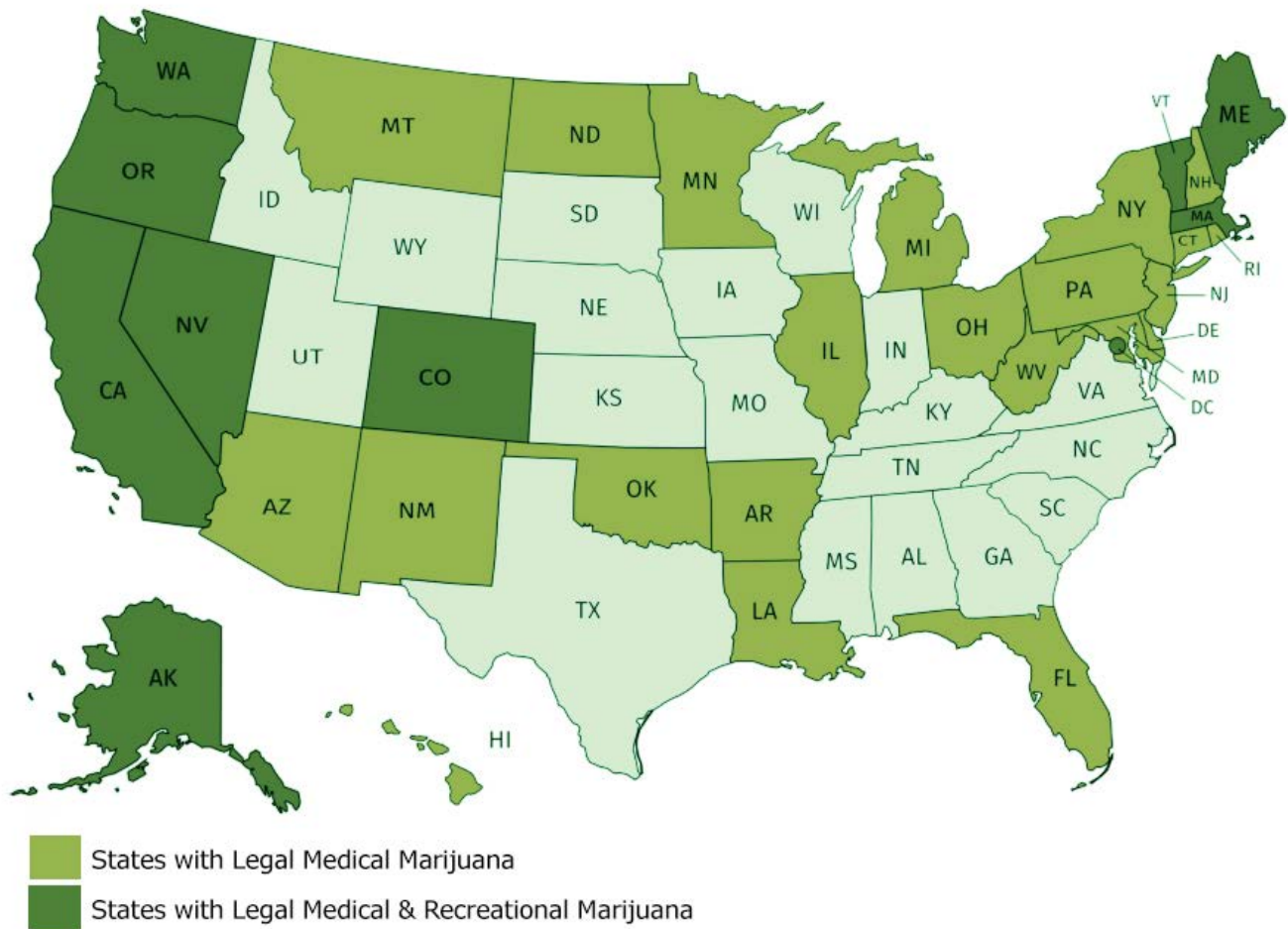
## Market Overview

According to reports, more than 60% of the U.S. population now lives in states that have legalized some form of marijuana use and sales. This shows the rising acceptance of cannabis nationwide and the industries immense potential for future growth. Given that there is an increase in public acceptance, there is still significant risk to investing in an industry whose product remains illegal under federal law. The future of cannabis is dependent on whether or not its status as a federally illegal schedule I substance changes in the future. Even after Attorney General Jeff Sessions rescinded the Cole Memo, there has been great support from the Democratic and Republican parties. Massachusetts Senator Elizabeth Warren and Colorado Senator Cory Gardner have become the leaders in the marijuana movement in Washington. They are both the original sponsors of The Strengthening the Tenth Amendment Through Entrusting States (STATES) Act, which is a bill that would end the outright ban on marijuana by allowing each state to decide on their own marijuana policies.



## Marijuana use in the U.S.

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### Sales and Marketing

Elevated Gardens plans to target licensed retailers in the state of Massachusetts who want to supply high quality cannabis flowers. We believe our product will stand out to these retailers because of our cultivation practices and choice to use all natural amendments, free of animal byproducts or pesticides. We know that we will reach this targeted audience, as more people are carefully choosing what they consume and supporting ethical companies. We will be utilizing specific forms of marketing that will increase our customer awareness, while avoiding advertising that targets people under the age of 21.

### Products and services

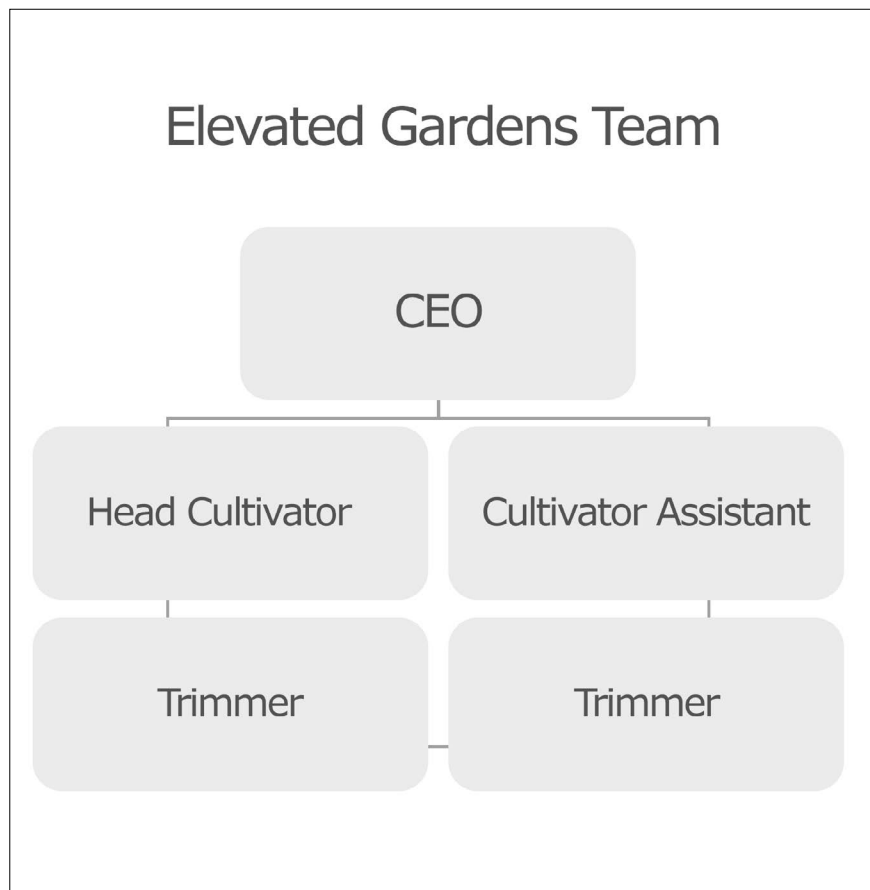
It is Elevated Gardens responsibility to supply licensed retailers in the state of Massachusetts with a consistent product. All of our cultivars will be cultivated to produce the highest cannabinoid and terpene expression. We will ensure that all of our varieties are hand selected and cultivated with the utmost care. This will provide retailers with a selection of cannabis flowers to provide to their customers. These cultivars will contain various amounts of THC, CBD, CBN, and a variety of terpenes. Elevated Gardens plans to cultivate 90 flowering plants and 180 vegetative plants at one time. Each harvest will be staggered to ensure consistent production. All cannabis flowers will be dried and properly cured before being packaged. Packaged marijuana will be properly labeled and stored until

time for sale. Elevated Gardens will provide its own form of transportation for the delivery of finished marijuana.

## Management Team

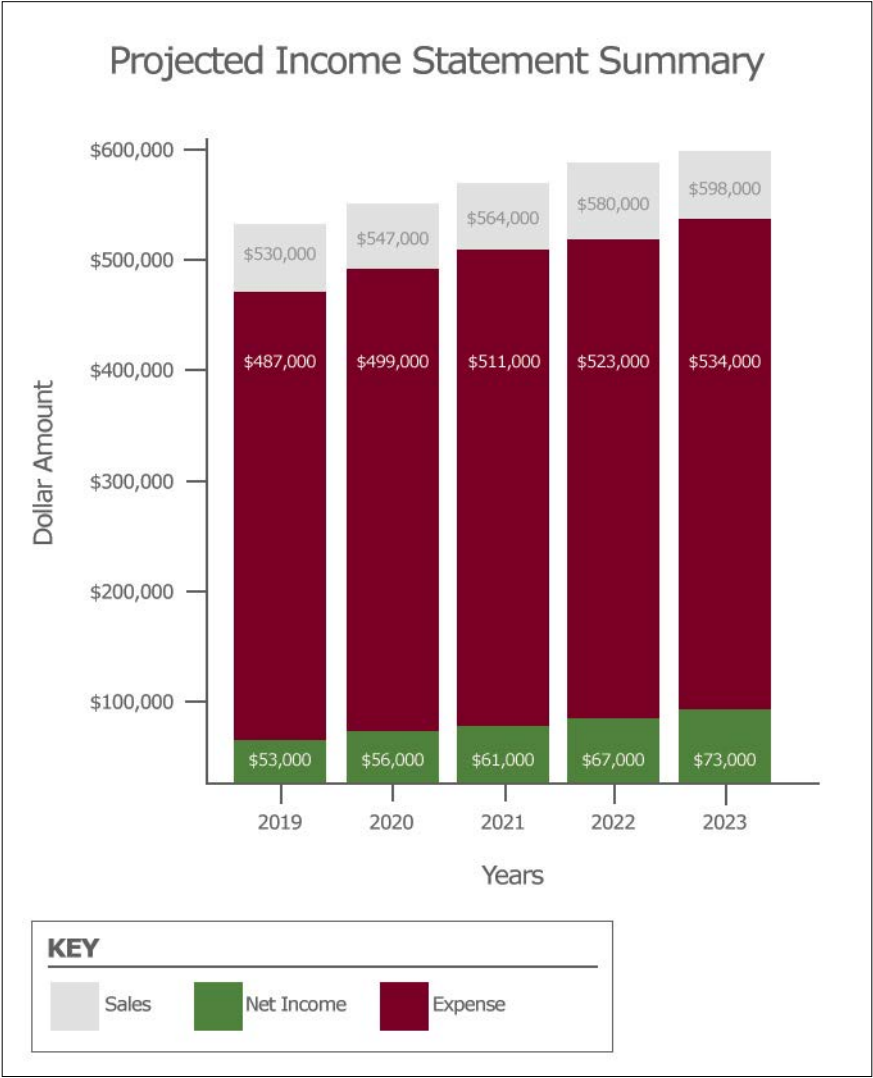
As the owner of Elevated Gardens, cannabis has always been my passion and I have always wanted to establish myself within the cannabis industry. Through years of studies and progression, I have learned what it takes to be a successful cannabis cultivator.

Elevated Gardens will develop a team of qualified individuals who we think will flourish within the company and achieve overall success. Our plan is to recruit one head cultivator, one cultivator assistant, and 2-4 part-time trimming employees. All employees will be trained on various cultivation techniques, which will strengthen their skills within cannabis industry. Elevated Gardens will be consulting with a local industry leader who will assist with the technical details of starting up a business in the cannabis industry. Areas where we will receive consultation are including but not limited to floor plan design, technology recommendations, and cultivation practices. We also plan to partner with engineers and specialized technicians who will assist with the development of the facility.



# Financial Plan Projections

The total investment required to begin operations is approximately, \$265,000. Initial investments will cover start-up costs until profit stability is achieved. The following graph projects sales, total expenses, and net income from 2019-2023.



## BUSINESS OVERVIEW

Elevated Gardens is a tier 1 Cultivation Facility located at 17 Taconic Park Dr, Pittsfield, MA. Our 2,400 square foot facility will produce high quality cannabis for licensed retailers in the state of Massachusetts. Our business will have its own transportation vehicle, which will be used to transport cannabis to the laboratory for testing and to retailers for sale.

It is our goal to produce a variety of high cannabinoid and terpene cultivars. This will give our retailers a diverse selection of product to choose from. All of our finished marijuana will be tested by a independent testing laboratory before being

sold. The cultivation facility will be designed with state of the art technology that features a security system, LED lighting, full environmental control, seed-to-sale tracking software, and a air filtration system.

## **Objectives**

- Year 1 - Secure licensing for cultivation in the state of Massachusetts
- Year 2 - Successfully cultivate and brand our varieties of cannabis
- Year 3 - Brand and distribute our product line throughout Massachusetts
- Year 4 - Establish retail licensing in the state of Massachusetts
- Year 5 - Establish manufacturing licensing
- Year 6 - Secure licensing in other states
- Year 7 - Elevated Gardens is established in two different states

## **Main Goals**

- Own and operate a cannabis cultivation facility in the state of Massachusetts.
- Build a successful cultivation facility and recognizable brand.
- Remain fully complaint with state and local municipalities.
- Create a friendly workplace environment.

## **Mission**

To provide a consistent source of artisanal cannabis, while reducing our carbon footprint.

## **Main objective**

Getting approved by the Cannabis Control Commission, so we can fulfill our mission and goals.

# **OPERATING PLAN**

## **Cultivation**

Elevated Gardens will be sustaining a 2,400 sqft cultivation facility that will produce up to 200 lbs of cannabis per year. We will be harvesting once every month to allow for a perpetual cycle of multiple cannabis varieties. In order to develop a state-of-the-art cultivation facility, Elevated Gardens intends to provide as much start-up capital as needed. We believe that reducing start-up cost for a cultivation facility is not the best idea. The technology that we are using is very expensive, but in return we are looking to produce high quality cannabis at a sustainable and efficient rate. We will be using modern LED lighting and a state-of-the-art environmental controller to ensure a consistent product, while lowering our carbon footprint.

Elevated Gardens is taking the extra step to cultivate cannabis in soil, using an automated watering system. It has been proven time after time that growing cannabis in a well fortified soil increases cannabinoid and terpene production. We will be using a 1:1 soil mixture that will provide good water

retention and enough air flow to provide a balanced environment for the roots.

The Elevated Gardens Cultivation Facility will be designed and constructed to maximize production efficiency while ensuring a quality product. We will use modern technology and proven cultivation techniques to provide a safe and clean product for licensed retailers. The facility will have various cultivating areas designated to specific stages of production. The vegetative room is where plants will start their lives as seeds or clones. This is where they can mature to become strong and healthy for the next phase of production. Once the vegetative plants have become mature, it is time for them to be moved into the flowering room. The flowering room will have a specific photoperiod that allows the plants to bloom and produce flowers. Once the plants reach peak maturity, it is time to harvest and prepare for processing. Flowers will be hand trimmed of any extra foliage and then hung in the dry room. Plants will stay in the dry room between ten and fourteen days, before being cured. After the product has cured, samples will be sent to an independent testing laboratory for a full spectrum screening. Once the product has passed the screening, it will then be ready for sale to licensed retailers. All forms of product will be immediately entered into Elevated Gardens seed-to-sale tracking software to ensure accurate and consistent tracking throughout the entire process.

Elevated Gardens will be propagating a curated selection of different cultivars that will contain various types of cannabinoids and terpenes. These varieties have been tested by an independent testing laboratory, showing a substantial amount of THC, CBD, CBG and other various amounts of terpenes. It is our goal to maintain a variety of cultivars for retailers to choose from. These varieties will be held as mothers in the vegetative room for future cloning. Rooting will then be induced to provide for the next cycle.

As a cultivator, Elevated Gardens will be using state-of-the-art-technology that will allow us to create a consistent product while reducing our risk of contamination from pest and diseases. Our facility will be designed and constructed with insulated metal panels, environmental controllers, rolling tables, LED lighting, and a state-of-the-art-security system. We will be using a real time seed-to-sale software program to track every plant, seed, and clone in all phases of development. We will be partnering with a Independent Testing Laboratory to ensure that all of our products are tested, and free from contaminants, before being sold to retailers. The cultivation facility will be constructed with insulated metal panels that contain high R rated values of insulation. These panels will provide a insulated barrier inside the facility that will allow us to efficiently maintain a proper cultivating environment using less energy. Elevated Gardens will be using rolling tables to maximize our growing space more efficiently. These rolling tables will provide 50% more plant space while eliminating the need for dedicated aisles.

## **Environmental Controller**

Elevated Gardens will be using a Agrowtek environmental controller to maintain all environments within the facility. The Agrowtek environmental controller allows us to control 4 separate zones, while maintaining different

environments for all phases of production. This controller will be connected to our HVAC system, dehumidifiers, air circulation, lights and watering pumps. This system comes with a daily log monitoring system that will allow us to monitor any change in environment, and to take the necessary action to maintain a consistent environment. This ensures that the plants are receiving a proper environment for each phase of production. Full environmental control is very important when trying to cultivate a consistent product. Maintaining a consistent environment can also prevent pest and disease from developing.

## **LED Lighting**

The cultivation facility will be illuminated with Fluence Bioengineering LED lighting systems. These LED's are designed to provide high levels of full spectrum light that optimize plant growth and increase yields, while consuming less energy than standard commercial lighting. Studies have shown that Fluence LED solutions have increased cannabinoid and terpene production in multiple varieties of cannabis. This is important to Elevated Gardens since our goal is to provide consistent high cannabinoid and terpene varieties, while reducing our carbon footprint. Fluence LED's allow us to meet our goals while optimizing plant growth, HVAC system designs, and enhancing the genetic expression of different varieties of cannabis.

## **Seed-to-Sale Tracking**

Elevated Gardens will be partnering with a real time seed-to-sale tracking software company that will be approved by the commission and compliant within the cannabis industry. This tracking software will allow us to monitor all phases of processing and inventory records. Every phase of plant development will be tracked in real time such as propagation, vegetation, flowering, and all marijuana products that are ready for dispensing or contaminated marijuana that is damaged, defective, expired, or waiting for disposal. All marijuana plants and products will be linked to our seed-to-sale tracking software. Every plant will be RFID tagged and tracked during all phases of production, including up to the final sale of marijuana. This will allow us to provide yield forecasting, custom workflows, monitor plant applications, and harvest data to optimize future yields. This software will automatically report required data to state systems, track waste, transport manifests with all required information, and customize compliant labels. Establishment agents will use a portable scanning device linked to our seed-to-sale tracking software. Agents will be able to take this device to any area in the facility to track all inventory and stages of plant production. Establishment agents will be trained to use the seed-to-sale tracking software to ensure proper inventory procedures.

## **Quality Control**

In a cultivation facility, pest and disease are the biggest threat to the plants and growers. One infestation from a pest or a fungus outbreak could completely destroy an entire crop. This is why it is most important to have an Integrated Pest Management (IPM) strategy that will prevent the risk of contamination. The use

of predator bugs and biological controls, is a preventative measure taken to ensure that we don't have a pest contamination. We will also be using HEPA filters throughout the facility to prevent the contamination of mold and fungi spores. All products will be lab tested to identify any contamination of pesticides, fungus, molds, bacterial viruses and any other form of contaminate that would be harmful for consumption. We will be working with an independent testing laboratory to test our final product before its sold to licensed retailers. This will ensure that our growing methods and environment are working properly to prevent contamination. Our growing methods have previously passed all contaminate screenings tested by MRC Labs. We will be mandating these techniques in the cultivation facility to ensure that we have a quality product for licensed retailers of the Commonwealth.

## **Security**

Elevated Gardens understands that security is the most important part in ensuring safety of employees, assets, and the facility. We are working with our local law enforcement officials and Berkshire Alarms to maintain a safe workplace environment at the cultivation facility. Elevated Gardens will have a state-of-the-art security system that will deter and prevent any unauthorized access or theft at the cultivation facility.

### **Security System**

- Perimeter Alarm that will prevent unauthorized access of any door, window or other points of entry.
- Panic Alarm, that is directly connected to local law enforcement, incase of an emergency, hostile intruder, or criminal trespassing.
- Failure notification systems that will provide a alert via text, email, within 5 minutes after any type of security failure.
- Video cameras in all areas that contain marijuana, all points of entry and exit, and in parking areas.
- Cameras will be directed at all safes, storage, and in all areas where marijuana is being cultivated, harvested, processed, or handled.
- 24 hour recordings will be retained for at least 90 days, and will be made available for immediate viewing by the Commission.
- The surveillance system will have a back up battery to remain operational during a power outage.
- Provide clear and color video in 720p video quality.

### **Limited Access**

- Limited Access Signs posted at all entrances, exits, walls, partitions, and on all areas inside the production facility, including vegetation, flowering, processing, storage and disposal areas.
- Employees identification cards will gain employees access to limited access areas.
- This ID card and the mobile panic alarm must be with employees at all times.

- All finished products will be stored in a vault or safe inside the secured storage area.
- Limited access will be authorized to this area to prevent theft, diversion, or loss of product.

## **Employee Identification**

Elevated Gardens will omit the use of keys and put to use an electronic employee identification card. This identification card will gain employees access to limited access areas within the cultivation facility. This card must stay with the establishment agents and must be made visible at all times while at the establishment and during transportation. The employee identification card, will only have authorized access during working hours. In order to prevent diversion, theft, or loss of marijuana products, access to the storage area will be electronically authorized and monitored by the CEO of Elevated Gardens through the employee identification card. Access to the safe and storage area will only be granted to employees when it's the actual time to remove or replace marijuana. All cards will be returned to their secure locations at the end of each shift to ensure safe storage.

## **Storage**

Elevated Gardens will properly store all finished marijuana in a environmentally controlled storage area with proper lighting, ventilation, temperature, and humidity to prevent the damaging or deterioration of any finished marijuana. All finished marijuana products will be stored in a secure locked safe or vault inside the storage area. All safes and vaults will be locked, except for when it's the actual time to remove or replace marijuana. We will have a separate storage area, specifically for cannabis that may be outdated, damaged, deteriorated, mislabeled, contaminated, or whose containers or packaging may have been opened or breached, until such products are destroyed. Elevated Gardens will ensure that our storage room stays cool and dry even through the hot summer months. The storage area will be monitored 24 hours a day with accurate temperature and humidity control to maintain proper storage. Our storage areas will be maintained in a clean and orderly fashion. These areas will be free from the infestation of insects, rodents, and pest.

## **Transportation**

Elevated Gardens will be using our own company vehicle strictly for the transportation of finished cannabis. Our transporting vehicle will be equipped with an alarm system, built in GPS monitoring, and a locked storage compartment for the marijuana products. The storage compartment will not be visible from the outside of the vehicle and will be permanently secured to the vehicle so that it cannot be easily removed. The vehicle will maintain a controlled temperature to prevent damage to the product during transportation. A manifest will be prepared for all marijuana products that are being transported.



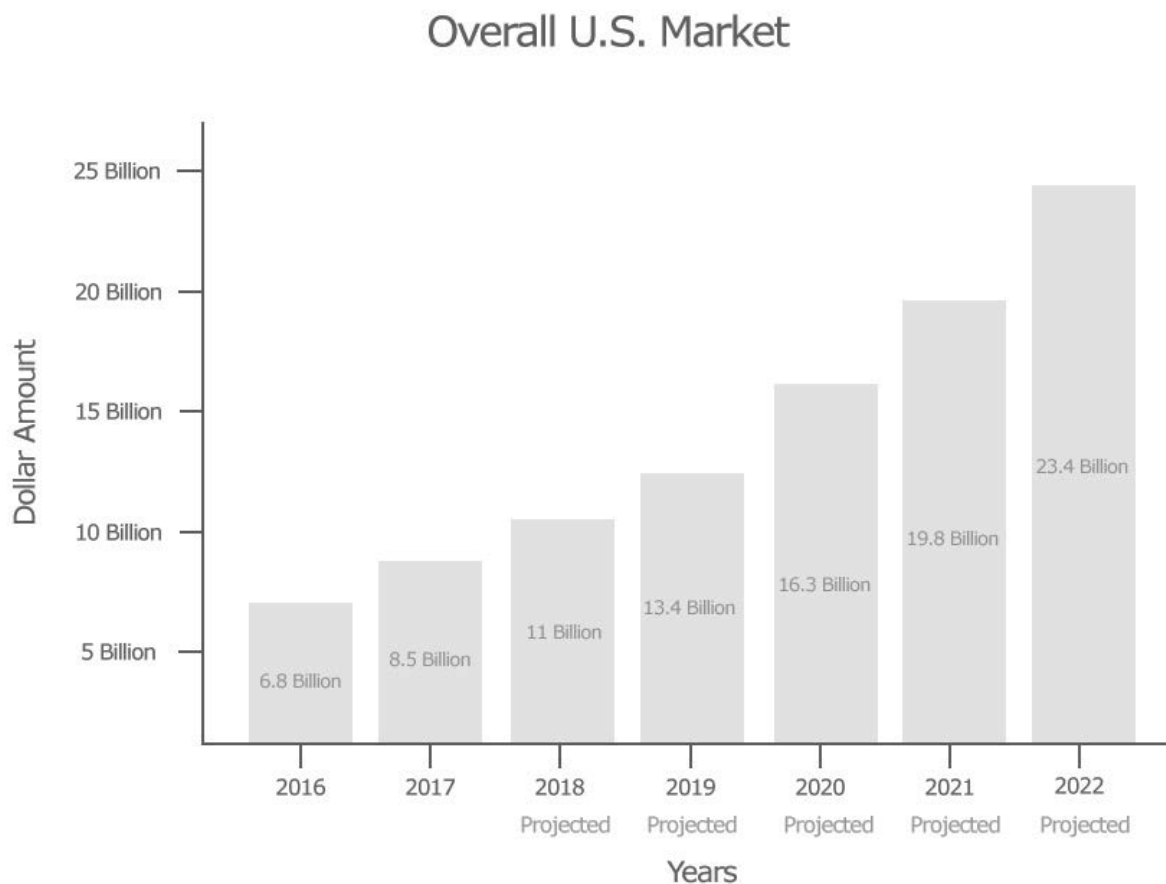
# MARKET ANALYSIS

## Market Overview

Since 1970, cannabis has been made illegal under federal law. But now, more than 60% of the U.S have legalized it in some form. As of August 2018, more than half of the United States have been operating under a medical program. Alaska, California, Colorado, Maine, Massachusetts, Nevada, Oregon, Washington, Vermont, and the country's capital have all legalized for recreational use.

According to Arcview Market Research and BDS Analytics, legal cannabis sales in the United States were \$8.5 billion in 2017, showing growth of 31% for that year. The U.S. legal cannabis market is on track to grow by an average of 22% annually through 2022. This leads to nearly \$23.4 billion in annual sales.

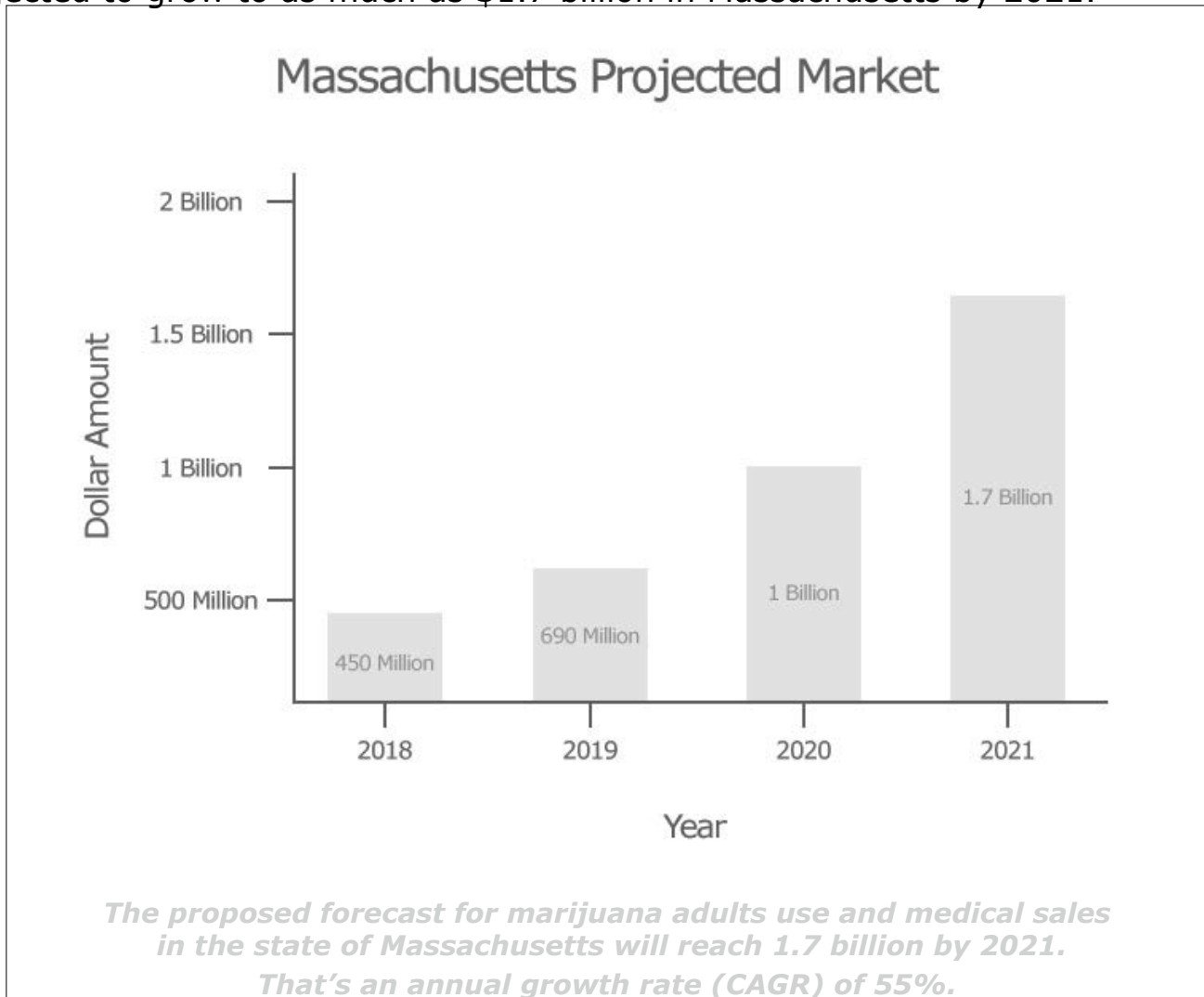
The market has proven to be consistently successful over the past few years and as new legislation continues, the public opinion on cannabis has been more positive than ever. This presents the future of cannabis to be even more lucrative as more positive developments take place.



*According to the cannabis research firm Arcview Market Research, the overall market projection for legal adult use and medical sales in the U.S. will reach 23.4 billion by 2022. That's an annual growth rate (CAGR) of 22%.*

## Target Market

In 2012, Massachusetts became the 18th state to legalize medical marijuana. In December 2016, 53% of voters in Massachusetts approved cannabis for recreational use, making it one of the first states on the east coast. With the introduction of recreational marijuana sales, the industry is projected to have a significant impact on the Massachusetts economy. Analysts forecast \$450 million in marijuana sales in Massachusetts in 2018. Under this projection, marijuana sales would generate \$90 million in taxes. Total annual sales are projected to grow to as much as \$1.7 billion in Massachusetts by 2021.

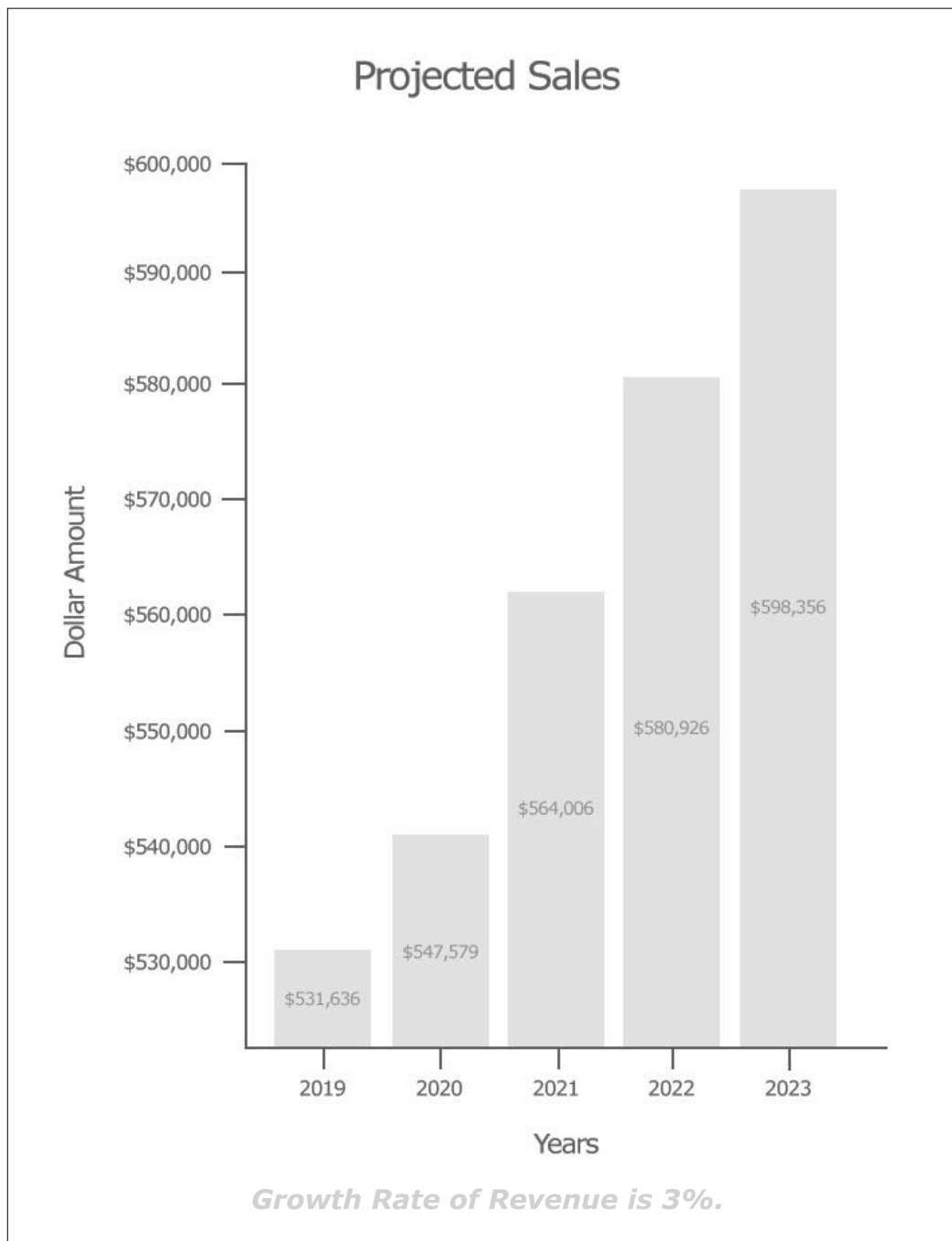


According to a state legislative report released to the public in July, reports have shown that 21% of all Massachusetts residents admitted to smoking marijuana in June 2018. That's a large increase from the 12% of Massachusetts residents who admitted to smoking marijuana in the previous statewide survey. Broken down by region, Western Massachusetts saw the "highest prevalence" of marijuana use, according to the state Department of Public Health study. With nearly 7 million people in the state of Massachusetts, licensed retailers have the opportunity to serve this growing demand.

# SALES AND MARKETING

## Sales forecast

As the beginning of production is proposed to start in February 2019, sales are projected to begin in August 2019 and will significantly increase by the second year. Elevated Gardens intends to harvest 15-20 lbs of finished cannabis every month. We are projecting the average price per pound to be about \$2,000-\$2,500. Below is our projected revenue based on the median price per pound and weight per plant.



Throughout the cannabis industry, finding high quality cannabis is hard to come by. Large commercial cultivators are forced to use conventional growing methods to maintain such a large operation. Using these methods for growing, reduces the potential for varieties of cannabis to express its true genetic makeup. It is well known in the cannabis community, that growing in high quality soil, using organic amendments, is the best way for a cannabis plant to express its full cannabinoid and terpene profile. That's why we have decided to cultivate our cannabis in a well fortified soil, using plant based amendments. It is our goal to create some of the highest quality cannabis for our retailers. Elevated Gardens will be using full spectrum LED lights that will deliver the entire spectrum of light that imitates our sun. Due to the high cost of LED lighting, many large commercial cultivators are reducing their start up cost by using HPS fixtures. High Pressure Sodium Light (HPS) fixtures only emit a certain wavelength of light. Unlike HPS, LED lights offer a full spectrum of light that has shown to increase potency, and overall quality of the plant. Elevated Gardens will be using LED lights to develop higher quantities of cannabinoids and terpenes. This will produce a product with a stronger effect and flavor profile compared to flowers that are cultivated under a HPS light. As a cultivator, this is our strategy of how we will gain a competitive edge over the competition. We are focusing on increasing the overall quality of the plant, which in return will provide us with high quality cannabis for our retailers.

## **Marketing Plan**

### **Marketing Goals**

Elevated Gardens marketing goal is to gain exposure and increase sales. We plan to accomplish our marketing goal by implementing various strategies and tactics.

### **Target Audience - Massachusetts Cannabis Retailers**

Since we are located in Western Massachusetts, our first priority would be to first serve our local retailers and then direct our sales toward retailers across the state. Broken down by region, Western Massachusetts showed to have the "highest prevalence" of marijuana use, according to the state Department of Public Health study. This study shows that our local retailers are a great opportunity for us to accomplish our goals. As of July 2018, there are 38 registered medical dispensaries approved for selling marijuana and 52,536 active patients, According to mass.gov. For the fiscal year ended June 30, 2017, registered marijuana dispensaries (RMD's) sold 203,401 ounces of medical marijuana. There were also 12 approved RMD's as of Oct. 31, 2017, with another 110 RMD's in various stages of the application and approval process. A new study from the department of health showed that the highest proportion of marijuana use was among people 18 to 20 years of age (54.4 percent) and 21 to 25 years of age (49.1 percent). In order to target this sector of the market we will direct our marketing strategies that will best target this audience.

## SWOT Analysis

| S                                                                                                                                                                                                                             | W                                                                                                                                                                                                                                                   | O                                                                                                                                                                                                                                                  | T                                                                                                                                                                                                                                           |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| STRENGTHS                                                                                                                                                                                                                     | WEAKNESS                                                                                                                                                                                                                                            | OPPORTUNITY                                                                                                                                                                                                                                        | THREATS                                                                                                                                                                                                                                     |
| <ul style="list-style-type: none"><li>◦ A growing style that is proven to work</li><li>◦ Quality genetics</li><li>◦ Higher potency</li><li>◦ Efficient lighting</li><li>◦ Reducing energy usage and production time</li></ul> | <ul style="list-style-type: none"><li>◦ Less experience growing in a commercial environment</li><li>◦ lower rates of production</li><li>◦ Smaller budget</li><li>◦ No banking System</li><li>◦ Difficulties finding experienced employees</li></ul> | <ul style="list-style-type: none"><li>◦ Fast growing Industry</li><li>◦ Legalization</li><li>◦ Cooperative municipality</li><li>◦ Established industry contacts</li><li>◦ Relatively new market</li><li>◦ Potential to purchase building</li></ul> | <ul style="list-style-type: none"><li>◦ Enforcement of Federal Law</li><li>◦ Drop in wholesale pricing</li><li>◦ Local laws changing</li><li>◦ Many competitors</li><li>◦ Potential pests</li><li>◦ Disease</li><li>◦ Human error</li></ul> |

## Marketing strategies and tactics

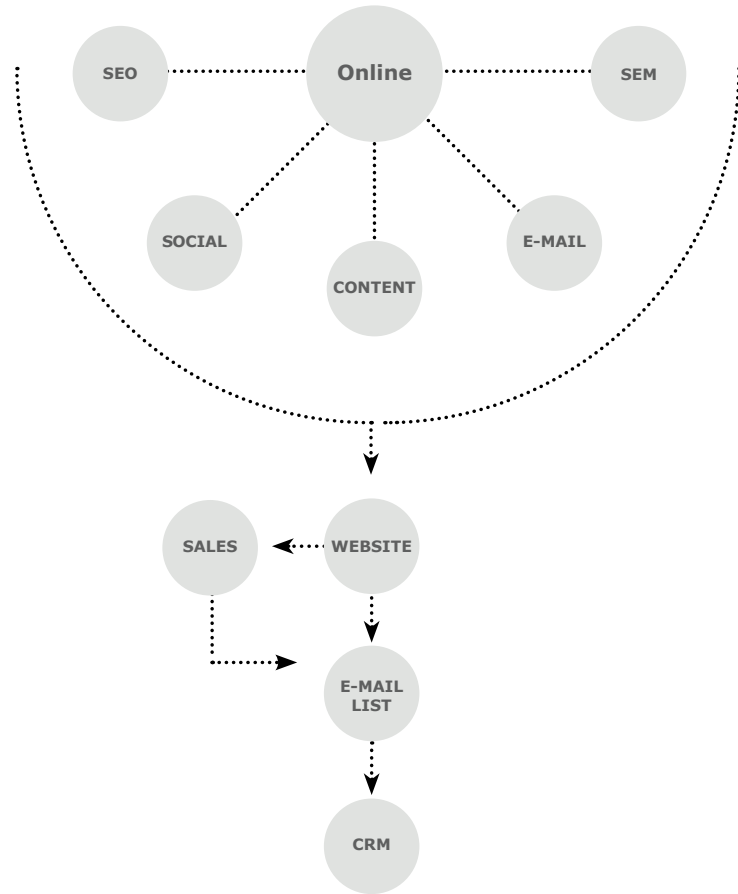
Since cannabis is still illegal under federal law, state governments and social media platforms have developed strict rules on how marijuana businesses can advertise their products. While complying with state and federal laws, Elevated Gardens has developed strategies and tactics that will allow us to advertise to our target market.

We will be meeting directly with retail buyers and dispensary management to provide a direct contact with our retailers.

## Marketing Strategies Include:

- Meeting with dispensary management
- Instagram engagement with company profile
- Industry events and conferences
- Video content creation
- Community engagement
- Workshops
- Promotional advertising directly through platforms such as:
  - weedmaps.com
  - leafly.com
  - Company website and blog
  - Podcast sponsorships
  - Magazine advertisements

## Internet Marketing Funnel:



## Measurement

Elevated Gardens will perform weekly deep dives using the dashboard analytics which will allow us to understand our advertising data. We also plan to measure our marketing strategies through brand awareness, social engagement, and sales metrics.

## Brand awareness

Monitor website traffic, monitor social media views, marketing metrics (Google Analytics), search engine traffic, website analytics.

## Social Engagement

Comments, likes, shares, tweets, forwards, customer feedback from online surveys.

## Lead Generation

Form completions, email subscriptions, blog subscriptions.

## Sales

Manual reporting.

## PRODUCTS AND SERVICES

Elevated Gardens will be cultivating unique varieties of cannabis that contain various amounts of cannabinoids and terpenes. The chosen cultivars will provide retailers with a selection of cannabis to fulfill their customer demand. Varieties that will begin production are, Cinderella 99, Great White Haze, Lemon Diesel, Grimmdog, 187, and Sis Skunk. We plan to lead sales with Lemon Diesel. This is a Lemon G hybrid that produces incredible flavor with total active cannabinoids testing from 28-32%. This cultivar produces lemon/citrus flavors giving it the name Lemon Diesel. The effects of this strain allows the user to feel alert and functional. This is due to unique combination of terpenes and cannabinoids. Our other leading cultivar is named The Great White Haze. Test results of the Great White Haze have shown high amounts of the terpene called myrcene and nearly 3% of CBG. These different active cannabinoids and terpenes are amazing because they help aid in bone growth and are often used as a preventative cancer treatment.

Overall, the varieties explained above, contain elements that retailers are looking for. We will be able to provide varieties that have high levels of THC while other varieties contain unique flavors that satisfy the pallet. Elevated Gardens will assure that we will provide retailers with a vast variety of high quality cannabis. So, whether or not a consumer just wants a heavy effect or they are looking for something more functional and flavorful, Elevated Gardens has a variety of cultivars for all retailers to choose from.

## MANAGEMENT TEAM

Elevated Gardens will develop a team of professionally qualified individuals to ensure that we meet our goals. Elevated Gardens will provide fair compensation, and benefits such as health insurance, paid time off, overtime, performance bonuses, and workers compensation coverage. We promote a friendly work environment and we will not tolerate any form of harassment, discrimination, or intimidation. Elevated Gardens will assist establishment agents in meeting their career goals through training programs, promoting a positive environment, research, leadership roles, stretch assignments, and addressing employee challenges.

| Salary Projections |          |          |          |          |          |           |
|--------------------|----------|----------|----------|----------|----------|-----------|
|                    | Q1 Y1    | Q2 Y1    | Q3 Y1    | Q4 Y1    | Year 1   | Year 2    |
| Cultivation        |          |          |          |          |          |           |
| Employees          | 1        | 2        | 3        | 4        | 4        | 4         |
| Salaries           | \$12,500 | \$22,500 | \$27,200 | \$32,000 | \$94,200 | \$131,600 |

## **CEO/COO**

- Managing overall operations and resources
- Maintaining the company's mission and goals
- Develop staffing programs
- Manage employees
- Establish policies
- Evaluate employee and company performance

## **Head Cultivator - \$40,000-\$50,000 Salary**

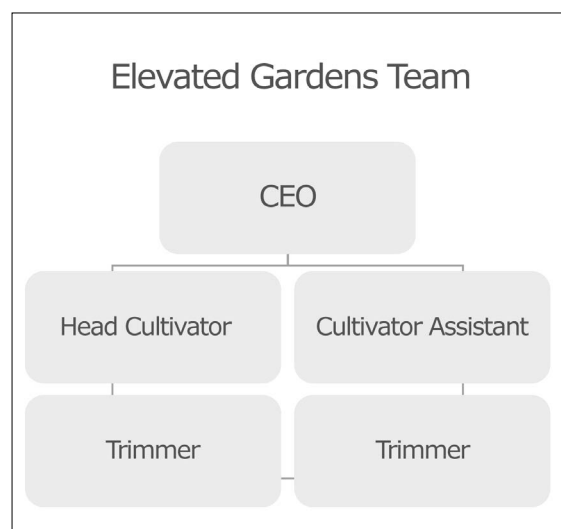
- Manage and maintaining all phases of plant development
- Follow company policies and procedures
- Maintaining compliance with state regulations
- Supervising cultivator assistants
- Identify and treat infestation, toxicity and deficiency issues
- Track inventory using seed-to-sale software

## **Cultivator Assistant - \$30,000-\$40,000 Salary**

- Maintain nutrient schedule
- Assisting the head cultivator with all aspects of cultivation
- Observe plant development and nutrient schedule to determine optimal conditions
- Record environmental conditions such as temperature, humidity, and any other information requested by the head cultivator

## **Packaging/Trimmers - \$15-20/hr**

- Efficiently trim and de-fan plants of excessive leaf material
- Responsible for accurately weighing and recording weights
- Responsible for maintaining quality product
- Communicate known issues to management to ensure smooth flow of operations within the company
- Responsible for maintaining the cleanliness of the processing and dry areas
- Ability to sit and focus for long periods of time





# FINANCIAL PLAN

## ELEVATED GARDENS LLC BALANCE SHEET

### ASSETS

|                                        | <u>2019</u>       | <u>2020</u>       | <u>2021</u>       | <u>2022</u>       | <u>2023</u>       |
|----------------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Current Assets</b>                  |                   |                   |                   |                   |                   |
| Cash                                   | \$ 87,306         | \$ 147,367        | \$ 269,165        | \$ 458,192        | \$ 721,051        |
| Accounts receivable                    | 29,682            | 29,682            | 29,682            | 29,682            | 29,682            |
| Inventory                              | 10,594            | 10,752            | 10,752            | 10,752            | 10,752            |
| Total Current Assets                   | <u>127,582</u>    | <u>187,801</u>    | <u>309,599</u>    | <u>498,626</u>    | <u>761,485</u>    |
| <b>Property, Plant &amp; Equipment</b> |                   |                   |                   |                   |                   |
| Auto/transport equipment               | 20,000            | 20,000            | 20,000            | 20,000            | 20,000            |
| Furniture & fixtures                   | 66,500            | 66,500            | 66,500            | 66,500            | 66,500            |
| Leasehold improvements                 | 65,000            | 65,000            | 65,000            | 65,000            | 65,000            |
| Machinery & equipment                  | 75,000            | 75,000            | 75,000            | 75,000            | 75,000            |
| Less: Accumulated depreciation         | <u>(25,546)</u>   | <u>(25,546)</u>   | <u>(25,546)</u>   | <u>(25,546)</u>   | <u>(25,546)</u>   |
| Net property, plant & equipment        | 200,954           | 200,954           | 200,954           | 200,954           | 200,954           |
| <b>Other Assets</b>                    |                   |                   |                   |                   |                   |
| Security deposit                       | <u>1,000</u>      | <u>1,000</u>      | <u>1,000</u>      | <u>1,000</u>      | <u>1,000</u>      |
| Total Assets                           | <u>\$ 329,536</u> | <u>\$ 389,755</u> | <u>\$ 511,553</u> | <u>\$ 700,580</u> | <u>\$ 963,439</u> |

### LIABILITIES AND SHAREHOLDER'S EQUITY

|                                  |                   |                   |                   |                   |                   |
|----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| <b>Current Liabilities</b>       |                   |                   |                   |                   |                   |
| Accounts payable                 | \$ 11,259         | \$ 11,338         | \$ 11,338         | \$ 11,338         | \$ 11,338         |
| Total Current Liabilities        | <u>11,259</u>     | <u>11,338</u>     | <u>11,338</u>     | <u>11,338</u>     | <u>11,338</u>     |
| <b>Other Liabilities</b>         |                   |                   |                   |                   |                   |
| Notes payable - long term        | <u>200,000</u>    | <u>150,000</u>    | <u>100,000</u>    | <u>50,000</u>     | <u>-</u>          |
|                                  | 200,000           | 150,000           | 100,000           | 50,000            | -                 |
| <b>Partners' Equity</b>          |                   |                   |                   |                   |                   |
| Partners' capital account - beg. | 65,000            | 118,277           | 228,417           | 400,215           | 639,242           |
| Net income                       | <u>53,277</u>     | <u>110,140</u>    | <u>171,798</u>    | <u>239,027</u>    | <u>312,859</u>    |
| Partners' capital account - end  | 118,277           | 228,417           | 400,215           | 639,242           | 952,101           |
| Total liabilities and equity     | <u>\$ 329,536</u> | <u>\$ 389,755</u> | <u>\$ 511,553</u> | <u>\$ 700,580</u> | <u>\$ 963,439</u> |

**ELEVATED GARDENS LLC**  
**INCOME STATEMENT**

| <b>Income:</b>                                | <u>2019</u>      | <u>2020</u>       | <u>2021</u>       | <u>2022</u>       | <u>2023</u>       |
|-----------------------------------------------|------------------|-------------------|-------------------|-------------------|-------------------|
| Sales                                         | 531,630          | 547,579           | 564,006           | 580,926           | 598,354           |
| Less cost of sales                            |                  |                   |                   |                   |                   |
| Cost of goods sold                            | <u>240,760</u>   | <u>245,575</u>    | <u>248,031</u>    | <u>250,511</u>    | <u>253,016</u>    |
| Cost of sales                                 | 240,760          | 245,575           | 248,031           | 250,511           | 253,016           |
| Gross profit                                  | <u>290,870</u>   | <u>302,004</u>    | <u>315,975</u>    | <u>330,415</u>    | <u>345,338</u>    |
| % of revenue                                  | 54.71%           | 55.15%            | 56.02%            | 56.88%            | 57.71%            |
| <b>Expenses:</b>                              |                  |                   |                   |                   |                   |
| Advertising                                   | 10,633           | 10,952            | 11,280            | 11,619            | 11,967            |
| Auto & truck expense                          | 6,000            | 6,500             | 7,000             | 7,500             | 8,000             |
| Bank & credit card charges                    | 10,633           | 10,952            | 11,280            | 11,619            | 11,967            |
| Computer & information technology             | 6,000            | 6,500             | 7,000             | 7,500             | 8,000             |
| Dues & subscriptions                          | 1,800            | 1,800             | 1,800             | 1,800             | 1,800             |
| Insurance                                     | 15,000           | 15,500            | 16,500            | 17,000            | 17,500            |
| Office expenses                               | 2,400            | 2,500             | 2,600             | 2,700             | 2,800             |
| Payroll & other taxes                         | 21,360           | 21,750            | 22,500            | 23,250            | 23,250            |
| Professional fees                             | 6,000            | 6,500             | 7,000             | 7,500             | 8,000             |
| Rent                                          | 18,000           | 18,000            | 18,000            | 18,000            | 18,000            |
| Repairs & maintenance                         | 3,600            | 3,600             | 3,600             | 3,600             | 3,600             |
| Telephone & internet                          | <u>3,000</u>     | <u>3,300</u>      | <u>3,300</u>      | <u>3,300</u>      | <u>3,300</u>      |
| Total operating expenses                      | <u>104,425</u>   | <u>107,853</u>    | <u>111,860</u>    | <u>115,387</u>    | <u>118,184</u>    |
| Net income before depreciation & income taxes | 186,445          | 194,151           | 204,115           | 215,028           | 227,154           |
| Depreciation & amortization                   | <u>25,546</u>    | <u>25,546</u>     | <u>25,546</u>     | <u>25,546</u>     | <u>25,546</u>     |
| Net income before other income (expense)      | 160,899          | 168,605           | 178,569           | 189,482           | 201,608           |
| Other Income (expense)                        |                  |                   |                   |                   |                   |
| MA Cultivation Taxes                          | (49,448)         | (51,341)          | (53,716)          | (56,171)          | (58,707)          |
| Federal Income Taxes                          | (58,174)         | (60,401)          | (63,195)          | (66,083)          | (69,068)          |
| Host community fess                           | <u>(8,726)</u>   | <u>(9,060)</u>    | <u>(9,479)</u>    | <u>(9,912)</u>    | <u>(10,360)</u>   |
| Total Income (expense)                        | (116,348)        | (120,801)         | (126,390)         | (132,166)         | (138,135)         |
| Net income                                    | 53,277           | 56,863            | 61,658            | 67,229            | 73,833            |
| Retained earnings - beginning of period       | <u>-</u>         | <u>53,277</u>     | <u>110,140</u>    | <u>171,798</u>    | <u>\$ 239,027</u> |
| Retained earnings - ending of period          | <u>\$ 53,277</u> | <u>\$ 110,140</u> | <u>\$ 171,798</u> | <u>\$ 239,027</u> | <u>\$ 312,859</u> |

**ELEVATED GARDENS LLC**  
**CASH FLOW STATEMENT**

**Reconciliation of net income to net cash  
provided by operating activities:**

|                                                                                    | <u>2019</u>      | <u>2020</u>     | <u>2021</u>     | <u>2022</u>     | <u>2023</u>     |
|------------------------------------------------------------------------------------|------------------|-----------------|-----------------|-----------------|-----------------|
| Net income (loss)                                                                  | 53,277           | 110,140         | 171,798         | 239,027         | 312,859         |
| Adjustments to reconcile net income<br>to net cash (used in) operating activities: |                  |                 |                 |                 |                 |
| Depreciation and amortization                                                      | 25,546           | 25,546          | 25,546          | 25,546          | 25,546          |
| Changes in assets (increase) decrease:                                             |                  |                 |                 |                 |                 |
| Accounts receivable                                                                | (29,682)         | -               |                 |                 |                 |
| Inventory                                                                          | (10,594)         |                 |                 |                 |                 |
| Prepaid expenses                                                                   | (1,000)          | -               | -               | -               | -               |
| Changes in liabilities increase (decrease)                                         |                  |                 |                 |                 |                 |
| Accounts payable                                                                   | 11,259           | 79              | 79              | 79              | 79              |
| Net cash provided by (used in) operating activities                                | <u>48,806</u>    | <u>135,765</u>  | <u>197,423</u>  | <u>264,652</u>  | <u>338,484</u>  |
| <b>Cash flows from investing activities:</b>                                       |                  |                 |                 |                 |                 |
| Investment in property and equipment                                               | (226,500)        | -               | -               | -               | -               |
| Net cash (used in) investing activities                                            | <u>(226,500)</u> | <u>-</u>        | <u>-</u>        | <u>-</u>        | <u>-</u>        |
| <b>Cash flows from financing activities:</b>                                       |                  |                 |                 |                 |                 |
| Increase / (decrease) in notes payable                                             | 200,000          | (50,000)        | (50,000)        | (50,000)        | (50,000)        |
| Increase / (decrease) in partners' investment                                      | <u>65,000</u>    | <u>(25,704)</u> | <u>(25,625)</u> | <u>(25,625)</u> | <u>(25,625)</u> |
| Net cash provided by financing activities                                          | <u>265,000</u>   | <u>(75,704)</u> | <u>(75,625)</u> | <u>(75,625)</u> | <u>(75,625)</u> |
| Net increase in cash                                                               | 87,306           | 60,061          | 121,798         | 189,027         | 262,859         |
| Cash - beginning of period                                                         | <u>-</u>         | <u>87,306</u>   | <u>147,367</u>  | <u>269,165</u>  | <u>458,192</u>  |
| Cash - end of period                                                               | <u>87,306</u>    | <u>147,367</u>  | <u>269,165</u>  | <u>458,192</u>  | <u>721,051</u>  |

# CANNABIS INSURANCE PROGRAM

## COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



|                     |                               |
|---------------------|-------------------------------|
| <b>Section I:</b>   | Premium Summary               |
| <b>Section II:</b>  | Location & Operations Summary |
| <b>Section III:</b> | Coverage Summary              |
| <b>Section IV:</b>  | Coverage Form Summary         |
| <b>Section V:</b>   | Binding Requirements          |

# QUOTE

## Section I

Quote Prepared For: Elevated Gardens LLC

Date Prepared: 8/29/2018

Broker of Record: RT Specialty - San Francisco

### Falls Lake Fire & Casualty Company

| Coverages                                                 | Quote                                                                                                                                                                                                                                                                                   | Rating Basis: |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
|-----------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------------|----------|----------------|----------|--------------------------|-----------------|-------------|------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| General Liability<br>Excess Liability<br>Property<br>Crop | <table><tr><td>Total Premium</td><td>\$7,981.00</td></tr><tr><td>Underwriting Fee</td><td>\$500.00</td></tr><tr><td>Inspection Fee</td><td>\$225.00</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$319.24</u></td></tr><tr><td>Grand Total</td><td>\$9,025.24</td></tr></table> | Total Premium | \$7,981.00 | Underwriting Fee | \$500.00 | Inspection Fee | \$225.00 | <u>Surplus Lines Tax</u> | <u>\$319.24</u> | Grand Total | \$9,025.24 | <ul style="list-style-type: none"><li>• General Liability – Square Footage<ul style="list-style-type: none"><li>○ 8,600 Square Feet</li></ul></li><li>• Property – Property Values</li><li>• Crop - Crop Values</li></ul> |
| Total Premium                                             | \$7,981.00                                                                                                                                                                                                                                                                              |               |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
| Underwriting Fee                                          | \$500.00                                                                                                                                                                                                                                                                                |               |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
| Inspection Fee                                            | \$225.00                                                                                                                                                                                                                                                                                |               |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
| <u>Surplus Lines Tax</u>                                  | <u>\$319.24</u>                                                                                                                                                                                                                                                                         |               |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
| Grand Total                                               | \$9,025.24                                                                                                                                                                                                                                                                              |               |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
|                                                           | <table><tr><td>Commission</td><td>10.00%</td></tr></table>                                                                                                                                                                                                                              | Commission    | 10.00%     |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |
| Commission                                                | 10.00%                                                                                                                                                                                                                                                                                  |               |            |                  |          |                |          |                          |                 |             |            |                                                                                                                                                                                                                           |

### United Specialty Insurance Company

| Coverages                | Quote                                                                                                                                                                                                                                  | Rating Basis: |            |                  |          |                          |                 |             |            |                                                                                                                                                                                              |
|--------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------|------------|------------------|----------|--------------------------|-----------------|-------------|------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Product Liability        | <table><tr><td>Total Premium</td><td>\$5,000.00</td></tr><tr><td>Underwriting Fee</td><td>\$300.00</td></tr><tr><td><u>Surplus Lines Tax</u></td><td><u>\$200.00</u></td></tr><tr><td>Grand Total</td><td>\$5,500.00</td></tr></table> | Total Premium | \$5,000.00 | Underwriting Fee | \$300.00 | <u>Surplus Lines Tax</u> | <u>\$200.00</u> | Grand Total | \$5,500.00 | <ul style="list-style-type: none"><li>• <b>Products</b><ul style="list-style-type: none"><li>○ <b>Gross Sales: \$68,000</b></li><li>○ <b>Retroactive Date: Inception</b></li></ul></li></ul> |
| Total Premium            | \$5,000.00                                                                                                                                                                                                                             |               |            |                  |          |                          |                 |             |            |                                                                                                                                                                                              |
| Underwriting Fee         | \$300.00                                                                                                                                                                                                                               |               |            |                  |          |                          |                 |             |            |                                                                                                                                                                                              |
| <u>Surplus Lines Tax</u> | <u>\$200.00</u>                                                                                                                                                                                                                        |               |            |                  |          |                          |                 |             |            |                                                                                                                                                                                              |
| Grand Total              | \$5,500.00                                                                                                                                                                                                                             |               |            |                  |          |                          |                 |             |            |                                                                                                                                                                                              |

## Section II

### Scheduled Operations:

Recreational Cannabis Cultivation

### Scheduled Locations:

Loc 1/Bldg 1

17 Taconic Park Dr., Pittsfield, MA 01201

### Section III

#### Coverage Summary

##### **General Liability** Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

| <b>Occurrence Form</b>                                         | <b>Coverage Limits</b>  | <b>Premium</b> |
|----------------------------------------------------------------|-------------------------|----------------|
| General Aggregate                                              | \$2,000,000.00          | \$860.00       |
| Each Occurrence                                                | \$1,000,000             |                |
| Products Completed Operations                                  | Excluded                |                |
| Personal & Advertising Injury                                  | \$1,000,000             |                |
| Damage to Premises Rented to You                               | \$100,000               |                |
| Pesticide Endorsement <b>(Fully Earned)</b>                    | \$250,000               | \$1,000.00     |
| Medical Payments                                               | \$1,000                 |                |
| Stop Gap Coverage-WA Only                                      | \$1,000,000             | Not Quoted     |
| Hired and Non-Owned Auto Endorsement <b>(Fully Earned)</b>     | \$1,000,000             | \$500.00       |
| Hired and Non-Owned Auto does not apply to delivery operations |                         |                |
| Deductible                                                     | \$2500 (Per Occurrence) |                |
| Additional Insured Certificate                                 | #0                      | \$0.00         |
| Primary Wording                                                | #0                      | \$0.00         |
| Waiver of Subrogation                                          | #0                      | \$0.00         |

##### **Property** Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

|                                                           | <b>Coverage Limits</b>       | <b>Premium</b> |
|-----------------------------------------------------------|------------------------------|----------------|
|                                                           |                              | \$980.00       |
| Building                                                  | RCV, 90% Coinsurance         | \$0.00         |
| Wind and Hai is Excluded                                  |                              |                |
| Loss of Income                                            | 90% Coinsurance              | \$120,000.00   |
| Cannabis Inventory/Finished Stock                         | ACV                          | \$0.00         |
| *Cannabis Finished Stock on Display is limited to         |                              | \$0.00         |
| Outdoor Sign                                              | RCV, 90% Coinsurance         | \$0.00         |
| Indoor Grow Equipment and Tools                           | RCV, 90% Coinsurance         | \$75,000.00    |
| Outdoor Grow Equipment and Tools                          | RCV, 90% Coinsurance         | \$0.00         |
| Business Personal Property                                | RCV, 90% Coinsurance         | \$10,000.00    |
| Tenants Improvements                                      | RCV, 90% Coinsurance         | \$75,000.00    |
| Property Deductible                                       | \$2,500 (Per Occurrence)     |                |
| Commercial Property Endorsement                           | Form C <b>(Fully Earned)</b> | \$1,000.00     |
| • Accounts Receivable                                     | \$25,000                     |                |
| • Employee Dishonesty                                     | \$25,000                     |                |
| • Money & Securities                                      | \$25,000                     |                |
| • Outdoor Property (Trees, Radio/TV, Antennas, Sign)      | \$25,000                     |                |
| • Outdoor Property (Trees, Shrubs or Plants)              | \$500 each tree/\$2,500      |                |
| • Personal Effects and Property of Others                 | \$25,000                     |                |
| • Property In Transit Coverage                            | \$25,000                     |                |
| • Property Off-Premises                                   | \$25,000                     |                |
| • Spoilage                                                | \$25,000                     |                |
| • Valuable Papers and Records(Other than Electronic Data) | \$25,000                     |                |
| Property endorsement deductible                           | \$500                        |                |

**Note:** Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.

**Excess Liability** Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

| Occurrence Form  | Coverage Limits | Premium    |
|------------------|-----------------|------------|
| Excess Liability | \$1,000,000.00  | \$1,000.00 |

**Crop:** Falls Lake Fire & Casualty Company (A.M. Best Rated A X)

|                      |                      | Coverage Limits | Premium                 |
|----------------------|----------------------|-----------------|-------------------------|
| Crop Schedule:       |                      |                 | \$2,641.00              |
| • Seeds              | RCV, 90% Coinsurance | \$0.00          |                         |
| • Immature Seedlings | RCV, 90% Coinsurance | \$0.00          |                         |
| • Vegetative Plants  | RCV, 90% Coinsurance | \$42,187.50     |                         |
| • Flowering Plants   | RCV, 90% Coinsurance | \$84,375.00     |                         |
| • Harvested Plants   | RCV, 90% Coinsurance | \$42,187.50     |                         |
| • Finished Stock     | RCV, 90% Coinsurance | \$42,500.00     |                         |
| Deductible           |                      |                 | \$2500 (Per Occurrence) |

**Products Liability:** United Specialty Insurance Company (A.M. Best Rated A IX)

**Claims Made Form**

|                                     |                 | Coverage Limits   | Premium       |
|-------------------------------------|-----------------|-------------------|---------------|
| • <b>Product Liability Coverage</b> |                 |                   |               |
| Each Claim                          |                 | \$1,000,000       | \$1,500.00    |
| Policy Term Aggregate               |                 | \$2,000,000       |               |
| Deductible                          |                 | \$2,500 per claim |               |
| • <b>Endorsements</b>               |                 |                   |               |
| Product Withdrawal                  |                 | \$250,000         | \$3,500.00    |
| Deductible                          |                 | \$5,000           |               |
| Retro Active Period                 | Date: Inception |                   | \$NOT COVERED |
| Vendor Certificate                  |                 |                   | \$NOT COVERED |



Falls Lake Fire & Casualty Company  
**COVERAGE FORMS**

**Section IV**

| Form #         | Description                                                                                                                                |
|----------------|--------------------------------------------------------------------------------------------------------------------------------------------|
| IL DS 00 09 08 | COMMON POLICY DECLARATIONS                                                                                                                 |
| IL 00 03 09 08 | CALCULATION OF PREMIUM                                                                                                                     |
| IL 00 17 11 98 | COMMON POLICY CONDITIONS                                                                                                                   |
| IL 00 21 09 08 | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)                                                                                |
| IL 09 35 07 02 | EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES                                                                                               |
| IL 09 53 01 15 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM                                                                                                   |
| IL 09 85 01 15 | DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT                                                                                        |
| CG DS 01 10 01 | COMMERCIAL GENERAL LIABILITY DECLARATIONS                                                                                                  |
| CG 00 01 04 13 | COMMERCIAL GENERAL LIABILITY COVERAGE FORM                                                                                                 |
| CG 21 04 11 85 | EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD                                                                                           |
| CG 21 06 05 14 | EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION |
| CG 21 47 12 07 | EMPLOYMENT-RELATED PRACTICES EXCLUSION                                                                                                     |
| CG 21 49 09 99 | TOTAL POLLUTION EXCLUSION ENDORSEMENT                                                                                                      |
| CG 21 67 04 02 | FUNGI OR BACTERIA EXCLUSION                                                                                                                |
| CG 21 75 01 15 | EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES                      |
| CG 21 76 01 15 | EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM                                                                      |
| CG 03 00 01 96 | DEDUCTIBLE LIABILITY INSURANCE                                                                                                             |
| CG 21 44 07 98 | LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT                                                                                   |
| CP DS 00 10 00 | COMMERCIAL PROPERTY DECLARATIONS                                                                                                           |
| CP 00 10 10 12 | BUILDING AND PERSONAL PROPERTY COVERAGE FORM                                                                                               |
| CP 00 90 07 88 | COMMERCIAL PROPERTY CONDITIONS                                                                                                             |
| CP 00 30 10 12 | BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM                                                                                          |
| CP 01 09 10 00 | MASSACHUSETTS CHANGES                                                                                                                      |
| CP 01 76 09 06 | MASSACHUSETTS – EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA                                                                                 |
| CP 10 30 10 12 | PROPERTY CAUSES OF LOSS – SPECIAL FORM                                                                                                     |
| CP 10 54 06 07 | WINDSTORM OR HAIL EXCLUSION                                                                                                                |
| CX DS 01 09 08 | COMMERCIAL EXCESS LIABILITY DECLARATIONS                                                                                                   |
| CX 00 01 04 13 | COMMERCIAL EXCESS LIABILITY COVERAGE FORM                                                                                                  |

|                 |                                                                                                                          |
|-----------------|--------------------------------------------------------------------------------------------------------------------------|
| CX 01 10 07 10  | MASSACHUSETTS RESIDENTIAL FUEL TANK EXCLUSION                                                                            |
| CX 21 01 09 08  | NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT                                                                           |
| CX 21 31 01 15  | EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |
| CX 21 35 01 15  | EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES    |
| MMD 10 02 01 15 | HIRED AND NON OWNED AUTO LIABILITY EXCLUSION – EXCESS LIABILITY COVERAGE                                                 |
| MMD 10 03 01 15 | BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE                                                                              |
| MMD 10 04 01 15 | COMBINATION GL ENDORSEMENT – NON CONTRACTORS                                                                             |
| MMD 10 07 01 15 | BANNED SUBSTANCE EXCLUSION                                                                                               |
| MMD 10 08 01 15 | CARCINOGENS ENDORSEMENT                                                                                                  |
| MMD 10 09 01 15 | EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS               |
| MMD 10 17 01 15 | EXCLUSION - TOBACCO OR RELATED PRODUCTS                                                                                  |
| MMD 10 11 01 15 | EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI                                                                            |
| MMD 10 20 01 17 | ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM                                            |
| MMD 10 12 01 15 | EXCLUSION – PROFESSIONAL LIABILITY                                                                                       |
| MMD 10 30 02 17 | TO REPORT A CLAIM                                                                                                        |
| MMD 00 00 01 17 | DEFINITION OF A VAULT                                                                                                    |
| MMD 10 14 01 15 | EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION                                                                            |
| MMD 10 15 01 15 | EXCLUSION - TANNING BEDS                                                                                                 |
| MMD 00 00 01 18 | SHORT RATE CANCELLATION TABLE                                                                                            |
| MMD 10 18 01 15 | GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES                                                                                  |
| MMD 10 21 01 15 | MINIMUM EARNED PREMIUM ENDORSEMENT                                                                                       |
| MMD 10 22 01 15 | EXCLUSION - AMERICANS WITH DISABILITIES ACT                                                                              |
| MMD 10 23 01 15 | CANNABIS AND HEMP CROP COVERAGE FORM                                                                                     |
| MMD 10 24 01 15 | CANNABIS AND HEMP CROP COVERAGE FORM DECLARATIONS                                                                        |
| MMD 10 25 08 17 | HIRED AUTO AND NON-OWNED AUTO LIABILITY                                                                                  |
| MMD 10 27 01 15 | PROTECTIVE SAFEGUARDS                                                                                                    |
| MMD 10 32 01 15 | ABSOLUTE ASBESTOS EXCLUSION                                                                                              |
| MMD 10 33 01 15 | ABSOLUTE LEAD EXCLUSION                                                                                                  |
| MMD 10 34 01 15 | AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION                                                               |
| MMD 10 37 01 15 | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM                                                                              |

|                           |                                                                    |
|---------------------------|--------------------------------------------------------------------|
| MMD 1040 01 15            | RESIDENTIAL EXCLUSION                                              |
| MMD 10 42 01 16           | COMMERCIAL PROPERTY OPTIONAL COVERAGE EXTENSION ENDORSEMENT FORM C |
| MMD 10 43 03 16           | LOCKED VEHICLE WARRANTY                                            |
| MMD 1047 05 17            | DESIGNATED CLASSIFICATION LIMITATION                               |
| FLFCC PP 3000 (07 18)     | Falls Lake Privacy Policy                                          |
| FLFCC SOS 1000 CW (07 18) | Falls Lake Countrywide Service of Suit Clause                      |
| FLF CC 2018 (SLEX)        | Sanction and Limitation Exclusion Clause                           |

**NOTE: All Falls Lake Fire & Casualty Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by CannGen Insurance Services, LLC.**

### **Products Liability Policy Forms:**

| FORM NUMBER        | DESCRIPTION                                                                                                              | Coverage Forms Included |
|--------------------|--------------------------------------------------------------------------------------------------------------------------|-------------------------|
| PD DS 1000 02 15   | PRODUCTS LIABILITY DECLARATION PAGE                                                                                      | X                       |
| PD NWIS 1001 02 15 | PRODUCTS/COMPLETED OPERATIONS LIABILITY CLAIMS MADE AND REPORTED                                                         | X                       |
| PD NWIS 1002 02 15 | INSURANCE SPECIFIED HERBAL PRODUCTS EXCLUSION                                                                            | X                       |
| PD NWIS 1003 01 17 | VAPORIZING EQUIPMENT AND COMPONENTS EXCLUSION                                                                            | X                       |
| PD NWIS 1004 01 17 | FOREIGN PRODUCTS LIABILITY EXCLUSION                                                                                     | X                       |
| SRT1000(02/15)     | SHORT RATE CANCELLATION TABLE FOR TERM OF ONE YEAR                                                                       | X                       |
| MMD 00 00 01 15    | SERVICE OF SUIT CLAUSE (CA)                                                                                              |                         |
| MMD 00 00 01 16    | SERVICE OF SUIT CLAUSE (ALL OTHER STATES)                                                                                | X                       |
| CG 20 26 04 13     | ADDITIONAL INSURED DESIGNATED PERSON OR ORGANIZATION                                                                     |                         |
| CG 21 71 01 15     | EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES; CAP ON LOSSES FROM CERTIFIED ACTS OF TERRORISM |                         |
| CG 21 75 01 15     | EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES    | X                       |

|                     |                                                                          |   |
|---------------------|--------------------------------------------------------------------------|---|
| CG 21 76 01 15      | EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM    |   |
| MMD 10 00 01 15     | ADDITIONAL INSURED WITH PRIMARY OR PRIMARY AND NONCONTRIBUTING CLAUSE    |   |
| USIG 0002 05 17     | ONLINE SALE LIMITATION – INTRASTATE ONLY                                 | X |
| USIG 10 31 01 15    | WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHER TO US             |   |
| CNS 404 1117        | EXCLUSION – PROPOSITION 65 WARNINGS                                      |   |
| USIG 00 10 01 17    | ADDITIONAL INSURED – VENDORS                                             |   |
| USIG 00 11 01 17    | BLANKET ADDITIONAL INSURED – VENDORS                                     |   |
| PD NWIS 10 05 01 17 | EXTENDED REPORTING PERIOD                                                |   |
| USIG0001 04 17      | DEFENSE OUTSIDE THE LIMITS ENDORSEMENT                                   |   |
| PD NWIS 10 04 02 15 | Duties In The Event Of A Claim Or Suit Or A Defect Or Product Withdrawal | X |
| PW 04 36 10 01      | LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT                           | X |
| MMD 10 21 11 17     | MINIMUM EARNED PREMIUM                                                   | X |
| MMD 10 37 01 15     | POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM                              | X |
| D2                  | NON ADMITTED DISCLOSURE                                                  | X |

**NOTE: All United Specialty Insurance Company forms listed above that have an “ X ” next to them are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by CannGen Insurance Services, LLC.**

**Section V****BINDING REQUIREMENTS**

No coverage is bound until accepted & approved by CannGen Insurance Services, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

**Signatures and Quotes are only good for 30 days from: 08/29/2018**

Consult the policy for all specific terms and conditions and complete policy exclusions

**BINDING REQUIREMENTS:**

- NWISMMD v1.3 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- TRIA Form
- Inspection Requirement Form
- MA State Form
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- Vault room is pending Underwriting approval. Please have the insured review and initial the attached vault form and include pictures of the vault with your bind order. Please contact underwriting if the vault does not meet the requirements prior to binding
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If you're license or permit is pending, please provide any other business license authorizing you to do such business in the state. Upon receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing.
- Please provide a signed no loss statement
- Please provide a signed Duties In The Event of a Claim or Suite or a Defect or Product Withdrawal
- Please confirm the Central Station Alarm is for both fire and burglary.
- On Section 3 of the application, please select the \$250,000 for the Pesticide and Herbicide Applicators Endorsement, to match the quote.
- On Section 4 of the application, please provide the safe's fire rating on Q3.

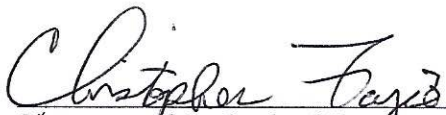
Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions please do not hesitate to contact our office. We are pleased to assist you in this regard.

## 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, Christopher Fazio, (insert name) certify as an authorized representative of Elevated Gardens LLC (insert name of applicant) that the applicant has executed a host community agreement with City of Pittsfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on August 10, 2018 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, Linda M. Tyer, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Pittsfield (insert name of host community) to certify that the applicant and City of Pittsfield (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on August 10, 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, Christopher Fazio, (insert name) attest as an authorized representative of Elevated Gardens (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 6/13/18 (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 6/4/18 (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 6/11/18 (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 6/4/18 (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.







Attachment B

**Community Outreach Meeting Notice**

RECEIVED-CITY CLERK  
CITY OF PITTSFIELD, MA

2018 JUN 1 AM 11:19

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for June 13, 2018 at 11:00am at the Berkshire Athenaeum Central Library. The proposed Cultivation establishment is anticipated to be located at 17 Taconic Park Dr, Pittsfield, MA. There will be an opportunity for the public to ask questions.

### Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **June 13, 2018 at 11:00 a.m. at the Berkshire Athenaeum Central Library**. The proposed Cultivation establishment is anticipated to be located at 17 Taconic Park Dr, Pittsfield, MA.

- There will be an opportunity for the public to ask questions •

Pursuant to 935 CMR 500.101(1)(a)(10), Elevated Gardens has implemented this plan in order to be, and remain, in full compliance with all applicable provisions of the Code of the City of Pittsfield, Zoning, which includes, but is not limited to, Code of the City of Pittsfield Chapter 23, Zoning, Article 23-7 *et seq.* and any applicable Board of Health regulations that govern the facility and its operations.

Pursuant to the Code of the City of Pittsfield Chapter 23, Zoning, Article 23-7, Conditional Uses, Section 7.8, Conditional Uses Requiring Special Use Permit, Subsection 7.853(D), Elevated Gardens shall maintain a valid special permit issued by the Zoning Board of Appeals and shall further adhere to the following performance standards:

1. Elevated Gardens' marijuana cultivation shall not be located within 500 feet (measured from edge of building or occupied space to edge of building or occupied space) of any public or private school providing education in kindergarten or any of grades 1 through 12, any public playground, or licensed daycare.

Elevated Gardens shall also remain in compliance with all applicable special permit conditions as imposed by the City of Pittsfield Zoning Board of Appeals.

Elevated Gardens is committed to adhering to all applicable zoning requirements and shall periodically, but no less than annually, meet with the City of Pittsfield to ensure continued compliance with local requirements governing the operation of our cultivation facility.

**D**

**The Commonwealth of Massachusetts**

**William Francis Galvin**

Secretary of the Commonwealth

One Ashburton Place, Room 1717, Boston, Massachusetts 02108-1512

**Limited Liability Company**

**Certificate of Organization**

(General Laws Chapter 156C, Section 12)

Federal Identification No.: \_\_\_\_\_

- (1) The exact name of the limited liability company:

ELEVATED GARDENS LLC

- (2) The street address of the office in the commonwealth at which its records will be maintained:

33 CROSSIN TERRACE PITTSFIELD, MA 01201

- (3) The general character of the business:

FORMING LLC TO APPLY FOR MARIJUANA LICENSING.

- (4) Latest date of dissolution, if specified: \_\_\_\_\_

- (5) The name and street address, of the resident agent in the commonwealth:

NAME

ADDRESS

CHRISTOPHER L. FAZIO

33 CROSSIN TERRACE  
PITTSFIELD, MA 01201

- (6) The name and business address, if different from office location, of each manager, if any:

NAME

ADDRESS

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

NAME

ADDRESS

CHRISTOPHER L. FAZIO

33 CROSSIN TERRACE  
PITTSFIELD, MA 01201

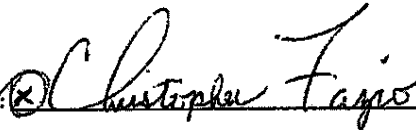
- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court:

NAME

ADDRESS

- (9) Additional matters:

Signed by (by at least one authorized signatory):



Consent of resident agent:

I CHRISTOPHER L. FAZIO

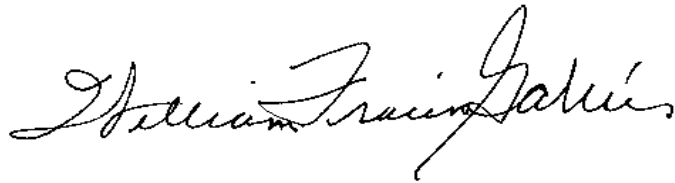
resident agent of the above limited liability company, consent to my appointment as resident agent pursuant to G.L. c 156C § 12\*

\*or attach resident agent's consent hereto.

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:

June 06, 2018 10:31 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**BYLAWS OF Elevated Gardens LLC**  
(the "Corporation")

**SHAREHOLDERS**

**Annual Meeting**

1. A meeting of the Shareholders of the Corporation (the "Shareholders") will be held annually for the purpose of electing directors (the "Directors") of the Corporation and for the purpose of doing other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the Commonwealth of Massachusetts, the annual meeting will be held on the next succeeding business day or on a date determined by the board of directors for the Corporation (the "Board") that is no later than two weeks after the date specified in the meeting notice.
2. The Corporation must hold its annual meeting within the earlier of:
  - a. 6 months after the end of the Corporation's fiscal year;
  - b. 15 months after its last annual meeting.

If the annual meeting is not held within that time period then any shareholder entitled to participate in the meeting may apply to the superior court of the county where the Corporation's principal office, or, if none in the commonwealth of Massachusetts, its registered office, is located to fix the time and place of the meeting.

**Special Meetings**

3. Unless otherwise prescribed by statute, special meetings of the Shareholders, for any purpose or purposes, may only be called in the following ways:
  - a. By a majority of the Board; or
  - b. By the president of the Corporation (the "President"); or
  - c. By the holders of shares entitled to cast in total not less than 10 percent of the votes on any issue proposed for the meeting where written requests describing the purpose or purposes for the special meeting are signed, dated and delivered to a member of the Board or other Officer of the Corporation.



4. The Board will determine the time, place and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Shareholders in accordance with these Bylaws, the Board will issue notice of the special meeting within 30 days of receipt of the written demand(s) by the relevant Officer of the Corporation.

#### **Place of Meeting**

5. The annual meetings or special meetings of the Shareholders may be held at any place in or out of the Commonwealth of Massachusetts at a place to be determined at the discretion of the Board. If no designation of the location is made for any annual or special meeting of the Shareholders, the place of the meeting will be the Principal Office of the Corporation. The Corporation must hold its annual meeting within the earlier of: a) six months after the end of the Corporation's fiscal year or; b) fifteen months after its last annual meeting. If an annual meeting is not held within that time period, a Shareholder may direct a request in writing to the Chairman of the Board of the Corporation to hold the annual meeting. If a notice of meeting is not given within 60 days of that request then any Shareholder entitled to vote at an annual meeting may apply to any court having jurisdiction for an order directing that the meeting be held and fixing the time and place of the meeting.

#### **Notice of Meetings**

6. The written notice of any meeting will be given not less than 7 days, but not more than 60 days before the date of the meeting to each Shareholder entitled to vote at that meeting. The written notice of the meeting will state the place, date and hour of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.
7. If mailed, notice is given when the notice is deposited in the United States mail, postage prepaid, and directed to the Shareholder at the address of the Shareholder as it appears on the records of the Corporation. An affidavit of the secretary (the "Secretary") of the Corporation that the notice has been given will, in the absence of fraud, be prima facie evidence of the facts stated in the notice.
8. A written waiver, signed by the person entitled to a notice of meeting, or a waiver by electronic transmission by the person entitled to that notice, whether before or after the time stated in the notice, will be deemed equivalent to the person receiving the notice. Further, attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the

transaction of any business because the meeting is not lawfully called or convened.

### **Consent of Shareholders in Lieu of Meeting**

9. Any action to be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter were present and voted is delivered to the Corporation. Every written consent will bear the date of signature of each Shareholder who signs the consent. However, no written consent will be effective unless the consent is delivered, either by hand or by certified or registered mail, within 90 days of the earliest dated consent, to the Corporation to be filed with the records of proceedings of the Shareholders.

### **Remote Communication Meetings**

10. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Shareholders not present in the same physical location may simultaneously communicate with each other.
11. Where permitted under the statutes and regulations of the Commonwealth of Massachusetts, and in the sole and reasonable discretion of the Board of Directors, a meeting of Shareholders of the Corporation may be held at a specific location or may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Shareholders may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board of Directors. Where any remote communication is used in a Shareholder meeting, all persons authorized to vote or take other action at the meeting must be able to hear each other during the meeting and each person will have a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Corporation.

### **List of Shareholders Entitled to Vote**

12. The Officer who has charge of the Shareholders' List of the Corporation will prepare and make, not more than 70 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares of stock registered in the name of each

Shareholder. The list must be available for inspection by any Shareholder beginning two days after the meeting is announced and continuing through the meeting. The list must be provided for any purpose related to the meeting:

- a. On a reasonably accessible electronic network, so long as the information required to access the list is provided with the notice of the meeting; or
  - b. During ordinary business hours, at the Principal Office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held.
13. If the Corporation decides to make the list available on an electronic network, the Corporation will ensure that this information is available only to Shareholders of the Corporation. If the meeting is to be held at a physical location, then the list will be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any Shareholder who is present.
  14. If the meeting is to be held solely by means of remote communication, then the list will also be open to the examination of any Shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list will be provided with the notice of the meeting.
  15. If any Director willfully neglects or refuses to produce the list of Shareholders at any meeting for the election of Directors, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of Directors held solely by means of remote communication, those Directors will be ineligible for election to any office at that meeting.
  16. The Shareholders' List will be the only evidence as to who are the Shareholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of Shareholders.

#### **Quorum and Required Vote**

17. A minimum of \_\_\_\_\_ percent of the shares entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Shareholders.

18. In all matters other than the election of Directors, any act of the Shareholders must be passed by an affirmative vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter.
19. Directors will be elected by a majority of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Directors.
20. Where a separate vote by a class or series or classes or series of shares ("Eligible Shares") is required, \_\_\_\_\_ percent of the outstanding Eligible Shares present in person or represented by proxy, will constitute a quorum entitled to take action with respect to that vote on that matter. Any act to be taken must be passed by an affirmative vote of the majority of the outstanding Eligible Shares present in person or represented by proxy.

#### **Shareholders Voting Rights and Proxies**

21. Subject to the Articles of Organization, each Shareholder will be entitled to one vote for each share of stock held by that Shareholder.
22. Each Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that Shareholder by proxy, but no proxy will be valid after 11 months from the date of its execution unless the proxy provides for a longer period.
23. Execution of a proxy may be accomplished by the Shareholder or by the authorized Officer, Director, employee or agent of the Shareholder, signing the writing or causing that person's signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature.
24. A duly executed proxy will be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the shares or an interest in the Corporation generally.

#### **Voting Rights of Fiduciaries, Pledgers and Joint Owners of Shares**

25. Persons holding shares in a fiduciary capacity will be entitled to vote the shares so held. Persons whose shares are pledged will be entitled to vote, unless, in the transfer by the pledger on the books of the Corporation, that person has expressly empowered the pledgee to vote the shares, in

which case only the pledgee, or that pledgee's proxy, may represent and vote the shares.

### **Voting Trusts and Other Voting Agreements**

26. Two or more Shareholders may, by agreement in writing, create a voting trust by depositing their shares with a voting trustee, who will have the authority to vote the shares in accordance with the terms and conditions of the voting trust agreement. To be valid, the voting trustee must deliver copies of the list of Shareholders and the voting trust agreement to the Principal Office of the Corporation. Upon receiving the voting trust agreement, the Corporation will issue new share certificates in the name of the trustee and cancel the old share certificates. The new share certificates issued will state that they are issued pursuant to a voting trust agreement.
27. Any amendment to a voting trust agreement will be made by a written agreement, a copy of which will be filed with the Principal Office of the Corporation.
28. The right of inspection of any voting trust agreement or related amendment by a Shareholder of record or a holder of a voting trust certificate, in person or by agent, will be the same right of inspection that applies to the securities register of the Corporation.
29. An agreement between two or more Shareholders, if in writing and signed by the parties to the agreement, may provide that in exercising any voting rights, the shares held by them will be voted as provided by the agreement, or as the parties may agree, or as determined in accordance with a procedure agreed upon by them.
30. The above provisions concerning voting trusts and voting agreements will not be deemed to invalidate any voting or other agreement among Shareholders or any irrevocable proxy which is not otherwise illegal.

### **Cumulative Voting**

31. Shareholders may use cumulative voting elections when electing Directors.

## **BOARD OF DIRECTORS**

### **General Powers**

32. The business and affairs of the Corporation will be managed by or under the direction of the Board.

### **Number, Tenure and Quorum**

33. The Board will consist of one member, who will be a natural person. Directors need not be Shareholders. The Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. In order to transact business at a meeting of the Directors, a quorum of \_\_\_\_\_ percent of the total number of Directors eligible to vote will be required. The vote of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

### **Regular Meetings**

34. By resolution, the Board may provide the time and place, either within or without the Commonwealth of Massachusetts, for the holding of regular meetings without any notice other than that resolution.

### **Special Meetings**

35. Special meetings of the Board may be called by or at the request of the President or by a majority of the Directors. The person or persons calling that special meeting of the Board may fix any date, time or place, either within or without the Commonwealth of Massachusetts, to be the date, time and place for holding that special meeting.

### **Notice**

36. Written notice of the date, time, and place of a special meeting of the Board will be given at least 3 days prior to the date set for that meeting. The written notice can be given personally, by mail, by private carrier, by telegraph, by telephone facsimile, or by any other manner as permitted by the Massachusetts Business Corporation Act. The notice will be given by the Secretary or one of the persons authorized to call Directors' meetings.
37. If written notice is mailed, correctly addressed to a Director's address as provided in the Corporation's current records, the notice will be deemed to have been given to that Director at the time of mailing. If written notice is sent by private carrier or if the written notice is sent by United

States mail, postage prepaid and by registered or certified mail, return receipt requested, the notice will be deemed to have been given to a Director on the date shown on the return receipt. Otherwise notice is effective when received by a Director.

38. Notice of any Directors' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing, must be signed by a Director, and must be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of that meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

#### **Action by Directors Without a Meeting**

39. Any action to be taken at any meeting of the Board or of any committee of the Board may be taken without a meeting if all members of the Board or committee, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

#### **Remote Communication Meetings**

40. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Directors not present in the same physical location may simultaneously communicate with each other.
41. A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

#### **Vacancies and Newly Created Directorships**

42. When vacancies or newly created directorships resulting from any increase in the authorized number of Directors occur, a majority of the Directors then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Directors to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Shareholders.



43. If at any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any Officer or any Shareholder or an executor, administrator, trustee or guardian of a Shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a Shareholder, may call a special meeting of Shareholders for an election to fill the vacancy.
44. When one or more Directors resign from the Board and the resignation is to become effective at a future date, a majority of the Directors then in office, including those who have so resigned, will have the power to appoint new Directors to fill this vacancy or vacancies. The appointments of these new Directors will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Shareholders.

#### **Removal**

45. Any Director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors at a special meeting of the Shareholders called for that purpose. No director may be removed when the votes cast against removal would be sufficient to elect the director if voted cumulatively at an election where the same total number of votes were cast.

#### **Organization**

46. Meetings of the Board will be presided over by the President, or in the President's absence by a Director chosen at the meeting. The Secretary will act as secretary of the meeting, but in the absence of the Secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

#### **Chairman of the Board**

47. The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board.

#### **Compensation**

48. The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors, including their services as members of committees of the Board. All changes to Director compensation are subject to ratification by the Shareholders.

**Presumption of Assent**

49. A Director of the Corporation who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:
- a. The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting;
  - b. The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
  - c. The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the Corporation within a reasonable time after adjournment of the meeting.
50. Any right to dissent or abstain from the action will not apply to a Director who voted in favor of that action.

**COMMITTEES****Appointment**

51. The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.
52. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member.
53. The committee or committees, to the extent provided in the resolution of the Board will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. No such committee will have the power or authority in reference to the following matters:

- a. Approving or adopting, or recommending to the Shareholders, any action or matter (other than the election or removal of Directors) expressly required by the Massachusetts Business Corporation Act to be submitted to Shareholders for approval; or
- b. Adopting, amending or repealing any Bylaw of the Corporation.

### **Tenure**

54. Each member of a committee will serve at the pleasure of the Board.

### **Meetings and Notice**

55. The method by which Directors' meetings may be called and the notice requirements for these meetings as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **Quorum**

56. The requirements for a quorum for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **Action Without a Meeting**

57. The requirements and procedures for actions without a meeting for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **Resignation and Removal**

58. Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of a committee may resign from the committee at any time by giving written notice to the Chairman of the Board of the Corporation, and unless otherwise specified in the notice, the acceptance of this resignation will not be necessary to make it effective.

### **Vacancies**

59. Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board.

**Committee Rules of Procedure**

60. A committee will elect a presiding officer from its members and may fix its own rules of procedure provided they are not inconsistent with these Bylaws. A committee will keep regular minutes of its proceedings, and report those minutes to the Board at the first subsequent meeting of the Board.

**OFFICERS****Appointment of Officers**

61. The Officers of the Corporation (individually the "Officer" and collectively the "Officers") will consist of the President, a treasurer (the "Treasurer") and the Secretary.
62. The Officers will be appointed by the Board at the first meeting of the Directors or as soon after the first meeting of the Directors as possible, if Officers have not already been appointed. Any appointee may hold one or more offices.

**Term of Office**

63. Each Officer will hold office until a successor is duly appointed and qualified or until the Officer's death or until the Officer resigns or is removed as provided in these Bylaws.

**Removal**

64. Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

**Vacancies**

65. The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise.

**President**

66. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the President will be:
- a. To have the general management and supervision, direction and control of the business and affairs of the Corporation;

- b. To preside at all meetings of the Shareholders when the Chairman of the Board is absent;
- c. To call meetings of the Shareholders to be held at such times and at such places as the President will deem proper within the limitations prescribed by law or by these Bylaws;
- d. To ensure that all orders and resolutions of the Board are effectively carried out;
- e. To maintain records of and certify, whenever necessary, all proceedings of the Board and the Shareholders;
- f. To put the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the opinion of the President, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the instructions of the Board, to have general charge of the property of the Corporation and to supervise and manage all Officers, agents and employees of the Corporation; and
- g. To perform all other duties and carry out other responsibilities as determined by the Board.

#### **Treasurer**

67. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Treasurer will be:
- a. To keep accurate financial records for the Corporation;
  - b. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;
  - c. To endorse for deposit all notes, checks, drafts received by the Corporation as instructed by the Board, making proper vouchers for them;
  - d. To disburse corporate funds and issue checks and drafts in the name of the Corporation, as instructed by the Board;

- e. To submit to the President and the Board, as requested, an account of all transactions by the Treasurer and the financial condition of the Corporation;
- f. To prepare and submit to the Board annual reports detailing the financial status of the Corporation; and
- g. To perform all other duties and carry out other responsibilities as prescribed by the Board or the President.

### **Secretary**

68. The Secretary will perform the following duties:

- a. Prepare the minutes of the meetings of the Shareholders and meetings of the Board and keep those minutes in one or more books provided for that purpose;
- b. Authenticate the records of the Corporation as will from time to time be required;
- c. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- d. Act as custodian of the corporate records and of the corporate seal, if any, and ensure that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized;
- e. Keep a register of the post office address of each Shareholder;
- f. Sign, along with the President, certificates for shares of the Corporation, the issuance of which will have been authorized by resolution of the Board;
- g. Have general charge of the Shareholders' List of the Corporation; and
- h. Perform all duties incidental to the office of Secretary and any other duties as from time to time may be delegated to the Secretary by the President or the Board.

**Delegation of Authority**

69. The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

**LOANS, CHECKS, DEPOSITS, CONTRACTS****Loans**

70. Without authorization by a resolution of the Board, the Corporation is prohibited from making or accepting loans in its name, or issuing evidences of indebtedness in its name. The authorization of the Board for the Corporation to perform these acts can be general or specific.

**Checks, Drafts, Notes**

71. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation and in a manner as will from time to time be determined by resolution of the Board.

**Deposits**

72. All funds of the Corporation not otherwise used will be deposited to the credit of the Corporation in banks, trust companies, or other depositories designated by the Board.

**Voting Securities Held by the Corporation**

73. The President, or another Officer or agent designated by the Board will, with full power and authority attend, act, and vote, on behalf of the Corporation, at any meeting of security holders or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At that meeting, the President or other delegated agent will have and execute any and all rights and powers incidental to the ownership of the securities or interests that the Corporation holds.

**Contracts**

74. The Board may give authority to any Officer or agent, to make any contract or execute and deliver any instrument in the name of the Corporation and on its behalf, and that authority may be general or specific.

**Conflict of Interest by Directors**

75. A Director or Officer of the Corporation will be disqualified from voting as a Director or Officer on a specific matter where that Director or Officer deals or contracts with the Corporation either as a vendor or purchaser.
76. A Director or Officer of the Corporation will not be disqualified as a Director or Officer for the sole reason that the Director or Officer deals or contracts with the Corporation either as a vendor, purchaser, or otherwise.

**Loans to Employees and Officers**

77. The Corporation may not lend money to, or guaranty any obligation of, or otherwise assist, any Officer or employee of the Corporation or of any subsidiary of the Corporation, including any Officer or employee who is a Director of the Corporation or any subsidiary of the Corporation.



## APPENDIX

### Glossary

- **Bylaws** - the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of the Corporation.
- **Chairman of the Board** - Once a Board of Directors has been appointed or elected by the Shareholders, the Board will then elect a chairman (the "Chairman of the Board"). The Chairman of the Board will act to moderate all meetings of the Board of Directors and any other duties and obligations as described in these Bylaws.
- **Corporate Officer** - A corporate officer (individually the "Officer" and collectively the "Officers") is any individual acting for or on behalf of the Corporation. An Officer of the Corporation will usually be appointed to a specific task such as secretary, president, treasurer or other similar position. One person may hold several offices. The Officers will manage the day-to-day operations of the Corporation and report to the Board of Directors.
- **Principal Executive Office** - The Principal Executive Office for the Corporation is where the President of the Corporation has an office.
- **Principal Office** - The Principal Office of the Corporation is the address designated in the annual report where the executive offices of the Corporation are located.
- **Principal Place of Business** - The Principal Place of Business is the address at which the Corporation conducts its primary business.
- **Registered Office** - The Registered Office is the physical street address within the state where the registered agent can be contacted during normal business hours for service of process.
- **Shareholders' List** - A Shareholders' List is the complete record of the owners of shares of stock in the Corporation.



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

mass.gov/dor

Letter ID: L1068901504  
Notice Date: June 11, 2018  
Case ID: 0-000-548-256



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ELEVATED GARDENS LLC  
33 CROSSIN TER  
PITTSFIELD MA 01201-7703

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

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

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

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

### *What if I have questions?*

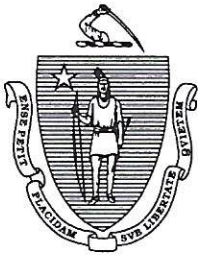
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *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



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

William Francis Galvin  
Secretary of the  
Commonwealth

June 7, 2018

TO WHOM IT MAY CONCERN:

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

**ELEVATED GARDENS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **June 6, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **NONE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth

# Dispensing Procedures

Elevated Gardens will not be dispensing any form of marijuana to consumers. We are a cultivation facility that will only sell finished marijuana to licensed retailers in the state of Massachusetts. As a cultivator, we will be responsible for cultivating, curing, packaging, and labeling cannabis products for delivery to retailers.

Elevated Gardens will still mandate dispensing procedures that only apply to the preparation of finished marijuana to retailers. Once we know that we have a projected retailer interested in our product, we will then do an inventory check to verify that the products are currently available. Prior to transporting to retailers, we will ensure that we have the accurate labeling, packaging, and weight of the product available. We will contact the destination establishment through a secure email to verify their order. After that is determined, we can setup a time and date for delivery. Our transportation agents will then prepare the batch of marijuana by completing the appropriate documentation for transportation. When it's time to deliver to the buying marijuana establishment, our agents will ensure that the product is accurately weighed and labeled. Our labels will have the results from the testing laboratory showing that it's free of contaminant as well as the full cannabinoid profile. Before any marijuana is sold, Elevated Gardens will ensure to place a clear, legible label with words no less than 1/16 inch in size on each package of marijuana that is available for retail sale.

Each package will be labeled with the following information:

1. The name and registration number of the cultivator that produced the marijuana, together with the retail licensee's business telephone number, e-mail address, and website information.
2. The quantity of marijuana in the package.
3. The date that the Marijuana Cultivator packaged the contents and a statement of which licensee performed the packaging.
4. Batch number, sequential serial number, and the bar code used to identify that batch associated with manufacturing or processing.
5. The full cannabinoid profile of marijuana contained within the package, including THC and other cannabinoid levels.
6. A statement and a seal certifying that the product has been tested for contaminants, that there were no adverse finds, and the date of testing.
7. This statement, including capitalization: "This product has not been analyzed or approved by the 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."
8. The following symbols issued by the Commission will be used on the packaging. These symbols indicated the package contains marijuana product and that the product is harmful to children.



We will package the marijuana in our transportation vehicle that is compliant with CMR 500.105.13 transportation. The packaged marijuana will be stored in a secure compartment that is temperature controlled to prevent degrading of marijuana. The agents will then deliver the product to the destination establishment with high regard to our transportation policy and procedures. Once the marijuana is successfully delivered and accounted for by the buying establishment, our establishments agents will immediately return to our facility.

As a cultivation facility we will ensure that none of our product will be diverted or dispensed to a non licensed retailer. We will make sure that our products are accurately labeled and packaged for all licensed retailers to dispense.

## **Diversity Plan**

Elevated Gardens is committed to building a diverse workforce that promotes respect, empowerment and professional growth. A diverse workforce will expand the perspectives of others within the company and foster new ideas. Our goal is to build a workplace, of various individuals, who are valued and encouraged to maximize their potential. In order to achieve and maintain our workplace of diversity, we have set forth the following plans:

### **Goals**

1. Increasing the number of individuals falling into the listed demographic categories working in the establishment and providing tools to ensure their success.
2. Provide access for and assisting individuals falling in the above-listed demographics to achieve their goal of entering the adult-use marijuana industry.

### **Programs**

Elevated Gardens will have a 25% staffing goal from the following groups: minorities, women, veterans, people with disabilities, lesbian, gay, bisexual, and transgender. We will post monthly listings with local workforce development agencies such as Berkshire Works and Berkshire County Regional Employment Board, as they will ensure a diverse pool of applicants. We will also post monthly employment listings on various platforms to expand our reach. Some of these platforms include local online job boards, recruitment sites, the local newspaper and career fairs. We will use Jopwell, i.e. <https://www.jopwell.com>, an online diversity job board that will assist us in creating a diverse workforce.

In order to maintain diversity and inclusion long term, we are developing a leadership program where all employees are required to participate. Once a month

during our staff meetings, we will hold a group discussion based around leadership. During leadership meetings, individuals will learn about various leadership styles and discover their own leadership style. Individuals will improve their professional and communication skills. During the leadership program meetings, employees will have to opportunity to learn more about themselves as well as learning more about their colleagues. It is our goal that the leadership program will help build confidence among all employees and give them an additional opportunity to use their voice within the company. The leadership program will take place once a month during staff meetings and we will utilize materials such as leadership quizzes in order to determine employee's leadership style and books such as *The 7 Habits Of Highly Effective People*. During each leadership meeting, the team will partake in a guided discussion which will encourage team building.

## **Measurement**

Elevated Gardens will assure we are maintaining a fair and diverse workforce by keeping records of all efforts and results on a spreadsheet for quarterly and annual reviews. At the end of each year we will measure our employee demographics to ensure that we have met our 25% staffing goal. Elevated Gardens will also conduct employee workplace surveys twice per year. We will document and use the results to decide on what, if any, changes to our plans are needed. Every year-end we will complete an annual analysis and measure each person's employment path within the company to show how much relative influence they have in comparison to their peers at a similar level. To measure the success of our leadership program, we will again survey participants and ask for valuable feedback on how we can improve the program.

Elevated Gardens plans to log all metrics into a spreadsheet that will include;

1. Number of individuals from the demographic groups listed above who were hired and retained after the issuance of a license;
2. Number of positions created since initial licensure and beyond;
3. Number of postings in diverse publications or general publications with supporting documentation; and
4. Number of and type of leadership sessions held or participated in with supporting documentation;

Elevated Gardens will comply with the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited practices of advertising, branding, marketing, and sponsorship of every Marijuana establishment. Any action taken, or programs instituted by Elevated Gardens will not violate the Commission's regulations or other applicable state laws.

It is important to Elevated Gardens that our employees are representative of Pittsfield's demographics and that everyone is given an opportunity within the industry. Elevated Gardens understands that a diverse and inclusive workforce helps individuals excel in their professional development, while achieving greater success within the company. We are confident that our hiring processes and leadership program will create and maintain employee opportunity, value, commitment, and overall satisfaction. We are committed to listening to our employees, as a voice at the table, and value their feedback for any ideas or concerns that they may have.



## Maintenance of Financial Records

Pursuant to 935 CMR 500.105(9)(e), Elevated Gardens has established this financial record keeping policy to maintain transparency and to ensure the accuracy of its financial records. Elevated Gardens' records, which shall be maintained for a minimum of three years from their creation, will include manual and/or computerized records of:

- assets and liabilities (935 CMR 500.105(9)(e)(1));
- monetary transactions (935 CMR 500.105(9)(e)(2));
- books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers (935 CMR 500.105(9)(e)(3));
- sales records including the quantity, form, and cost of marijuana products (935 CMR 500.105(9)(e)(4);
- and salary and wages paid to each employee, stipends paid to each board member, if applicable, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with Elevated Gardens as a Marijuana Establishment (935 CMR 500.105(9)(e)(5)).

If and when Elevated Gardens' ceases its operations, for any reason, we will maintain all records for two years after cessation of operations at our sole cost and expense. The post-operation record maintenance shall be conducted in a form and location acceptable to the Massachusetts Cannabis Control Commission, in order to satisfy the regulatory requirements found at 935 CMR500.105(9)(g).

Elevated Gardens LLC will not utilize any software or any other type of method that would manipulate or alter sales data. Elevated Gardens' will conduct a monthly analysis of all sales equipment and data to ensure that no software or methodology will be utilized to manipulate or alter sales data. The records from the monthly analysis will be maintained and accessible to the Commission upon request. If Elevated Gardens' determines that software has been installed for the

purpose of manipulation or alteration of sales data or other methods that have been utilized to manipulate or alter sales data:

1. Will immediately disclose the information to the Commission
2. Will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. Take such other action directed by the Commission to comply with 935 CMR 500.105.

Elevated Gardens' will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements. Elevated Gardens' will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non marijuana sales. If Elevated Gardens' is ever colocated with a medical marijuana treatment center (RMD), on a biannual basis we would provide the Commission accurate sales data collected during the six months immediately preceding this application. This would ensure adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

## **Personnel Policies & Background Checks**

### **WORKFORCE/OPERATIONS SECURITY**

Making sure that our routine operations follow secure procedures is as important as physically securing the cultivation facility and having emergency response procedures in place. Consistent, proactive operational security policies and procedures greatly reduce the likelihood that emergencies will arise.

#### **Staffing Structure and Current Employee Roster**

We expect to employ at 4-6 employees at the facility. For any positions that have already been filled, we provide the names and biographies of the persons hired.

#### **Background Screening**

All employees of Elevated Gardens will be duly-registered as marijuana establishment agents and shall be required to complete a background check pursuant to 935 CMR 500.030(1) prior to commencing employment duties. All of Elevated Gardens marijuana establishment agents shall complete a company-led training course and shall complete a Responsible Vendor Program in accordance with 935 CMR 500.105(2)(b). Employees will be required annually to receive a minimum of eight hours of on-going pursuant to 935 CMR 500.105(2)(a). We will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except

for the purposes of the Marijuana Program as an “excluded felony offense.” Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

- Elevated Gardens, LLC will ensure employees are at least 21 years of age.
- Elevated Gardens, LLC will obtain age of applicant on each employee application.
- A copy of applicant’s valid, unexpired Massachusetts driver’s license will be made and attached to each employment application.
- If employee will be working in capacity of “transporter”, a copy of current auto insurance will be placed in employee and verified that insurance meets states minimum standard.
- A Level 2 criminal background check including the disqualifying offense
- Individuals will submit a full set of fingerprints to the department, vendor, entity, or agency authorized for processing by the state which may be forwarded to the FBI

## **Personnel Records**

We will maintain personnel records for each employee, agent, or

volunteer that includes:

- Application,
- Documentation of all required training,
- A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters, and
- Record of any disciplinary action taken against employee at any time during employment.
- These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us.
- Record Keeping. Records of a Marijuana Establishment must be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:
  - Written operating procedures as required by 935 CMR 500.105(1);
  - Inventory records as required by 935 CMR 500.105(8);
  - Seed-to-sale tracking records for all marijuana products as required

by 935 CMR 500.105(8)  
(e);

- Pursuant to 935 CMR 500.105(9)(d), Elevated Gardens shall maintain the following personnel records:
  - - 1. Job descriptions for each employee and volunteer position, as well as organizational chart consistent with the job descriptions
    - 2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall 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.
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  4. Personnel policies and procedures; and
  5. All background check reports obtained in accordance with 935 CMR 500

### **Training and Drills**

Security and emergency response training is only part of the comprehensive training required for all employees. Training will also cover:

- Marijuana laws and regulations,
- Personal safety, fire safety, and crime prevention
- Basics of Marijuana

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and

presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols.

In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement.

### **Business Hours**

Elevated Gardens, LLC will operate seven days per week. Hours will be Monday-Saturday 9am – 8pm and Sunday 10am – 6pm.

### **Security of Keys and Key Codes Policy**

Policy to describe procedure for the distribution and securing of keys/ key codes provided by licensee and/or authorized representatives to employee and the procedure to be followed upon termination of employment to security to the licensed premises. It is the Policy of Elevated Gardens, LLC to maintain the security of all keys and or key codes to any enclosed area. The licensee and / or authorized representative of Elevated Gardens, LLC may provide a key(s) and/or key codes to designated employees. Upon termination, key shall be surrendered and key codes voided to main security upon the licensed premises.

#### **I. Procedure**

a. Licensee and or authorized representative of Elevated Gardens, LLC may distribute keys and/or key codes to designated employees. These keys or key codes are to be used exclusively for the opening of exterior and interior doors at the opening of each business day and to secure the premises at the close of each business day.

b. When a key or key code is distributed to an employee, the “Key/Key



Code Distribution” form will be completed, updated for any changes, and kept in the employee’s file and a copy placed in “Key/Key Code Distribution file”. This form timed and dated form is signed by the employee acknowledging the receipt of key, explicit use of key/codes and policy to contact management immediately for all lost or stolen keys.

- Employee agrees to use key exclusively for intended purpose and will not share key with other employees without exclusive permission by Licensee in the event of an unusual circumstance.
- Employee will attempt to have a duplicate made.
- Employee understands that there will be a periodic inspection to assure employees possess keys assigned and none are lost.
- Employee agrees to keep unique key code confidential and will not share key codes with other employees.
- The sharing of keys or key codes may lead to immediate termination

c. Should an employee in possession of a key terminate employment without surrendering the key to the licensee or authorized, a lock smith will be called and shall change the key cylinder to all exterior/interior doors with the intent to be completed by the close of said business day. Key codes will be voided.

d. Keys shall be kept on a secure ring and to remain in the possession of the licensee/authorized representative during business hours.

## **Workplace Safety and Accident Prevention**

A Workplace Accident and Injury Reduction Program will be put in place to ensure the appropriate controls are in place to maintain internal safety. A Program Manager will be identified and will have authority and responsibility for the overall implementation and execution of the program. All Managers and Team Leads will be charged with maintaining safe working conditions thru the policy described below.

### **Program Manager Responsibilities**

The Program Manager will be responsible for ensuring the complete and thorough implementation of all internal safety procedures related to employees. Below is a summary of the Program Manager's Responsibilities.

- **Complete Start-Up Checklist** – Create a start-up checklist of safety hazards to monitor and determine the correct method for compliance. Perform all of the tasks identified on the startup checklist.
- **Track Corrective Actions to Completion** - The need for action to correct workplace safety or health deficiencies may be identified and reported through workplace inspections, suggestions by management or employees, and accident investigations. Ensure that the person responsible for completing each corrective action is clearly documented. Report to the General Manager any required corrective actions that are not completed in a timely manner.
- **Injury Reporting and Recording** – All injuries and fatalities will be reported in accordance with OSHA and Massachusetts State Law.

- **Notify Accident Investigator** - Notify the appropriate accident investigator of all accidents, injuries, illnesses and near miss incidents. File documentation of completed investigations in the Accident Investigations folder.
- **Team lead and Manager Safety Training** - Ensure that all team leads and managers are aware of their responsibilities under this Workplace Accident and Injury Reduction Program. Ensure that all team leads and managers are aware of the hazards to which their employees may be exposed and the controls necessary for their employees to work safely.
- **New Employee Safety Training** - Provide employees with a copy of the Code of Safe Practices and perform all of the training required. Perform additional training if employees are given new job assignments with additional hazards, when new substances, processes, procedures or equipment are introduced into the work area, and when new workplace hazards are recognized. Have the employee date and sign a copy of the safety training certification (at the bottom of the training requirements form). File the completed form in the [Safety Training] folder.
- **Start-up Safety Training** - Ensure that all employees receive initial safety training when this Workplace Accident and Injury Reduction Program are first established.
- **Hazard, Control and Personal Protective Equipment Changes** - Update this Workplace Accident and Injury Reduction Program to reflect any changes in the hazards to which employees are exposed, the engineering controls used to protect them from those hazards, or personal protective equipment they use.

- **Perform Annual Review** - Review the effectiveness of this program every year by completing the Program Review Checklist. Report the results of the review to the General Manager and place the completed checklist in the [Program Reviews] file.
- **Disseminate Internal Safety Inspections** - Ensure that all safety inspections which are not performed by the safety committee are provided to the safety committee for review
- **Disseminate External Safety Inspections** - Ensure that the results of third-party safety inspections (e.g. government, insurance company, etc.) are provided to the safety committee for review.
- **Disseminate Accident Investigations** - Provide the safety committee with the results of any accident/near miss investigations, which weren't performed by the committee itself for review.
- **Maintain Workplace Accident and Injury Reduction Program Files** - Ensure that all documentation generated by this program is properly filed.
- **File Safety Inspections** - Review all safety inspection checklists to verify that all hazards identified during the inspection have been corrected. Provide copies of the inspection checklists to the Safety Committee for discussion at the next meeting. File completed safety inspection checklists in the [Safety Inspections] folder.

## **All Managers and Team Leads**

Elevated Gardens, LLC recognizes that safety falls on the community. Therefore, in addition to the Program Manager, all managers and team leads will be required to adhere to the following program to ensure that the workplace remains safe and the appropriate monitoring and disciplinary mechanisms are in place. This section identifies who is responsible for implementing each element of this Workplace Accident and Injury Reduction Program. The actual performance of activities described in this section may be delegated to others, but the ultimate responsibility for ensuring that each program element is implemented correctly remains with the individuals identified below.

- **Set A Good Example** - Set a good example by complying with all health and safety requirements established for employees. Act promptly to correct any health and safety issue that is identified.
- **Follow-up on Unsafe Condition Reports** - Follow-up on all unsafe conditions or near miss incidents reported by employees. Report problems that are corrected immediately to the Workplace Accident and Injury Reduction Program Manager verbally. Issues that cannot be corrected immediately must be documented in writing and forwarded to the Workplace Accident and Injury Reduction Program Manager. Inform the Workplace Accident and Injury Reduction Program Manager in writing when appropriate corrective actions are implemented.
- **Enforce Code of Safe Practices** - Discipline employees who do not comply with the Code of Safe Practices or behave unsafely in accordance with company discipline policy. At a minimum, discipline must include:

- Verbal warning and retraining for first offense
- Written warning for second offense (place copy in employee's personnel file)
- Suspension without pay or termination for subsequent offenses  
Refusal to Perform Dangerous Work and Reporting Dangerous conditions.
- Do not sanction employees who refuse work in dangerous conditions until the hazards are corrected. Do not sanction or retaliate against employees who report workplace hazards in any way; they are required to do so by this program.
- **Imminent Hazards** - In the event of an imminent hazard, which cannot be corrected immediately, stop work and remove all exposed personnel from the area. Ensure that all employees assigned to correct the hazard are provided all necessary safeguards. Report imminent hazard events to the Workplace Accident and Injury Reduction Program Manager.
- **Process Changes** - Notify the Workplace Accident and Injury Reduction Program Manager of all changes to the work environment which affect the hazards to which employees are exposed or the methods used to protect employees from those hazards. This Workplace Accident and Injury Reduction Program may need to be updated to accommodate the process changes.

## Code of Safe Work Practices

Below is the Code of Safe Work Practices that will be provided to all employees.

- **Follow All Safety Rules** - All employees must work safely and follow all safety rules.
- **Workplace Accident and Injury Reduction Program Available** – Elevated Gardens, LLC will have a written Workplace Accident and Injury Reduction Program that describes in detail the policies and procedures which are used to provide a safe work place.
- **Report Unsafe Conditions or Actions** - All employees must immediately report unsafe conditions or near misses to any manager or supervisor, the Workplace Accident and Injury Reduction Program Manager, or any safety committee member. A near miss is an incident where someone could have been hurt but wasn't this time. It is important to correct unsafe conditions or procedures before someone is hurt.
- **Report all Injuries** - Employees must report all injuries (no matter how minor) to their supervisor so that arrangements can be made for medical or first aid treatment. This includes illness or aches and pains that the employee thinks may be work related and that don't go away normally. Do not disturb or cleanup the scene of a serious accident (except to aid injured people or make the area safe) until an accident investigation has been completed.
- **Don't Work When Impaired** - Employees shall not work when impaired by fatigue, illness, medication, or intoxicating substances such as alcohol. The use illegal drugs are strictly prohibited.

- **Housekeeping** - Keep your work area tidy and free from unnecessary clutter and trip hazards. Clean up spills as soon as possible.
- **No Horseplay** - Horseplay is forbidden.
- **Threats and Violence are Prohibited** - Violence, threats of violence, and physical intimidation are prohibited. Employees who feel that a company employee, customer, or client is potentially violent must immediately report their concerns to any manager or supervisor, the Workplace Accident and Injury Reduction Program Manager, or any safety committee member. Employees who experience violence on the job, or are threatened or experience physical or verbal intimidation must report this to their supervisor immediately.
- **Fire Extinguishers** - Do not use a fire extinguisher unless you have been trained to do so. Do not use a fire extinguisher to fight a fire unless you are very confident the extinguisher will safely put the fire out. Instead, report fires to your supervisor, and evacuate the building and summon the fire department if necessary.
- **Eyesight is Precious** - Always wear your eye protection when required. There are many types of eye protection available, tell your supervisor if your eye protection distorts your vision or gives you headaches.
- **Computer Ergonomics** - Employees should take time to set up



their computer comfortably. The keyboard and monitor should be directly in front of them so that they can work without twisting. The keyboard should be just below elbow height when sitting with their shoulders and arms relaxed at their sides. The top of the monitor screen should not be above eye level. If necessary, employees should raise their seats and use a footrest if their feet don't rest flat on the ground. Employees should request a split keyboard or alternative mouse if their existing equipment generates wrist or arm discomfort.

- **Minimize monitor glare** - Employees should arrange their workspace so that there is not excessive glare on their monitor screen from lights or windows.
- **Follow Security Procedures** - Employees must strictly follow all security procedures. Report any security lapses to your supervisor immediately.
- **In the Event of a Robbery** - Remain calm.
- **Inspect Power Cords** - Never use electrical equipment unless the power cord and grounding plug (if present) are in good condition. Never use equipment that shocks you, even the small shock from a minor short will get worse in time.

Report all problems with electrical equipment to your supervisor.

- **Additional Information** - Your supervisor will provide additional information regarding emergency evacuation procedures and any

additional hazards or working procedures specific to your work area. Never start working on a task until you have been fully trained on the safety requirements and your supervisor has cleared you to begin.

- **Emergency Management**

Define the standards for Emergency Communication and define how personnel should respond to an emergency.

- **Emergency Communication/Response**

Emergency situations and disasters can range from fires, robbery, injury, and severe weather, to security breaches and vandalism. Elevated Gardens, LLC will have an emergency response team who will manage all aspects of the given emergency. Initial emergency protocols are should always be followed first (security system activated, 911 called, etc.). Once an emergency is identified, the team will be responsible for communication to leadership, employees, and the community. The responsibilities for emergency communications are outlined below:

- Launch immediately after an emergency is identified.
- Provide a brief to senior management on the situation.
- Identify and brief the company spokesperson of the situation.
- Employee contacts will be stored in a single location and we will utilize a phone tree to cascade down relevant information to employees.

- Communicate situation information and procedural instructions to employees and other stakeholders.
- Communicate with employee families and the local community.
- Continually adapt to changing events associated with the emergency.

### **Emergency Exit Protocol**

In the event of an emergency, the building may require evacuation. Situations requiring evacuation could be, but are not limited to the following:

- Natural gas leak
- Flammable liquid spill/and or release
- Power line failure
- Active Shooter/Hostage situation
- Hazardous chemical spill/and or release
- Flooding
- Fire alarm

## **Building Evacuation**

- All building evacuations will occur when an alarm sounds and/or upon notification by Elevated Gardens, LLC, Police Officer, or Fire Department personnel.
- When the building evacuation alarm is activated during an emergency, leave by the nearest marked exit and alert others to do the same.
- Elevators should never be used during an emergency evacuation situation.
- Assist persons with disabilities in exiting the building. Two or three individuals may carry the persons with disabilities from the building if the persons with disabilities cannot negotiate the stairs.
- If persons with disabilities cannot be transported from the building without using an elevator – assist person with disabilities to a safe area, notify emergency personnel immediately.
- Once outside, proceed to the designated gathering point. This should be a clear area that is at least 500 feet or further, depending on the type of incident, away from the affected building. Stay there. This designated area should be pre-determined by an office manager or supervisor.
- Keep streets, fire lanes, hydrant areas, and walkways clear for

emergency vehicles and personnel. Know your area assembly points.

- Immediately notify emergency personnel of any injured persons and individuals remaining, in the affected building.
- Do not return to an evacuated building unless told to do so by emergency personnel.

### **Access for Emergency Response Units:**

All Emergency Personnel will have access to all ingress and egress emergency entrance and exits at all hours of the day. If emergency units need to enter location during Off Hours, facility surveillance system has the ability to unlock doors through a wireless operating system.

### **Robbery**

In the event of a robbery, all employees should remain calm and cooperate with the robber.

If they are able to access the security system unnoticed without risk to their safety, they should do so.

If they cannot access the security system, then they should continue to cooperate until the robber leaves. At that point, immediately activate the security system and/or dial 911.

### **Data Breach**

If a data breach is identified, the IT partners who manage the network should be contacted.

Employees should identify what data was stolen and understand

specifically what information was lost in the breach.

Change all passwords.

Contact relevant financial institutions if banking information is compromised.

### **Theft**

If theft is identified, it should be immediately reported to a supervisor for investigation. The supervisor should identify what is missing and review security footage for breeches.

In the event that marijuana product is missing, it should be reported to the local authorities.

### **Workplace Accident**

In the event of a critical workplace accident, the alarm should be sounded right away and dial 911. After this, the workplace accidents should immediately be reported to a supervisor.

### **Chemical Contact with**

Individuals should immediately proceed to the eyewash station to begin

### **Eyes**

Rinsing procedures.

In the event of critical injury, 911 should be dialed for emergency medical assistance. The supervisor should be contacted to investigate.

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| <b>Robbery</b>     |  | <p>In the event of a robbery, all employees should remain calm and cooperate with the robber.</p> <p>If they are able to access the security system unnoticed without risk to their safety, they should do so.</p> <p>If they cannot access the security system, then they should continue to cooperate until the robber leaves. At that point, immediately activate the security system and/or dial 911.</p> |
| <b>Data Breach</b> |  | <p>If a data breach is identified, the IT partners who manage the network should be contacted.</p>                                                                                                                                                                                                                                                                                                            |

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|                           |  |                                                                                                                                                                                         |
|---------------------------|--|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                           |  | identify what data was stolen and understand specifically what information was lost in the breach.                                                                                      |
|                           |  | Change all passwords.                                                                                                                                                                   |
|                           |  | Contact relevant financial institutions if banking information is compromised.                                                                                                          |
| <b>Theft</b>              |  | If theft is identified, it should be immediately reported to a supervisor for investigation. The supervisor should identify what is missing and review security footage for breeches.   |
|                           |  | In the event that marijuana product is missing, it should be reported to the local authorities.                                                                                         |
| <b>Workplace Accident</b> |  | In the event of a critical workplace accident, the alarm should be sounded right away and dial 911. After this, the workplace accidents should immediately be reported to a supervisor. |



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| <b>Chemical Contact with</b>      |  | Individuals should immediately proceed to the eyewash station to begin                                                                                                                                                             |
| <b>Eyes</b>                       |  | rinsing procedures.                                                                                                                                                                                                                |
|                                   |  | In the event of critical injury, 911 should be dialed for emergency medical assistance.                                                                                                                                            |
|                                   |  | The supervisor should be contacted to investigate.                                                                                                                                                                                 |
| <b>Chemical Spill on a Person</b> |  | Individuals should immediately proceed safety shower to begin rinsing procedures.<br>In the event of critical injury, 911 should be dialed for emergency medical assistance.<br>The supervisor should be contacted to investigate. |
| <b>Fire</b>                       |  | In the event of a fire, employees should refer the Fire Plan located in                                                                                                                                                            |
|                                   |  | <b>Section 5</b> of this document. Generally speaking, employees should assist                                                                                                                                                     |

|                     |  |                                                                                                                                                                                                                                    |
|---------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                     |  | any person in immediate danger to safety                                                                                                                                                                                           |
|                     |  | Activate the building fire alarm system or notify the fire department by dialing 911                                                                                                                                               |
|                     |  | Only after having done these two things, if the fire is small, you may attempt to use an extinguisher to put it out. You should always be certain that you will not endanger yourself or others when attempting to put out a fire. |
|                     |  | The building should be evacuated                                                                                                                                                                                                   |
| <b>Power Outage</b> |  | The building will be equipped with back-up power so that the facility equipment and security systems will be on at all times 24/7                                                                                                  |

## **Gas Leak or Chemical Spill**

### **Active Shooter**

Alarm should be sounded, 911 dialed, and the building evacuated.

Employees should Run/ Escape, hide if escape is not possible, and Fight

as a last resort.

### **Power Outage**

The building will be equipped with back-up power so that the facility equipment and security systems will be on at all times 24/7

|                             |  |                                                                                          |
|-----------------------------|--|------------------------------------------------------------------------------------------|
| <b>Gas Leak or Chemical</b> |  | Alarm should be sounded, 911 dialed, and the building evacuated.                         |
| <b>Spill</b>                |  |                                                                                          |
| <b>Active Shooter</b>       |  | Employees should Run/Escape, hide if escape is not possible, and Fight as a last resort. |
|                             |  | As employees are able, the alarm should be sounded, and building evacuated               |

### **Employee Health: Personal Hygiene**

The purpose of this Policy is to define the standards for Employee Personal Hygiene. All persons coming into contact with food must wash their hands following CDC recommendations.

- Before, during, and after preparing food
- Before eating food
- Before and after treating a cut or wound

- After using the toilet
- After blowing your nose, coughing, or sneezing
- After touching an animal, animal feed, or animal waste
- After touching garbage
- How?
- Wet hands with clean running water (warm or cold) and apply soap.
- Rub hands together to make a lather and scrub them well; be sure to scrub the backs of hands, between fingers, and under nails.
- Continue rubbing hands for at least 20 seconds.
- Rinse hands well under running water.
- Dry hands using a clean towel or air dry.
- Hand sanitizers are not effective when hands are visibly dirty.

- How should you use hand sanitizer?
- Apply the product to the palm of one hand.
- Rub your hands together.
- Rub the product over all surfaces of your hands and fingers until your hands are dry.
- Gloving is not a substitution for hand-washing.
- All personnel shall follow the color-coding system for frocks and aprons
- white long jackets are to be used in the raw prep room
- blue long jackets are to be used in the kitchen
- lab workers must use scrubs
- All personnel must follow the following guidelines
- hair must be covered at all times when out on the production floor

- no jewelry may be worn on any part of the arms or hands
- any earrings must be contained within the hair covering. No earrings may dangle past the bottom of the earlobe
- all necklaces must be tucked into the neckline of clothing. No part of the necklace may be visible
- clothing worn under coats must be in good working order and must not have appliques or other construction that could come loose and fall into the product. Clothing must cover body hair.
- Clothing and coats must be changed as necessary to prevent creation of unsanitary conditions.

### **Disease Control**

Personnel are not allowed to work on product if they present conditions that would harm or adulterate the finished product. Any evidence of infectious disease including, but not limited to, fever, open lesions, upper or lower respiratory infections, upper or lower gastrointestinal infections, on any person on the production floor is not allowed.

# Qualifications and Training

Elevated Gardens will require all employees to be qualified and trained for their specific title of employment. Establishing training programs will allow our employees to have a full understanding of what is expected from them. Each position of employment will have certain qualification requirements specific to their position.

## **Organization**

Elevated Gardens will be hiring a team of individuals that we think will best suit the position at hand. Our organization will consist of a head cultivator, cultivator assistants, trimmers, and packaging employees. The CEO will be in charge as the head cultivator until a qualified head cultivator is hired. We are hiring cultivation assistants to assist in various aspects of production, harvest, and packaging processes. This position is mid level with the room for learning and growth. Cultivation assistant qualifications will consist of relevant experience in cultivation, greenhouse, or manufacturing operations, detail oriented, the ability to push, pull, or lift 70 lbs, and the ability to stand for extended periods of time. All employees must be 21 years of age or older, pass a state required background check, have a form of transportation, valid drivers license, and be registered as a establishment agent. Applicants should have the ability to work a set schedule and the ability to be available on the weekends. All employees must have the ability to genuinely, and respectfully connect with coworkers, experience a complex, fast-paced environment, desire to learn more about cannabis, and the ability to acquire team-building skills.

Unlike a cultivation assistant, trimming and packaging associates will not be required to have any previous experience in cultivation or manufacturing. This position will be entry level and will be a good way to join our team. We require trimming and packaging associates to have strong attention to detail, ability to adjust trimming technique based on different varieties, time management skills, and the ability to exhibit basic organizational, tracking, and communication skills. All employees will be responsible for tracking batches that are trimmed including the final finished product, trim product, and any unusable waste that is aligned with our company policies and procedures, as well as state and local laws and regulations. We want all employees to help create a proactive and positive environment, with a positive attitude and self motivation to help produce the highest quality product.

## **CEO/COO**

- Managing overall operations and resources.
- Maintaining the company's mission and goals.
- Develop staffing programs.
- Manage employees.
- Establish policies.
- Evaluate employee and company performance.

## **Head Cultivator**

- Manage and maintaining all phases of plant development.
- Follow company policies and procedures.
- Maintaining compliance with state regulations.
- Supervising cultivator assistants.
- Identify and treat infestation, toxicity and deficiency issues.
- Track inventory using seed-to-sale software.

## **Cultivator Assistant**

- Assisting the head cultivator will all aspects of cultivation.
- Observe plant development and nutrient schedule to determine optimal conditions.
- Record environmental conditions such as temperature, humidity, and any other information requested by the head cultivator.
- Maintain nutrient schedule.

## **Packaging/Trimmers**

- Efficiently trim and de-fan plants of excessive leaf material.
- Responsible for accurately weighing and recording weights.
- Responsible for maintaining quality product.
- Communicate known issues to management to ensure smooth flow of operations within the company.
- Responsible for maintaining the cleanliness of the processing and dry areas.
- Ability to sit and focus for long periods of time.

## **Training**

Elevated Gardens will set in place training requirements that will help strengthen employee skills, improve employee satisfaction and moral, increase productivity, and maintain employee safety. Elevated Gardens will be using a Responsible Vendor Training Program (RVT) provider that will be registered and approved by the Commission prior to providing training. We will conduct eight hours of training per year, two hours of that training will be from a RVT provider. All owners, managers, and employees of Elevated Gardens will be required to complete a RVT program within 90 days of hire. In order to maintain the "responsible vendor" designation all owners, managers, and employees must successfully complete the program once every year. Elevated Gardens will maintain records of the RVT program for four years and will be made available for inspection by the Commission. All employees will also be required to take and pass an employee training course that will cover the following: sexual harassment, ethics, diversity training, workplace safety, time management strategies, and teamwork. These sections of training will allow employees to develop their skills while thriving into the future. Establishment agents will be trained on specific duties that are assigned to their position. Agents will be shadow trained until they are competent and responsible to take on the demand of the position.



All agents of the establishment will be trained in case of an emergency. Training will include a disaster plan, anti-diversion training, security, with procedures to be followed in case of fire or other emergencies.

## Emergency Procedures

### Hostile Intruder

Elevated Gardens will have emergency response procedures set in place that will give employees a sequence of steps to take if there was a potential intruder. If a potential intruder is detected through video surveillance or of any other means then establishment agents will immediately contact the Pittsfield Police Department by dialing 911.

At a minimum, the agent should provide the following information:

1. Physical description of the suspect.
2. Number or suspects.
3. Location within the facility.

In the case of a hostile intruder establishment agents must follow these steps of action.

Immediately response:

1. Dial 911 and or activate one of the panic/duress alarms located personally with every agent on their personal lanyard.
2. Alert all people within the facility to find a safe location.
3. If it's life threatening, agent will NOT engage or confront the intruder, instead wait for a response from law enforcement.
4. If it's safe, evacuate the surround area immediately.
5. Close and secure all doors.
6. If unable to safely exit the building, agents must seek shelving in a room where doors can be locked or barricaded securely.
7. Remain out of sight of doors and windows.
8. Remain quiet and turn off volume on cell phones.
9. Follow all instructions provided by the 911 operator.
10. If unable to speak, leave phone line open to allow the 911 operator to hear what is occurring.
11. If responding law enforcement officials are encountered, keep hands elevated and palms visible.
12. If the fire alarm is sounded, remain in place unless fire and smoke is detected.
13. Do not carry items in hands that could be mistakes as a weapon.
14. Agents will assist any employees with disabilities by escorting them to the nearest safe area or exit.
15. After exiting the facility, agents can not return until the area is declared safe by law enforcement and fire officials.
16. Follow all instructions issued by law enforcement and fire officials.

## **Non Hostile/Criminal Trespassing**

1. If a agent detects criminal trespass, the agents should report the information to the supervisor.
2. Two or more agent will secure the area, and conduct an inventory check and look for tampering or missing inventory.
3. If necessary, agents can request assistance from the Pittsfield Police Department and notify the Commission if required.
4. If immediate evacuation was necessary due to an emergency situation, the storage areas and all limited access area will be examined upon return to determine if marijuana products or cash was left unattended, or if any marijuana products and cash are missing following an inventory check. In that case, the agent must prepare an Incident report.
5. Any emergency that would prevent the proper safeguarding of inventory must be report to the Chief Operating Officer.

## **Evacuation**

In the event of a fire or other emergency in which the facility must be evacuated, Chief Operating Officer will be responsible for coordinating a direction and orderly evacuation. Drills for evacuation and lock down will be coordinated with the Pittsfield Police and Fire Departments.

Steps when evacuating include:

1. Move agents who are closest to the danger to safety or to an emergency exit.
2. Direct all agents to evacuate the building through the nearest safe exit.
3. After safely exiting the building, all agents should proceed to a predetermined safety area.
4. In the event of a bomb threat, the recipient agent should notify the Chief Operating Officer and dial 911.
5. In the event of a bomb threat or explosion, all agents should be evacuated.

## **Fire**

In the event of a fire:

1. agents discovering the fire will immediately dial 911, and activate the fire alarm.
2. If safe to do so at the agents discretion, the agent may extinguish the fire.
3. If possible, agent should attempt to turn off electrical equipment and close doors to prevent the spread of the fire.
4. Upon exiting agents will be designated to the nearest evacuation area.

Elevated Gardens will perform and document an annual fire evacuation drill in consultation with the Pittsfield Fire department. Smoke and fire alarms will be test monthly. Fire extinguishers will be inspected on an annual basis.

## Hazardous Weather

In the event of hazardous weather circumstances:

1. Agents must follow the public officials instruction on the Emergency Alert system station.
2. Agents will be advised that sheltering plan will be implemented.
3. If safe to do so, allow agents to depart.
4. Record number of agents who will be sheltering in the facility.
5. Secure and lock all doors and windows.
6. Move agents to a designated sheltered room in the center of the facility.
7. Monitor the Emergency Alert system, radio, or tv to determine if it is safe to leave the sheltered area.

Our goal is to create and maintain a healthy and productive workplace for all employees. Establishing qualifications for new employees allows our company to build a team of individuals that will provide remarkable growth and structure to Elevated Gardens. Provided training will allow our employees to strengthen their skills while providing a safe and successful workforce.

ELEVATED GARDENS LLC  
PROCEDURES FOR QUALITY CONTROL  
AND TESTING FOR POTENTIAL CONTAMINANTS

Pursuant to the Cannabis Control Commission's (the "Commission") regulations at 935 CMR 500.101(1)(c)(7)(f), Elevated Gardens has prepared this detailed summary of its procedures for quality control and testing for potential contaminants, which shall be periodically reviewed and updated to ensure that Elevated Gardens achieves its desired outcome of cultivating only the highest quality marijuana that meet or exceed each and every testing requirement found in the Department of Public Health's *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-Infused Products*, as amended November, 2016 ("DPH Finished Products Protocol") and its *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Marijuana Dispensaries* ("DPH Environmental Media Protocol"). Elevated Gardens shall comply with 935 CMR 500.160(1) and 935 CMR 500.140(9) and shall ensure that all marijuana sold or marketed shall be capable of being testing by Independent Testing Laboratories duly-licensed by the Commission.

Elevated Gardens shall utilize the following procedures for quality control and testing for potential contaminants for its Tier 1 Cultivation operations. Elevated Gardens shall require that all employees adhere to these quality control and contaminant testing procedures as both an ongoing professional responsibility and an express condition of their continued employment.

- Elevated Gardens intends to contract with a duly-licensed independent testing laboratory to perform all required tests pursuant to 935 CMR 500.160. All licensed independent testing labs are required to abide by the DPH Finished Products Protocol published by the Department of Public Health, for every sample of adult-use marijuana or marijuana infused product it tests from Elevated Gardens. Elevated Gardens shall verify that the independent testing laboratory it uses complies with 935 CMR 500.160(7), which requires that all storage of marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). Transportation of marijuana and marijuana infused products to an independent testing laboratory shall comply with 935 CMR 500.105(13).
- Pursuant to 935 CMR 500.160(2), Elevated Gardens shall provide written notice to the Commission within 72 hours of receiving laboratory test results that show contaminant levels above the acceptable limits established in the DPH Protocol. Elevated Gardens shall also ensure that the Independent Testing Laboratory has a policy for, and a contractual obligation to, notify the Commission within 72 hours of the transmission of laboratory test results indicating that a contaminant has exceeded any applicable level found in the DPH Protocol. Said notification from Elevated Gardens shall include a written description of a plan to destroy the contaminated batch, pursuant to Elevated Gardens's Inventory Control Standard Operating Procedures, and in accordance with the requirements for waste disposal found in 935 CMR 500.105(12). Elevated Gardens's notification shall also include a proposed plan of action to identify the source of the contamination to promptly fix, remediate, or mitigate the source of the contamination once identified. If any of Elevated Gardens's inventory is spoiled, deteriorated, mislabelled, contaminated, or expired, it shall be disposed of pursuant to 935 CMR 500.105(12).
- Elevated Gardens shall maintain all test results for its marijuana and marijuana infused products for no less than one year from the date of receipt of the results, pursuant to 935 CMR 500.160(3).
- The lead cultivator or designated cultivation staff shall examine all nutrients utilized in the cultivation operation for contents and potential contaminants prior to injection into the

facility's fertigation systems. The lead cultivator shall maintain records of the ingredient information of all supplemental nutrients and shall furnish said information to the Commission upon request.

- All water utilized in cultivation shall be reclaimed, filtered or otherwise treated, in order to be reused, to the maximum extent practicable, in order to minimize total water consumption. All water discharged into the City of Pittsfield's municipal water treatment plant shall be tested prior to said discharge to ensure that it meets all applicable regulatory limits before entering the municipal system. No water shall be discharged from the facility into the ambient environment.
- Only approved, biologically derived, pesticides, insecticides, and fungicides shall be utilized in the cultivation facility and the dosage of each shall adhere to the manufacturer's recommended dose for commercial scale cultivation.
  - Pesticide application shall only be performed in compliance with *M.G.L. c. 132B* and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00. Any testing results indicating noncompliance shall be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.
- If applicable, soil for cultivation shall meet federal standards identified by the Commission.
- Pursuant to 935 CMR 500.120(9), Elevated Gardens shall conduct its cultivation processes using best practices to limit contamination including, but not limited to, mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 935 CMR 500.120(5) for use on marijuana, mildew, and any other contaminant identified as posing potential harm
- All water used for irrigation shall be filtered or treated using a reverse osmosis system to ensure there are no exceedances of contaminant levels.
- Elevated Gardens shall not sell, market, or promote any marijuana or marijuana infused products that are incapable of being tested by a Commission-licensed independent testing laboratory, pursuant to 935 CMR 500.160(9).
- All staff and visitors shall be required to wear disposable cleanroom jumpsuits, protective footwear, and a protective head wrap or hood, prior to entering those portions of the facility that house the cultivation operation. The entrances to all areas of the facility with cultivation operations shall be equipped with ceiling-mounted blowers to remove potential contaminants prior to staff or visitor entry into those areas.
- If any of Elevated Gardens's employees' job duties include the handling of, or contact with, nonedible marijuana infused products, marijuana, including cultivation, packaging, or, production, Elevated Gardens's marijuana establishment agent shall be required to adhere to the regulations at 105 CMR 300.000 (which details the requirements for food handlers), all edible marijuana products shall be prepared, handled, and stored in full compliance with 105 CMR 500.000's sanitation requirements and 105 CMR 300.000's requirements for food handlers. All marijuana infused products shall be stored at the appropriate temperature to guard against bacterial growth, up to and including commercial-grade refrigeration.
- Elevated Gardens's agents shall abide by strict sanitary practices when working directly in the preparation of nonedible marijuana products or marijuana products, which shall include, but are not limited to, the following:
  - Frequent (to be performed at a minimum, immediately prior to commencing work or handling) and thorough hand washing practices in designated hand-washing facilities, to be located in close proximity to, or directly in, the production areas for cultivation and which shall be equipped with running water at suitable temperature, contain adequate antiseptic and antimicrobial soaps, surfaces that are impervious and easily cleaned (such as stainless steel), and adequate drying apparatus, which shall be clean towels and/or heated air blowers. All hand washing shall be performed with soap, under hot water, with vigorous

agitation of the upper extremities and digits for a minimum of thirty (30) seconds prior to rinsing off any residual antiseptic and antimicrobial soap. Hand washing shall be repeated whenever hands have, or may have, become contaminated, dirty, or soiled.

- Maintaining the highest standards of personal cleanliness.
- Elevated Gardens's facility shall be laid out in such a way so as to allow for the storage of materials and equipment for sanitary maintenance of operations. Waste and litter shall be disposed of and periodically removed to minimize odors and to reduce the potential for waste attracting or housing pests and other contaminants. All waste disposal shall be conducted in compliance with 935 CMR 500.105(12). The facility's physical plant, including, but not limited to floors, ceilings, walls, shall be constructed and retrofitted, as appropriate, to be both structurally sound and to allow for those surfaces to be cleaned and sanitized. All fixtures shall be maintained in a sanitary condition.
- All restroom facilities shall be frequently stocked, cleaned, and inspected to ensure that Elevated Gardens's employees and visitors have adequate access to sanitary restrooms.
- The facility'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.
- All marijuana and marijuana infused products that can support the rapid growth of undesirable microorganisms shall be stored in a manner that prevents the growth of those microorganisms.
- Any cleaners containing toxic ingredients shall be held and stored away from marijuana and marijuana infused products to avoid contamination of those products. All cleaning products containing toxics shall be properly labeled to identify the presence of those toxics.
- Any other items containing toxics shall be similarly sequestered away from marijuana and marijuana infused products to ensure that the maximum protection against contamination of those products is achieved. All toxic-containing items shall be properly labeled.
- Elevated Gardens shall transport and store all products ready for wholesale under ambient environmental conditions that will provide protection against chemical, microbial, and other physical contamination. Containers holding finished products, whether marijuana products or marijuana infused products, shall be designed to guard against deterioration of the finished tested product. Performance of the packaging with respect to contaminant protection shall be periodically evaluated and changed if the review reveals a need to do so.
- Pursuant to 935 CMR 500.105(3)(b)(16), Elevated Gardens shall require that all vehicles and transportation equipment used in its transportation of marijuana or marijuana infused products or edibles requiring temperature control for safety must 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).

Elevated Gardens shall follow all of the Commission's regulatory requirements with respect to mandatory and voluntary recalls of its marijuana and marijuana infused products. In an effort to maintain its high standards of quality control, and its brand reputation, Elevated Gardens shall be proactive in voluntarily recalling any of its products that are contaminated, defective, or otherwise unsafe from the market in order to promote public safety and public health.

# Record Keeping Procedures

Elevated Gardens is committed to maintaining accurate, comprehensive, clear and complete records. We will implement appropriate strategies, processes, applications, and tools to ensure records of the establishment are made and kept. This policy ensures to increase efficiency and accountability.

It is important that all records will be stored in a restricted area, which will only be accessible by authorized personnel. It is a disciplinary offense to disclose confidential information to any unauthorized individual. We will ensure that the information was recorded precisely for the purpose that it serves. Personal information held on computers, will be password protected on encrypted servers to avoid the risk of breaching confidential information. We will establish access controls to restrict agents from specific functions. All computer systems will be security protected at all times. The CEO of Elevated Gardens will be the only person authorized to access these records. The records will be kept for a minimum of 7 years or for the appropriate period of time set forth by the Commission. All records will be available for inspection upon the request from the Commission. All agents will be made aware of all information that is kept about them and will be endorsed by signing. All employees are responsible for any creation of records that pertain to their business activities and making sure these records are secured from unauthorized access. Following the closure of the business, all records will be stored for a minimum of 2 years in a form and location acceptable by the Commission. Confidential documents will be stored in a fireproof filing cabinet made only available to Elevated Gardens CEO. Our seed-to-sale software will allow us to view detailed records of all phases of production, sales, and inventory. Paper documents will be stored in a secure, fireproof filing cabinet which will be made available to authorized personnel.

Elevated Gardens will make all records available for inspection by the Commission. Record will be kept for a minimum of 7 years or for the appropriate period of time set forth by the Commission.

All records that will be maintained and included for inspection are:

- A. Written operating procedures
- B. Inventory records
- C. Seed-to-sale tracking
- D. Waste Disposal
- E. Training Records
- 1. Personnel records 12 month after termination
  - A. All materials
  - B. References
  - C. Staffing plan
  - D. Personnel policies and procedures
  - E. Background checks
- 2. Business records
  - A. Assets and liabilities

- B. Monetary transactions
- C. Books of accounts, supporting documents, agreements, checks, invoices
- D. Sales records
- E. Salary and wages



## Restricting Access to age 21 or older

Elevated Gardens will ensure that anyone under the age of 21 will not be employed by the company or have access to our facility or the products that we produce. Any individual seeking access to the premises will be positively identified and verified to be the age of 21 years or older. This includes other establishment agents, contractors, emergency responders, law enforcement, and representatives of the Commission. Our products will be packaged in child resistant packaging with clear labeling. These labels will state "For use only by adults 21 years of age or older. Keep out of the reach of children." This will make it clear that we do not promote the use of this product to anyone under the age of 21. Elevated Gardens will minimize youth advertisement, exposure, and restrict marketing that targets minors. We will also restrict the appearance, packaging and labeling of products that are likely to be appealing to people under the age of 21.

## Separating Recreational from Medical Operations, if applicable

As a proposed recreational marijuana cultivator, it is not applicable for Elevated Gardens to separate recreational from medical operations. We cultivate cannabis at this facility for all licensed retail marijuana establishments across the state of Massachusetts. As stated in CMR 500.101.2.(e), registered medical dispensaries are required to have a plan to separate medical and recreational operations.

## **Positive Impact Plan**

**Introduction:** Elevated Gardens is implementing various strategies and programs to ensure that we positively impact the communities disproportionately affected by cannabis prohibition and enforcement. These programs will be achieved through strategic processes and then measured to ensure success.

**Who the plan is intended to affect:** Elevated Gardens is located in Pittsfield, MA. Our goal is to employ residents from both Pittsfield and North Adams, which are both identified as areas of disproportionate impact and will provide meaningful participation of communities disproportionately affected by cannabis prohibition and enforcement.

### **Goals**

Reducing barriers to entry in the field: Give hiring preferences to local residents as indicated below.

Providing business assets: Donate financially to The Cannabis Community Care and Research Network (C3RN).

### **Programs**

Hiring preference: Employ residents from Pittsfield as well as North Adams, which is also identified as an area of disproportionate impact. We will establish a 25% staffing goal of residents from Pittsfield and North Adams. Elevated Gardens will work with local workforce development agencies; Berkshire Works and Berkshire County Regional Employment Board. These agencies will assist us with the recruiting process and help target community members that were affected by marijuana prohibition. We will post monthly advertisements with these workforce agencies until an applicant is hired. In order to expand employment awareness, we will participate in at least one local career fair each year in the Berkshire County region.

Donating: Elevated Gardens five-year goal will begin once the business has completed its first sale. Each year we will donate \$5,000 to The Cannabis Community Care and Research Network (C3RN). This non-profit organization specializes in providing high-quality advocacy, research, and education services related to cannabis. Please refer to page 4 to view the donation acceptance letter.

### **Measurements**

Hiring: Management will measure employee demographics and conduct staff surveys annually. In order to ensure that we are accomplishing our 25% staffing goal of residents from Pittsfield and North Adams, management will count the number of individuals who have been hired from Pittsfield and North Adams. This number will be assessed from the total number of individuals hired to ensure that 25% of our staff are individuals hired from these areas. The staff surveys will be held annually or once per year.

Donations: Records disclosing when and how much money was donated.

Overall: In order to keep our Plan for Positive Impact on track, Elevated Gardens will create a spreadsheet that will be tabbed and organized with the following categories: Employee Surveys and Donations. The data will be entered according to the corresponding tab (ex. Employee survey) as soon as possible for organizational reasons. We will review the metrics quarterly to ensure our goals are being fulfilled as this will also allow us to update our programs as needed. Keeping our Plan for Positive Impact organized and updated quarterly will demonstrate the working progress and its success, and will easily be submitted to the Commission upon renewal.

### **Conclusion and additional requirements:**

Elevated Gardens will comply with the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited practices of advertising, branding, marketing, and sponsorship of every Marijuana establishment. Any

action taken, or programs instituted by Elevated Gardens will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Elevated Gardens knows that focusing on the inclusion of people from communities of disproportionate impact directly helps the individual, community and business. We are confident that our goals will be met through our various implemented plans and that our measurement systems will give us appropriate feedback to adjust as needed.



May 15, 2019

Re: Donation Acceptance Letter from Christopher Fazio, Elevated Gardens LLC

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and \$5,000 donation from Elevated Gardens LLC as they prepare to open for adult use cannabis in Massachusetts.

Cannabis Community Care and Research Network (C3RN) is a registered public benefit corporation (B Corp) based out of Worcester, MA. C3RN hosts a network of dedicated academics, industry, healthcare providers, consumers and patients that aim to end around medical and adult use cannabis through research and education. C3RN runs research studies related to the adult and population use of cannabis in Massachusetts, UMass Dartmouth. C3RN is the Principal Investigator of ongoing studies focused on patients, consumers, and veterans. Learn more here: [www.cannacenterofexcellence.org](http://www.cannacenterofexcellence.org)

**C3RN Cannabis Social Justice Projects**

- Open cannabis consumer and patient study
- Veterans' health and medical cannabis study
- Holyoke Community College Cannabis Workforce Training Programs

Specifically, Elevated Gardens LLC will financially contribute to the project Veterans medical cannabis study of \$5,000. Elevated Gardens LLC intends to continue explore opportunities to advance social and restorative justice in the Massachusetts cannabis community.

We look forward to working with Elevated Gardens LLC in 2019! Thank you for your support.

Sincerely,

Marion McNabb, MPH, DrPH

CEO

Cannabis Community Care and Research Network (C3RN)