



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281970
Original Issued Date: 03/12/2020
Issued Date: 03/12/2020
Expiration Date: 04/17/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Garden Wonders, Inc

Phone Number: 617-595-5962 Email Address: mino@atlanticbeveragedistributors.com

Business Address 1: 3 Route 146

Business Address 2:

Business City: Millville

Business State: MA

Business Zip Code: 01529

Mailing Address 1: 180 warren street

Mailing Address 2:

Mailing City: waltham

Mailing State: MA

Mailing Zip Code: 02453

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: 50

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Minas

Last Name: Soghomonian Suffix:

Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Armenian

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 50
Role: Owner / Partner Other Role:
First Name: Sean Last Name: Siegal Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: Some Other Race or Ethnicity
Specify Race or Ethnicity: Jewish

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Sean Last Name: Siegal Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$300000 Percentage of Initial Capital: 50
Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Minas Last Name: Soghomonian Suffix:
Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$300000 Percentage of Initial Capital: 50
Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 3 Route 146
Establishment Address 2:
Establishment City: Millville Establishment Zip Code: 01529
Approximate square footage of the establishment: 1440 How many abutters does this property have?: 2
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Certification of Host Community Agreement	HCA Certification Form Garden Wonders.pdf	pdf	5c1d0afca2404e71ee7e5015	12/21/2018
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Garden Wonders Final.pdf	pdf	5c1d0b0d16fa0d7202ce9632	12/21/2018
Community Outreach Meeting Documentation	COM Notice Newspaper GW.pdf	pdf	5c1d0bd316fa0d7202ce9636	12/21/2018
Community Outreach Meeting Documentation	COM Municipal notice GW.pdf	pdf	5c1d0c1d01564f720c37fb3a	12/21/2018
Community Outreach Meeting Documentation	Abutton Notice Attachment C Garden Wonders.docx copy.pdf	pdf	5c1d0cea7f373a7220c2cadc	12/21/2018
Community Outreach Meeting Documentation	COM Attestation Form GW.pdf	pdf	5c1d0e7016fa0d7202ce9640	12/21/2018
Community Outreach Meeting Documentation	Ezras role in Garden Wonders.pdf	pdf	5d8d14531b7a141b1db82ba1	09/26/2019

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 - Garden Wonders - Revised 11_4_19.pdf	pdf	5dc09b8166a32657cfbd8fb0	11/04/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Owner / Partner Other Role:
 First Name: Sean Last Name: Siegel 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 SOC Garden Wonders.pdf	pdf	5c1d226516fa0d7202ce96a7	12/21/2018
Articles of Organization	Art of Org Garden Wonders.pdf	pdf	5c1d22717f373a7220c2cb48	12/21/2018
Bylaws	Corporate Bylaws GW.pdf	pdf	5c1d22726f99f37acbf2fe1e	12/21/2018
Department of Revenue - Certificate of Good standing	Cert of Good Standing DOR GW.pdf	pdf	5c3c8fb62724e81b52556cb3	01/14/2019

No documents uploaded

Massachusetts Business Identification Number: 001335946

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance Proposal - Garden Wonders 2018.PDF	pdf	5c1d22ff21b7c17a8fe2de39	12/21/2018
Proposed Timeline	Proposed Revised Timeline GW.pdf	pdf	5d70205c8906c11df69c9c51	09/04/2019
Business Plan	Business Plan - Garden Wonders - 090419.pdf	pdf	5d729f823567ed1db89e1e7a	09/06/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Restricting Access to age 21 and older	Restricting Access 21 - Garden Wonders.pdf	pdf	5c1d250701564f720c37fbb1	12/21/2018
Storage of marijuana	Storage of Marijuana - Garden Wonders.pdf	pdf	5c1d250aa8a6bb721699ac41	12/21/2018
Plan for obtaining marijuana or marijuana products	Plan for obtaining marijuana or marijuana products GW.pdf	pdf	5c1d270801564f720c37fbc7	12/21/2018
Security plan	Security Plan - Garden Wonders - 090319.pdf	pdf	5d72a035816d7b225d159216	09/06/2019
Transportation of marijuana	Transportation of Marijuana - Garden Wonders - 090319.pdf	pdf	5d72a8868470d4229ba450d5	09/06/2019
Inventory procedures	Inventory Procedures - Garden Wonders - 090419.pdf	pdf	5d72a9ff32375f1de7f6e662	09/06/2019
Prevention of diversion	Prevention of Diversion - Garden Wonders - 090419.pdf	pdf	5d72aa8dd4b61e1ddc08d076	09/06/2019
Quality control and testing	Quality Control and Testing - Garden Wonders - 090419.pdf	pdf	5d72ac0daf9d6f1dd58a23ab	09/06/2019
Dispensing procedures	Dispensing Procedures - Garden Wonders - 090419.pdf	pdf	5d72afd60473c3226f35c0ed	09/06/2019
Record Keeping procedures	Recordkeeping Procedures - Garden Wonders - 090419.pdf	pdf	5d72b03b3567ed1db89e1edc	09/06/2019

Maintaining of financial records	Maintaining Financial Records - Garden Wonders - 090419.pdf	pdf	5d72b10bd8b08e1dbf1448c3	09/06/2019
Qualifications and training	Qualifications and training - Garden Wonders - 090419.pdf	pdf	5d72b1b9d4b61e1ddc08d09e	09/06/2019
Personnel policies including background checks	Personnel Policies Background Checks - Garden Wonders - 090519.pdf	pdf	5d72b3df3567ed1db89e1eff	09/06/2019
Diversity plan	Diversity Plan - Garden Wonders - 110119.pdf	pdf	5dc186b326aa775320859793	11/05/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 9:00 AM Monday To: 7:00 PM

Tuesday From: 9:00 AM Tuesday To: 7:00 PM

Wednesday From: 9:00 AM Wednesday To: 7:00 PM

Thursday From: 9:00 AM Thursday To: 7:00 PM

Friday From: 9:00 AM Friday To: 7:00 PM

Date generated: 03/25/2021

Page: 5 of 6

Saturday From: 12:00 PM Saturday To: 7:00 PM

Sunday From: 12:00 PM Sunday To: 7:00 PM

Host Community Agreement Certification Form

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

Applicant

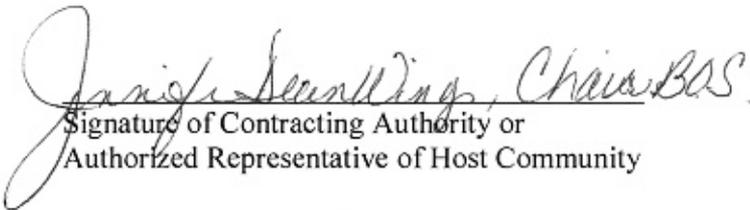
I, MINAS SAGHOMONIAN, (insert name) certify as an authorized representative of GARDEN WONDERS, INC. (insert name of applicant) that the applicant has executed a host community agreement with MILLVILLE, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on DECEMBER 17, 2018 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Jennifer Dean Wing, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Millville (insert name of host community) to certify that the applicant and Town of Millville (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 12-17-18 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Garden Wonders Inc.: Plan to Remain Compliant with Local Zoning

Garden Wonders, Inc. attests that it will, through its operation of a retail establishment in the town of Millville, MA, follow and remain compliant with all local zoning requirements, including but not limited to the following sections of the Millville Zoning Bylaw:

Part I of the General Code:

Section 1; Special Provisions

Part II: Chapters:

- 45: Building Construction
- 60 Fees
- 65 Fire Prevention
- 85 Streets/Sidewalks
- 90 Vehicles/Traffic
- 100 Zoning:
 - Article I: General Zoning
 - Article III: Use Regulations
 - Article V: Special Use Requirements: 100-501 Signs
 - Article VI: Administration: 100-602 Building Permits and 100-606 Special Permits
 - Article X: Site Plan Review

As Garden Wonders, Inc. has been granted a host agreement by the town of Millville, we plan to follow the use regulations for permitted use at our Buxton Street location, performance standards for security and fire, and special provisions for parking, loading, signs, etc. We will also communicate with the town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

LEGAL NOTICES

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE by virtue and in execution of the Power of Sale contained in a certain mortgage given by Jessica B. Fayard to Mortgage Electronic Registration Systems, Inc. as nominee for Freedom Mortgage Corporation d/b/a Jefferson Mortgage Lender, LLC, dated February 28, 2013, recorded at the Worcester County (Worcester District) Registry of Deeds in Book 50560, Page 92, said mortgage was then assigned to Freedom Mortgage Corporation by virtue of an assignment dated September 23, 2015, and recorded in Book 54452, Page 396, confirmed by Corrective Assignment of Mortgage to Freedom Mortgage Corporation dated November 17, 2016 and recorded at Book 56827, Page 82, of which mortgage the undersigned is the present holder for breach of conditions of said mortgage and for the purpose of foreclosing the same will be sold at PUBLIC AUCTION at 02:00 PM on January 8, 2019, on the mortgaged premises. This unit has the address of 151 Main Street, Unit B-1, Kettle Brook Lofts Condominium, Worcester, MA 01603. The entire mortgaged premises, all and singular, the premises as described in said mortgage. The following description of property: "Unit B-1 (Unit B) of Unit B-PH4 at Kettle Brook Lofts Condominium (the "Condominium"), a Condominium established by the Grantor pursuant to Massachusetts General Laws Chapter 183A as amended dated July 17, 2008 and recorded on Master Deed 2008 with the Worcester District Registry of Deeds in Book 43114, Page 27 ("Master Deed"), as amended by Unit B-13139, dated 7/17/2008, which Unit is set forth and contained in the mortgage shall control by reference. Together with all the improvements now or hereafter erected on the property and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall be deemed to be a part of the property. Said premises will be sold subject to any and all unpaid taxes and assessments, tax sales, tax titles and other municipal liens and water or sewer liens as of the date of sale. Dated: November 30, 2018. Mortgage reserves the right to postpone the sale to a later date by public proclamation at the time and date appointed for the sale and to further postpone at an adjourned sale-dated by public proclamation at the time and date appointed for the adjourned sale date. The premises is to be sold subject to and with the benefit of all easements, restrictions, leases, tenancies and other encumbrances, building and zoning laws, encumbrances, condominium liens, if any and all other claim in the nature of liens, if any there be. In the event that the successful bidder is not the highest bidder, the default in purchasing the within described property according to the terms of this Notice of Sale and/or the terms of the Memorandum of Sale executed by the parties hereto, the Mortgagee reserves the right to sell the property by foreclosure deed to the second highest bidder, providing that said second highest bidder shall deposit with the successful bidder's attorney, the balance in cashier's or certified check as set forth herein. If the second highest bidder declines to purchase the within described property, the Mortgagee reserves the right to purchase the within described property at the amount bid by the second highest bidder. The foreclosure deed and the consideration paid by the successful bidder shall be held in escrow by D&B, LLC, hereinafter called the "Escrow Agent" and shall be released from escrow to the successful bidder at the same time as the consideration is released to the Mortgagee, whereupon all obligations of the Escrow Agent shall be deemed to have been properly fulfilled and the Escrow Agent shall be discharged. Other terms, if any, to be announced at the sale. Dated: November 30, 2018. **DOONAN, GRAVES & LONGORIA, LLC**, 100 Cummings Center, Suite 225D, Beverly, MA 01915 (978) 921-2670 www.dgandl.com; 53724 (FAYARD)

December 12, 19, 26, 2018
NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Richard J. Nejaimey, individually, to Banc of America, N.A., dated February 13, 2006, and recorded at the Worcester County (Worcester District) Registry of Deeds on March 8, 2006 in Book 38521, at Page 204; as affected by Modification of Security Instrument dated November 16, 2006, recorded at said Registry on February 20, 2007 in Book 40689, Page 122 assigned to Wilmington Savings Fund Society, FSB, in its individual capacity, but solely as trustee for BCAT 2017-19TT ("Wilmington Savings Fund") by assignment from Banc of America, N.A., dated April 15, 2018, recorded at said Registry on April 17, 2018 in Book 58675, Page 95; as affected by a Confirmatory Assignment of Mortgage from Banc of America, N.A., dated July 13, 2018 and recorded at said Registry on July 17, 2018 in Book 59109, Page 269; of which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, interest will be sold at Public Auction at 1:00 P.M. on the 9th day of January, 2019, at 472 Lake Avenue, Worcester County, Massachusetts 01604, all and singular premises as described in said mortgage, and to wit:

That certain piece or parcel of land, and the building and improvements thereon, in the Town of Worcester, County of Worcester, and State of Mass., and being more particularly described in a deed recorded in Book 21139, Page 397.

Being Mortgagor's interest in the same premises conveyed to Mortgagor and Judith Ann E. Nejaimey by deed of Richard J. Nejaimey, dated March 8, 1999 and recorded with Worcester County Registry of Deeds in Book 21139, Page 397.

Mortgagor's interest in the premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed.

Terms of sale: A deposit of ten thousand dollars (\$10,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale. The balance is to be paid by certified or bank check at Sassoon & Cymrot, LLP, 84 State Street, Suite 820, Boston, MA 02109 within thirty (30) days from the date of sale. Payment in full to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in said mortgage shall control.

Other terms, if any, to be announced at the sale.

Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as trustee for BCAT 2017-19TT.

Present holder of said mortgage By their Attorneys,
Sassoon & Cymrot, LLP
84 State Street, Suite 820
Boston, MA 02109
(617) 720-0099
December 19, 26, 2018, January 02, 2019

PUBLIC MEETING & HEARING NOTICE

Worcester Planning Board
0 Whippoorwill Drive & 0 Danielle's Way (aka Malden Woods Subdivision)
(MBL 32-011-0001A & B through -0007A & B - 0008A through -0014A & B & 0015A & B); & The Whippoorwill Drive Right-of-Way; and the westerly portion of the Castine Street Right-of-Way

Jonathan Thomas, of Whippoor LLC, has applied for a Definitive Site Plan and an Amendment to a Definitive Subdivision Plan under the requirements of the City of Worcester Zoning Ordinance. The applicant proposes amend a previously approved subdivision which consists of approximately 30 lots and the construction of 15 single-family semi-detached dwellings and a new roadway network connecting Whippoorwill Drive to Castine Street, including the extension and re-construction of Whippoorwill Drive and an extension of the Street, along with the construction of a parking lot, drainage, and site work, located within a RL-7 (Residence, Limited) and RS-7 (Residence, Single-Family) zone (PB-2018-026).

Notice is hereby given that the Worcester Planning Board will hold a public hearing on these petitions on Wednesday, January 2, 2019, at 5:30 PM in the Levi Lincoln Chamber, 3rd Floor of the City Hall, 455 Main Street, Worcester, Massachusetts. This application may be viewed 8:30 am-2:00pm, Mon-Fri, at the Division of Planning & Regulatory Services, Worcester City Hall, 455 Main Street, Suite 404 (4th floor), Worcester, MA.

If you would like to submit written testimony to the Board prior to the meeting, please mail or e-mail the Division of Planning & Regulatory Services via the contact info provided below so that it is received at least a week prior to the scheduled meeting.

The Planning Board is committed to ensuring that its public meetings are accessible to people with disabilities. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please call 508-799-1400 ext. 31440 in advance of the scheduled meeting.

Worcester Planning Board
c/o Division of Planning & Regulatory Services
December 19 & 26, 2018

LEGAL NOTICES

ADVERTISEMENT FOR BIDS
TOWN OF SHREWSBURY, MASSACHUSETTS
FOR
SELCO OPERATIONS CENTER -
SITE IMPROVEMENTS
DECEMBER 2018

Sealed bids or proposals will be received at the office of the Town Manager in The Richard D. Carney Municipal Office Building, 100 Maple Avenue, Shrewsbury, Massachusetts, until **11:00 am local time on Thursday, January 3, 2019**.

The work to be done hereunder consists of approximately 10,500 sq ft of new bituminous pavement, 90 ft of bituminous berm, minor drainage improvements, new loam & seeding, 8' CLF and gate, and ancillary road markings.

The proposal forms, incorporated with the plans and specifications for the work involved, can be downloaded from the Towns Website <https://shrewsburyma.gov/bids>.

All bids must meet the Commonwealth of Massachusetts Department of Public Works Standard Specifications for Highways, Bridges and Waterways (1988).

All Contractors shall be pre-qualified through the Massachusetts Department of Transportation (MassDOT) and must be pre-qualified at the Massachusetts Department of Public Works, Room 7552, 10 Park Plaza, Boston, Massachusetts 02116.

A proposal guarantee in an amount equal to five (5) percent of the bid amount in the form of cash, or bid bond, or certified check, or a treasurer's or cashier's check issued by a responsible banking institution payable to the Town of Shrewsbury shall be required with each bid and be enclosed with the proposal, this guarantee to become the property of the Town of Shrewsbury if the bidder fails to execute the contract and satisfactory bond within ten (10) business days after the contract may have been awarded to them.

The successful bidder will be required to furnish a 100 percent Performance Bond and a 100 percent Labor and Materials Bond.

EMPLOYMENT AND WAGE REQUIREMENTS. Attention is called to minimum wage rates to be paid on the work as determined by the Division of Occupational Safety under the provisions of Mass. G.L.C. 149, Section 26 to 27H inclusive. Contractor is to be aware of hiring preferences for veterans and residents and the requirements for workers' compensation coverage. All such requirements are set forth in Massachusetts General Laws Chapter 149, Sections 26 to 37. The Contractor shall submit certified single payrolls in the form required by the Town and the Office of the Attorney General pursuant to an advisory dated April 8, 1994 from the Office of the Attorney General, a copy of which may be obtained in the Office of the Town Manager, acting as Chief Procurement Officer of the Town of Shrewsbury.

The Contractor shall furnish labor in harmony with all other elements of labor employed in the work and that all employees employed on the worksite, or in the work subject to this bid, must successfully have completed at least ten hours of Occupational Safety and Health Administration (OSHA) approved training (Chapter 306 of the acts of 2004).

Along with certificate of insurance, evidence of OSHA training certificate is also required to be submitted at that time as well as with the first certified payroll.

All bids for this project are subject to the provisions of Mass. G.L. (Ter. Ed.) C 30, Section 39M (a), as amended.

A pre-bid meeting will be held at the site (30-34 Municipal Drive, Shrewsbury MA 01545) at 10:00 a.m. local time on Thursday, December 27, 2018.

Bidders on this project will be required to comply with the President's Executive Order No. 11246 (Affirmative Action to Ensure Equal Employment Opportunity) and any amendments or supplements thereto.

Bidders on this work will be required to comply with the rules and regulations of the Architectural Access Board (521 CMR 1.00 et. Seq.)

Price adjustments in accordance with MassDOT provisions shall apply to Liquid Asphalt, Diesel Fuel & Gasoline, Portland Cement & Steel. Current prices are posted monthly on the MassDOT website at www.massdot.state.ma.us/.

The Town reserves the right to reject any or all proposals, and waive informalities in the bidding procedure, or to accept the proposal deemed best for the Town.

The bidder shall start the work under this contract within seven (7) calendar days after its acceptance by the Town Manager.

TOWN OF SHREWSBURY
Kevin Mizkiser
Town Manager
Worcester Telegram
December 12, December 19, 2018

Notice of Public Hearing
Charlton Planning Board

In accordance with Section 200-5.13 and 200-7.2.G of Charlton's Zoning Bylaw, the Charlton Planning Board will hold a public hearing on Wednesday, January 2, 2019 at 7:05 p.m. in the Senior Center in the George C. McKinstry Building, 37 Main Street, Charlton, Mass. on the application of Jessica Bernier, 11 King Road, Charlton MA 01507 for approval of one (1) reduced frontage lot containing approximately 6.15 acres for purposes of a single family home. The property is located on King Road and is owned by Jessica Bernier. It is identified as Assessor's Map 79, Block C, Lot 1.14, and is in an Agriculture (A) district.

Copies of the reduced frontage lot special permit application are available for inspection at the Planning Board Office and Town Clerk's Office during regular business hours. Any person wishing to be heard should appear at the time and place designated.

Patricia Rydiak, Chairman
Charlton Planning Board
Dec. 19 and 26, 2018

PUBLIC HEARING NOTICE
Worcester Planning Board

139 (aka 141 & 143) Southwest Cutoff (MBL 34-035-00013)

Temescal Wellness of Massachusetts, Inc. has applied for a Special Permits under the requirements of the City of Worcester Zoning Ordinance. The applicant seeks to allow an Adult Use Marijuana establishment with both Cultivator and Product Manufacturer uses (Article IV, Table 4.1, use #32 & #34) on property located within a MG-2.0 (Manufacturing, General) zoning district (PB-2019-002).

A public hearing will be held on Wednesday, January 2, 2019, at 5:30 PM in the Levi Lincoln Chamber, 3rd Floor of the City Hall, 455 Main Street, Worcester, Massachusetts. This application may be viewed 8:30 am-2:00pm, Mon-Fri, at the Division of Planning & Regulatory Services, Worcester City Hall, 455 Main Street, Suite 404 (4th floor), Worcester, MA.

If you would like to submit written testimony to the Board prior to the meeting, please mail or e-mail the Division of Planning & Regulatory Services via the contact info provided below so that it is received at least a week prior to the scheduled meeting.

The Planning Board is committed to ensuring that its public meetings are accessible to people with disabilities. Should you require auxiliary aids, services, written materials in other formats, reasonable modifications in policies and procedures, please call 508-799-1400 ext. 31440 in advance of the scheduled meeting.

Worcester Planning Board
c/o Division of Planning & Regulatory Services
December 19 & December 26, 2018

CANNABIS RETAIL COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for Garden Wonders, Inc.'s proposed retail marijuana establishment is scheduled for January 7th at 5:30pm at 3 Route 146 Millville, MA 01529 (also known as 1a Buxton Street at the former Discount Liquors site). There is an opportunity for the public to ask questions. If you are unable to attend, you are welcome to reach out to ezra@greenglow.cc (413-539-3059) for information.

Garden Wonders, Inc.
December 19 & 26, 2018

More Legals In Section D

LEGAL NOTICES

PUBLIC MEETING NOTICE
Worcester Planning Board
2 Main Street (MBL 02-029-00001)

Trinity Worcester Courthouse Limited Partnership has applied for a Parking Plan Amendment under the requirements of the City of Worcester Zoning Ordinance for the construction of a 130 space parking lot and within the BG-6.0 (Business, General) zoning district and the Commercial Corridor Overlay District (CCOD) and partially within the Downtown Sign Overlay District (DSOD) (PB-2019-004).

A public meeting will be held on Wednesday, January 2, 2019 at 5:30 PM in the Levi Lincoln Chamber, 3rd Floor of the City Hall, 455 Main Street, Worcester, Massachusetts. This application may be viewed 8:30 am-2:00pm, Mon-Fri, at the Division of Planning & Regulatory Services, Worcester City Hall, 455 Main Street, Suite 404 (4th floor), Worcester, MA.

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Worcester Planning Board
c/o Division of Planning & Regulatory Services
December 19, 2018

PUBLIC MEETING NOTICE
Worcester Planning Board
23 Ayrshire Road (MBL 17-31B-00066)

Mohammad Djamshidi, of the Professional Group, LLC, has applied for Definitive Site Plan Approval under the requirements of the City of Worcester Zoning Ordinance for the construction of a single family detached dwelling on a property with 15% slope or more and located within the RL-7 (Residence, Limited) (PB-2019-003).

A public meeting will be held on Wednesday, January 2, 2019 at 5:30 PM in the Levi Lincoln Chamber, 3rd Floor of the City Hall, 455 Main Street, Worcester, Massachusetts. This application may be viewed 8:30 am-2:00 pm at the Division of Planning & Regulatory Services, Worcester City Hall, 455 Main Street, Suite 404 (4th floor), Worcester, MA.

If you would like to submit written testimony to the Board prior to the meeting, please mail or e-mail the Division of Planning & Regulatory Services via the contact info provided below so that it is received at least a week prior to the scheduled meeting.

Worcester Planning Board
c/o Division of Planning & Regulatory Services
December 19, 2018

PUBLIC MEETING NOTICE
Worcester Planning Board
295 & 291 Lincoln Street (aka 14 Shattuck Street) (MBL 09-019-18-19 & 09-018-002-3)

UMass Memorial Realty, Inc. has applied for Parking Plan Approval under the requirements of the City of Worcester Zoning Ordinance and seeks to demolish the existing structure located at 295 Lincoln Street, Worcester, MA, and to be replaced within the IN-H (Institutional, Medical) zoning district (PB-2019-001).

A public meeting will be held on Wednesday, January 2, 2019 at 5:30 PM in the Levi Lincoln Chamber, 3rd Floor of the City Hall, 455 Main Street, Worcester, Massachusetts. This application may be viewed 8:30 am-2:00 pm at the Division of Planning & Regulatory Services, Worcester City Hall, 455 Main Street, Suite 404 (4th floor), Worcester, MA.

If you would like to submit written testimony to the Board prior to the meeting, please mail or e-mail the Division of Planning & Regulatory Services via the contact info provided below so that it is received at least a week prior to the scheduled meeting.

Worcester Planning Board
c/o Division of Planning & Regulatory Services
December 19, 2018

PUBLIC HEARING NOTICE
Worcester Planning Board
305 (aka lot 1, 2 & 4) Belmont Street (MBL 57-004-0000B)

New Garden Park, Inc. seeks to amend the City of Worcester Zoning Map by extending the BG-3.0 (Business, General) zoning district to include the portions of 305 Belmont Street known as lots 1, 2 and 4. The property is presently split zoned, located within both a ML-0.5 (Manufacturing, Limited) and BG-2.0 (Business, General) zoning district (ZM-2018-0012).

Notice is hereby given that the Worcester Planning Board will hold a public hearing on this petition on Wednesday, January 2, 2019 at 7:15 p.m. in the Senior Center in the George C. McKinstry Building, 37 Main Street, Charlton, Mass. on the application of Trifone Design Associates, Inc., 208 Main Street, Sturbridge MA 01566 for approval of one (1) reduced frontage lot containing approximately 8.41 acres for purposes of building a brook Wildlife home. The property is located on Ramshorn Road and is owned by Gary Seferat, P.O. Box 512, Charlton, MA, 01507. It is identified as Assessor's Map 74, Block B, Lot 6, and is in an Agriculture (A) district.

Copies of the reduced frontage lot special permit application are available for inspection at the Planning Board Office and Town Clerk's Office during regular business hours. Any person wishing to be heard should appear at the time and place designated.

Patricia Rydiak, Chairman
Charlton Planning Board
Dec. 19 and 26, 2018

LEGAL NOTICES

CITY OF WORCESTER
PURCHASING DIVISION BID NO. MBC-7017-K9

Sealed Bids for Master Blanket Contract - Maintenance, Service & Construction: ELECTRICAL / City will be received in the Purchasing Division, Room 201, City Hall until 10:00 A.M. Local Time January 2, 2019 and at that time publicly opened and read.

Bids may be obtained from 8:30 A.M. - 5:00 P.M. weekdays at the above address or downloaded at www.worcesterma.gov

Attention is called to the minimum wage rates to be paid on the work as determined by the Commissioner of Labor and Industries under the provisions of General Laws, Chapter 149, Sections 26 to 27G, inclusive.

All bids for this project are subject to the provisions of General Laws Chapter 149, Sections 44A to 44H, inclusive as amended.

The estimated cost of this project is \$150,000.

Description of Work: provide all labor, equipment, materials and supervision necessary and proper for electrical services as per the attached specifications and requirements of the City of Worcester for the period January 17, 2019 through January 16, 2020

On the bid date, only contractors holding a Certificate of Eligibility from Division of Capital Asset Management in the categories called for, and in a single project amount higher than the estimated project costs, will be eligible to file a bid. The bid must be accompanied by a copy of the contractor's Certificate Form CQ7 and update statement. The project classification is: ELECTRICAL.

There is a fifty dollar (\$ 50.00) charge for mailing fees (if requested).

The City reserves the right to reject any and all bids if deemed to be in the City's best interest.

An Equal Opportunity / Affirmative Action Employer
City of Worcester, by Christopher Gagliastro, Purchasing Agent
December 19, 2018

SHREWSBURY PLANNING BOARD
SHREWSBURY, MASSACHUSETTS

LEGAL NOTICE

The Shrewsbury Planning Board will hold a public hearing on Thursday evening, **January 3, 2019 at 7:00 P.M.** in the Selectmen's Hearing Room at the Richard D. Carney Municipal Office Building, 100 Maple Avenue, to hear the application of Polito Development Corp., 587C Hartford Turnpike, Shrewsbury, MA 01545 as required by the Town of Shrewsbury Zoning Bylaw, Section VII, Subsection F-3 for Site Plan Approval by the Planning Board to allow construction of an addition to an existing building. The proposed development is shown on plans entitled, "Proposed Site Plan for Building Addition: 547 Hartford Turnpike" dated November 28, 2018, prepared by Quinn Engineering, Inc. P.O. Box 107, Paxton, MA, 01612, stamped by Kevin J. Quinn, P.E., in six (6) sheets; upon property located southwest of Cherry Street and northwest of Hartford Turnpike. The subject premise consists of Shrewsbury Assessor's Tax Plate 48, Plot 031000.

A copy of the plans may be seen in the office of the Planning and Economic Development Department, in the Municipal Office Building.

SHREWSBURY PLANNING BOARD
Kathleen M. Keohane, Clerk
December 19, 26, 2018

Commonwealth of Massachusetts
Division of Fisheries & Wildlife
Public Notice of Wood Products Sale

The Massachusetts Division of Fisheries & Wildlife (MassWildlife) is offering a wood products sale of public competitive bid at 9:00 a.m. on Thursday, December 20, 2018, at the Muddy Brook Wildlife Management Area in Hardwick, MA. Meet at the landing on Muddy Brook Rd (enter from the east end opposite Sessions Road) in Hardwick to view this 148-acre harvest that includes approximately 470 mbf timber (white pine & black oak), 175 mbf pallet/tie logs, 2,400 tons of softwood chipwood (mainly white pine), and 3,160 tons of hardwood chipwood (mainly oak). An abole-tree harvesting is required for this wood products sale to facilitate prescribed burning after completion of the harvesting.

Prospective bidders must either attend the scheduled public showing described above or contact MassWildlife at 413-824-2336 PRIOR to the scheduled showing to arrange an alternative showing. All prospective bidders MUST be announced at the scheduled public showing. Bid materials will be available at the showing. Estimated wood product volumes provided are not guaranteed and prospective bidders are responsible for making their own determination of wood product volume and value.

December 17, 18, 19, 2018

Notice of Public Hearing
Charlton Planning Board

In accordance with Section 200-5.13 and 200-7.2.G of Charlton's Zoning Bylaw, the Charlton Planning Board will hold a public hearing on Wednesday, January 2, 2019 at 7:15 p.m. in the Senior Center in the George C. McKinstry Building, 37 Main Street, Charlton, Mass. on the application of Trifone Design Associates, Inc., 208 Main Street, Sturbridge MA 01566 for approval of one (1) reduced frontage lot containing approximately 8.41 acres for purposes of building a brook Wildlife home. The property is located on Ramshorn Road and is owned by Gary Seferat, P.O. Box 512, Charlton, MA, 01507. It is identified as Assessor's Map 74, Block B, Lot 6, and is in an Agriculture (A) district.

Copies of the reduced frontage lot special permit application are available for inspection at the Planning Board Office and Town Clerk's Office during regular business hours. Any person wishing to be heard should appear at the time and place designated.

Patricia Rydiak, Chairman
Charlton Planning Board
Dec. 19 and 26, 2018

LEGAL NOTICES

CITY OF WORCESTER
PURCHASING DIRECTOR

Sealed bids for items listed will be received on dates specified below in the Purchasing Division, Room 201, City Hall, 455 Main Street until 10:00 A.M. and at that time publicly opened and read. Bid forms may be obtained at Room 201 on dates shown below or by download from website www.worcesterma.gov. The City reserves the right to reject any and all bids. The City of Worcester is an Equal Opportunity/Affirmative Action Employer and has established goals for business participation of minorities and women.

CITY OF WORCESTER, by Christopher J. Gagliastro, Purchasing Director

Bid No.	Bid Forms available on	Description	Bid Opening Date
7099-W9	12/19/2018	Pavement Condition Survey - DPW & Parks	1/04/2019
CR-7106-W9	12/19/2018	Asset Management Equipment & Uniform Maintenance Services - WPS	1/04/2019
CR-7108-K9	12/19/2018	Gravel Borrow (Type B) - DPW & Parks	1/04/2019
7109-K9	12/19/2018	Gym Floor Replacement - Rice Square School- WPS	1/09/2019
CR-7110-K9	12/19/2018	Tree Removal Services - DPW & Parks	1/09/2019

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Docket No. W018P0260
Worcester Probate and Family Court
225 Main Street, Worcester, MA 01608

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF GUARDIAN FOR INCAPACITATED PERSON PURSUANT TO G.L.C. 190B, §§-304

In the matter of: Bethzaida Lachen
Of: Southbridge, MA
RESPONDENT
Alleged Incapacitated Person

To the named Respondent and all other interested persons, a petition has been filed by DMH by its Attorney, Eden Prendergast of Worcester, MA in the above captioned matter alleging that Bethzaida Lachen is in need of a Guardian and requesting that a Suitable Person of, (or some other suitable person) be appointed as guardian to serve on the bond.

The petition asks the court to determine that the Respondent is incapacitated, that the appointment of a Guardian is necessary, and that the proposed Guardian is appropriate. The petition is on file with this court and may contain a request for certain specific authority.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M. on the return date of **01/10/2019**. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file



MILLVILLE MASSACHUSETTS

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COMMUNITY OUTREACH MEETING

Garden Wonders, Inc - Cannabis Retail Store

Event Date: Monday, January 7, 2019 - 5:30pm

Garden Wonders, Inc. is a proposed cannabis retail store to be located at Marty's Discount Liquors.

Where: 3 Route 146 Millville - also known as 1 Buxton Street - Marty's Liquors

All are welcome to attend and ask questions regarding the project. If you can not attend, please reach out to Ezra Parzybok, consultant to Garden Wonders, Inc. at ezra@greenglove.cc 413-539-3059 or Mino Soghomonian, General Manager of Marty's 617-595-5962 mino@atlanticbeveragedistributors.com

Millville Town Hall
290 Main Street • Millville, MA 01529

(508) 883-8433 | info@millville.org
Office Hours: Mon – Thurs, 9AM to 1PM;
Wed, 6PM to 8PM

Website Disclaimer
Government Websites by CivicPlus®

Login

GREENGLOVE

Cannabis Business Consulting 139 Damon Rd. Northampton, MA 01060 413-539-3059 ezra@greenglove.cc

Garden Wonders, Inc.
3 Route 146
Millville Ma, 01529

Iradion
1 Technology Drive
Uxbridge, MA 01569

December 19, 2018

Dear abutter to 3 Route 146 (1a Buxton Street; Marty's Discount Liquors),

Garden Wonders, Inc. is a retail cannabis business proposed at 3 Route 146, Millville. It will take over a portion of the building in which Marty's Discount Liquors is located and will be owned and operated by Sean Siegal, the owner of Marty's.

Garden Wonders is applying for a license from the Massachusetts Cannabis Control Commission (CCC) and we are giving notice of our public Community Outreach Meeting at the proposed location (also known as 1a Buxton Street, Millville, MA 01529) at 10am on December 17th, 2018.

The public is welcome to attend and ask questions. If you would like to attend but are unable to, then I welcome your questions via my contact info above, or you can attend the special permit public hearing at a date to be determined by the town of Millville.

Sincerely,



Ezra Parzybok
Cannabis Consultant, on behalf of Garden Wonders, Inc.

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, ERIN PARZYBOK, (*insert name*) attest as an authorized representative of Garden Workers, Inc. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on January 7, 2018 (*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 December 17, 2018 (*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 December 20, 2018 (*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 December 19, 2018 (*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*).

August 28, 2019

This document confirms my role as a consultant to Garden Wonders, Inc. in obtaining their licensure for a retail cannabis establishment in Millville, MA. I sign documents on Garden Wonder's behalf as a consultant only. I do not have ownership or control over the business.



Ezra Parzybok (consultant)



Mino Soghomonian (Principal)

The Green Gateway Positive Impact Program

Introduction

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

Acknowledgements

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

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

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

Goals:

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

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

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

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

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

entrepreneurs and those seeking employment in the licensed marijuana industry, and access to weekly group and individual conference calls with leading industry consultants and ancillary professionals

- Promote PTG attendee participation in a wide-reaching quarterly survey designed to identify and overcome the obstacles to success in the industry, and thus make a positive impact on others seeking to contribute or participate in the licensed marijuana industry.

Programs:

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

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

Seminar Content:

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

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

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

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

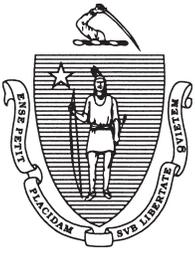
The goal of the program is to gather a cadre of core survey participants. This group should comprise those participants whose interest in the marijuana industry and the Green Gateway

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

Measurements:

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

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



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 29, 2018

To Whom It May Concern :

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

is a domestic corporation organized on **July 16, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18110525090

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

Processed by:

	<p>The Commonwealth of Massachusetts William Francis Galvin</p> <p>Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640</p>	<p>Minimum Fee: \$250.00</p> <div style="border: 1px solid black; padding: 2px; width: fit-content; margin: 0 auto;"> <p style="text-align: center; margin: 0;"><u>Special Filing Instructions</u></p> </div>												
<p>Articles of Organization (General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)</p>														
<p>Identification Number: <u>001335946</u></p>														
<p>ARTICLE I</p> <p>The exact name of the corporation is:</p> <p style="text-align: center;"><u>GARDEN WONDERS, INC</u></p>														
<p>ARTICLE II</p> <p>Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:</p>														
<p>ARTICLE III</p> <p>State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.</p>														
<table border="1" style="width: 100%; border-collapse: collapse; text-align: center;"> <thead> <tr> <th rowspan="2">Class of Stock</th> <th rowspan="2">Par Value Per Share Enter 0 if no Par</th> <th colspan="2">Total Authorized by Articles of Organization or Amendments</th> <th rowspan="2">Total Issued and Outstanding <i>Num of Shares</i></th> </tr> <tr> <th><i>Num of Shares</i></th> <th><i>Total Par Value</i></th> </tr> </thead> <tbody> <tr> <td>CNP</td> <td>\$0.00000</td> <td>10,000</td> <td>\$0.00</td> <td>10,000</td> </tr> </tbody> </table>			Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding <i>Num of Shares</i>	<i>Num of Shares</i>	<i>Total Par Value</i>	CNP	\$0.00000	10,000	\$0.00	10,000
Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments			Total Issued and Outstanding <i>Num of Shares</i>									
		<i>Num of Shares</i>	<i>Total Par Value</i>											
CNP	\$0.00000	10,000	\$0.00	10,000										
<p>G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.</p>														
<p>ARTICLE IV</p> <p>If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.</p>														
<p>ARTICLE V</p> <p>The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:</p>														
<p>ARTICLE VI</p> <p>Other lawful provisions, and if there are no provisions, this article may be left blank.</p>														

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: SEAN SIEGAL
No. and Street: 1 BUXTON STREET
City or Town: MILLVILLE State: MA Zip: 01529 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	SEAN I SIEGAL	1 BUXTON STREET MILLVILLE, MA 01529 USA
TREASURER	SEAN I SIEGAL	1 BUXTON STREET MILLVILLE, MA 01529 USA
SECRETARY	SEAN I SIEGAL	1 BUXTON STREET MILLVILLE, MA 01529 USA
VICE PRESIDENT	SEAN I SIEGAL	1 BUXTON STREET MILLVILLE, MA 01529 USA
DIRECTOR	SEAN I SIEGAL	1 BUXTON STREET MILLVILLE, MA 01529 USA

d. The fiscal year end (i.e., tax year) of the corporation:

March

e. A brief description of the type of business in which the corporation intends to engage:

RETAIL SALES

f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 1 BUXTON STREET
City or Town: MILLVILLE State: MA Zip: 01529 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 1 BUXTON STREET
City or Town: MILLVILLE State: MA Zip: 01529 Country: USA
which is
 its principal office an office of its transfer agent
 an office of its secretary/assistant secretary its registered office

Signed this 16 Day of July, 2018 at 4:37:47 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

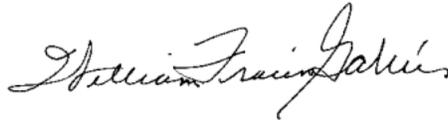
SEAN SIEGAL

MA SOC Filing Number: 201820265000 Date: 7/16/2018 4:36:00 PM

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:

July 16, 2018 04:36 PM

A handwritten signature in cursive script that reads "William Francis Galvin".

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Garden Wonders, Inc..

Bylaws

ARTICLE I OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

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

ARTICLE II MEETINGS OF STOCKHOLDERS

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

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

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

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary

or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

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

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

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

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

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote

shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III DIRECTORS

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

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

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

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

The stockholders may elect a director or directors at any time to fill any vacancy or

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

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

ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

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

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

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

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

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or

an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V COMMITTEES OF DIRECTORS

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

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

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

ARTICLE VI COMPENSATION OF DIRECTORS

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

ARTICLE VII NOTICES

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

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

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

ARTICLE VIII OFFICERS

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

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death,

resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX CERTIFICATES OF STOCK

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

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

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

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

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

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

ARTICLE X

GENERAL PROVISIONS

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

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

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

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

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

ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such

person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

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

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

ARTICLE XII AMENDMENTS

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

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

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APPROVED AND ADOPTED
December 20, 2018.



Minas Soghomonian, Secretary



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



GARDEN WONDERS, INC.
1 BUXTON STREET
MILLVILLE MA 01529

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6367 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 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



INSURANCE AGENCY INC.

***AN INSURANCE PROPOSAL
PREPARED FOR:***

*GARDEN WONDERS, INC.
1 BUXTON ST
MILLVILLE, MA 01529*

PRESENTED BY:

*SCOTT C CASAGRANDE
WM. F. BORHEK INSURANCE AGENCY
311 PLYMOUTH STREET
HALIFAX, MA 02338*

NOVEMBER 29, 2018

DISCLAIMER - The abbreviated outlines of coverages used throughout this proposal are not intended to express any legal opinion as to the nature of coverage. They are only visuals to a basic understanding of coverages. Please read your policy for specific details of coverages.

PREMIUM QUOTATION

Insured: Garden Wonders, Inc.

Insurer: Topa Insurance Company – Cannasure Insurance Services

Policy Term: 12/01/2018 To 12/01/2019

COVERAGE

ANNUAL PREMIUM

Commercial Package	\$12,827.16
Product Liability	\$16,106.00
Excess Liability	\$5,550.00

TOTAL ANNUAL PREMIUM:

\$34,483.16

Premium Finance agreement is available.



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

Nov 29, 2018

Insurance Proposal Prepared Exclusively For:

Garden Wonders Inc
1 BUXTON ST
Millville, MA 01529

Prepared By

Jeff Becka
(440) 471-6263
jbecka@cannasure.com

Quote Information

Named Insured	Garden Wonders Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Commercial Property and General Liability
Policy Term	12 Months
Description of Business	Retail Operations-Recreational

Premium Summary

Total Premium, Taxes, Fees	
Property Premium	\$5,069.00
General Liability Premium	\$6,448.00
Equipment Breakdown Premium	\$312.00
Inspection Fee	\$175.00
Policy Fee	\$350.00
Taxes	\$473.16
Total Amount Due	\$12,827.16*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Please make checks payable to: CIS Insurance Services, LLC

Please mail payment to: 1468 W. 9th Street
Cleveland, OH 44113

Commercial Property Quote

Nov 29, 2018

Quote Information

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Retail Operations-Recreational

Property Schedule

Location 1/Building 1:	
\$0	Building -- Replacement Cost, 80% Coinsurance
\$100,000	Business Personal Property -- Replacement Cost, 80% Coinsurance
\$300,000	Tenant Improvements and Betterments -- Replacement Cost, 80% Coinsurance
\$500,000	Business Income including Extra Expense -- 1/3 Monthly Limit of Indemnity
\$0	Living Plant Material
\$0	Goods In Process
\$200,000	Completed Stock
\$0	Seeds

Deductible

Each Claim	\$2,500
Wind and Hail	2%

Additional Coverages Included

Equipment Breakdown
Expanded Property Endorsement
Property in Transit - \$25,000 per claim / \$50,000 annual aggregate
Sewer Backup

Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism
Ordinance or Law

EXPANDED PROPERTY ENDORSEMENT SUMMARY

SUMMARY OF COVERAGE LIMITS

This is a summary of the Coverages and the Limits of Insurance provided by the Expanded Property Endorsement, form CIS CP 99 50 (10 17). No coverage is provided by this summary. Refer to coverage form CIS CP 99 50 (10 17) to determine the scope of your insurance protection

The Expanded Property Endorsement adds new coverages and also adds to the limits of other coverages that are already in the policy. The Limits of Insurance for the following coverages are the policy totals for each:

Coverage	Limit
Arson Reward	\$5,000
Lock Replacement	\$1,000
Fire Extinguisher Recharge	\$50/\$500/\$1,000
Personal Effects and Property of Others	\$25,000
Valuable Papers and Records	\$25,000
Property Off-Premises	\$15,000
Outdoor Property	\$500/\$5,000
Money and Securities	\$10,000
Property of Others Off-Premises	\$1,000/\$10,000
Employee Dishonesty	\$15,000
Miscellaneous Tools and Equipment	\$1,000/\$15,000
Accounts Receivable	\$25,000
Electronic Data Processing	\$5,000/\$25,000
Outdoor Signs	\$10,000

The Limits of Insurance for the following Coverage Extensions are a replacement of the Limit of Insurance provided under the Standard Property Coverage Form or the Special Property Coverage Form, whichever applies to the policy:



1468 W. 9th Street
 Cleveland, OH 44113
 Phone: (800) 420-5757
 Fax: (800) 420-1975

Commercial General Liability Quote

Nov 29, 2018

Quote Information

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Retail Operations-Recreational

Coverage Information

Coverage	Commercial General Liability
Coverage Form	Occurrence

Limits

General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products/Completed Operations Limit	Excluded
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000
MedicalExpense Limit	\$10,000
Employee Benefits Liability Limit	Excluded
Hired & Non-Owned Auto Limit	\$1,000,000

**** Defense Outside the Limit**

Deductible

No Deductible

Classification

Operations	Retail Operations-Recreational
Premium Basis / Exposure	\$5,000,000 Sales

Schedule of Named Insured(s)

Garden Wonders Inc

List of Locations

1-1: 1 Buxton Street, Millville MA

Optional Coverages Available (additional premium may apply and underwriting required)

- Terrorism
- Employee Benefits Liability
- Additional Insured

FORMS LIST

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 09 (06 15) EXCLUSION-UNMANNED AIRCRAFT
CG 21 32 (05 09) COMMUNICABLE DISEASE EXCLUSION
CG 21 36 (03 05) EXCLUSION-NEW ENTITIES
CG 21 44 (04 17) LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 46 (07 98) ABUSE OR MOLESTATION EXCLUSION
CG 21 47 (12 07) EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 (09 99) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 51 (04 13) AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED PREMISES OR ACTIVITIES
CG 21 66 (06 15) EXCLUSION-VOLUNTEER WORKERS
CG 21 67 (12 04) FUNGI OR BACTERIA EXCLUSION
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 96 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CIS AUDIT 01 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS CGL DEC 01 (10 17) COMMERCIAL GENERAL LIABILITY DECLARATIONS
CIS CP 14 20(04 18) ADDITIONAL PROPERTY NOT COVERED-CANNABIS AND HEMP
CIS CP 99 00(10 17) CANNABIS AND HEMP COVERAGE
CIS CP 99 11(10 17) PROTECTIVE SAFEGUARDS
CIS CP 99 30(10 17) TOTAL FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION
CIS CP 99 31(10 17) EXCLUSION-NAMED STORM
CIS CP 99 50(10 17) EXPANDED PROPERTY ENDORSEMENT
CIS CP 99 60(08 18) EQUIPMENT BREAKDOWN ENHANCEMENT ENDORSEMENT
CIS CP DEC 02 (10 17) COMMERCIAL PROPERTY COVERAGE PART DECLARATIONS PAGE
CIS CP DEC 02 A (10 17) CANNABIS AND HEMP SCHEDULE
CIS CP TRANSIT (11 17) PROPERTY IN TRANSIT
CIS DEC T 01 (10 17) COMMON POLICY DECLARATIONS
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS GL 30 01 (10 17) EXCLUSION-BANNED SUBSTANCES
CIS GL 30 02 (10 17) EXCLUSION-CARCINOGENS
CIS GL 34 50 (10 17) EXCLUSION-LIQUOR LIABILITY
CIS GL 34 51 (10 17) EXCLUSION-ASSAULT OR BATTERY
CIS GL 34 52 (10 17) EXCLUSION-ASBESTOS
CIS GL 34 53 (10 17) EXCLUSION-FIREARMS
CIS GL 34 54 (10 17) EXCLUSION-ANIMAL
CIS GL 34 55 (10 17) EXCLUSION-AMERICANS WITH DISABILITIES ACT
CIS GL 34 56 (10 17) EXCLUSION-RESIDENTIAL OCCUPANCY
CIS GL 34 57 (10 17) EXCLUSION-LEAD
CIS GL 34 58 (10 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS GL 34 59 (10 17) EXCLUSION-CROSS SUITS
CIS GL 34 60 (10 17) EXCLUSION-FIDUCIARY
CIS GL 34 61 (10 17) EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES
CIS GL 34 62 (10 17) EXCLUSION-PROFESSIONAL SERVICES
CIS GL 40 01 (10 17) HIRED AUTO AND NON-OWNED AUTO LIABILITY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CP 00 10 (10 12) BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 90 (07 88) COMMERCIAL PROPERTY CONDITIONS
CP 01 09 (10 00) MASSACHUSETTS CHANGES
CP 01 40 (07 06) EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

CANNASURE

INSURANCE SERVICES

1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

CP 03 21 (10 12) WINDSTORM OR HAIL PERCENTAGE DEDUCTIBLE
CP 10 30 (09 17) CAUSES OF LOSS-SPECIAL FORM
CP 10 36 (10 12) LIMITATIONS ON COVERAGE FOR ROOF SURFACING
CP 10 38 (10 12) DISCHARGE FROM SEWER, DRAIN OR SUMP (NOT FLOOD-RELATED)
CP 10 64 (10 12) MASSACHUSETTS-FUNGUS, WET ROT, DRY ROT AND BACTERIA EXCLUSION AND
LIMITATIONS
IL 00 17(11 98) COMMON POLICY CONDITIONS
IL 00 21(09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL 09 35(07 02) EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53(01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL N 001 (09 03) FRAUD STATEMENT

CANNASURE

INSURANCE SERVICES

1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

Nov 29, 2018

Insurance Proposal Prepared Exclusively For:

Garden Wonders Inc
1 BUXTON ST
Millville, MA 01529

Prepared By

Jeff Becka
(440) 471-6263
jbecka@cannasure.com

Quote Information

Named Insured	Garden Wonders Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Product Liability
Policy Term	12 Months
Description of Business	Retail Operations-Recreational

Premium Summary

Total Premium, Taxes, Fees	
Product Liability Premium	\$15,150.00
Policy Fee	\$350.00
Taxes	\$606.00
Total Amount Due	\$16,106.00*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Please make checks payable to:

CIS Insurance Services. LLC

Please mail payment to:

1468 W. 9th Street
Cleveland, OH 44113

Product Liability Quote

Nov 29, 2018

Quote Information

Issuing Company	Topa Insurance Company, a Surplus Lines Company
Policy Term	12 Months
Description of Business	Retail Operations-Recreational

Coverage Information

Coverage	Products Liability
Coverage Form	Claims Made
Retroactive Date	12/01/2018

Limits

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible

Per Claim	\$2,500
	Per Claim

Classification

Operations	Retail Operations-Recreational
Premium Basis/ Exposure	\$5,000,000 Sales

Schedule of Named Insureds

Garden Wonders Inc

Additional Comments

Defense is within limits

Optional Coverages Available (additional premium may apply and underwriting required)

Limited Pesticide Coverage	Included
Limited Product Withdrawal	\$250,000 limit available for \$1,500, plus tax -Included
Professional Liability Sublimit	
Terrorism	

FORMS LIST

CG 00 38 (04 13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
CG 03 00 (01 96) DEDUCTIBLE LIABILITY INSURANCE
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 98 (12 07) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CG 33 59 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO
CG 33 70 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 33 76 (05 09) COMMUNICABLE DISEASE EXCLUSION
CIS AUDIT PRODUCT 02 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS PROD DEC 01 (11 17) PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS
CIS PROD DWL 01 (12 17) AMENDMENT-DEFENSE WITHIN LIMITS
CIS PROD EX 001 (11 17) EXCLUSION-SPECIFIED PRODUCTS OR SUBSTANCES
CIS PROD EX 002 (11 17) EXCLUSION-SPECIFIED NUTRACEUTICAL SUBSTANCES
CIS PROD EX 003 (11 17) EXCLUSION-NEW ENTITIES
CIS PROD EX 004 (11 17) FUNGI OR BACTERIA EXCLUSION
CIS PROD EX 005 (11 17) EXCLUSION-CARCINOGENS
CIS PROD EX 006 (11 17) EXCLUSION-CROSS SUITS
CIS PROD EX 007 (11 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS PROD EX 008 (11 17) ILLEGAL FERTILIZER EXCLUSION
CIS PROD PEST (11 17) LIMITED PESTICIDE COVERAGE
CIS PROD WD 01 (11 17) LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CISDEC T 01 (10 17) PRODUCT COMMON POLICY DECLARATIONS
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

Nov 29, 2018

Insurance Proposal Prepared Exclusively For:

Garden Wonders Inc
1 BUXTON ST
Millville, MA 01529

Prepared By

Jeff Becka
(440) 471-6263
jbecka@cannasure.com

Quote Information

Named Insured	Garden Wonders Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Excess General Liability
Policy Term	12 Months
Description	Retail Operations-Recreational

Premium Summary

Total Premium, Taxes, Fees	
Total Premium	\$5,000.00
Administrative Fee	\$350.00
Tax	\$200.00
Total Amount Due	\$5,550.00*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Optional Coverages

Terrorism

Additional Comments

25 % Minimum Earned Premium
10 % Retail Agent Commission

Please make checks payable to: CIS Insurance Services, LLC
Please mail payment to: 1468 W. 9th Street
Cleveland, OH 44113

Excess General Liability Quote

Nov 29, 2018

Coverage Information

Coverage	Excess General Liability
Coverage Form	Occurrence

Limits

Each Occurrence Limit	\$2,000,000
Aggregate Limit	\$2,000,000

Schedule of Underlying Insurance

Policy Number	TBD
Policy Period	TBD
Limits of Insurance	
Each Occurrence	\$1,000,000
General Aggregate	\$2,000,000

Schedule of Named Insureds

Garden Wonders LLC

Classification

Retail Operations-Recreational

Additional Comments

Defense is within limits

FORMS LIST

CIS CX DEC 01 (01 18) COMMERCIAL EXCESS LIABILITY DECLARATIONS
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CISDECT 01 (01 18) EXCESS COMMON DEC
CX 00 01 (04 13) COMMERCIAL EXCESS LIABILITY COVERAGE FORM
CX 21 01 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
CX 21 06 (04 13) EXCLUSIONS - PRODUCTS-COMPLETED OPERATIONS HAZARD
CX 21 35 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF
TERRORISM COMMITTED OUTSIDE THE UNITED STATES
IL N 001 (09 03) FRAUD STATEMENT

BUSINESS PLAN

Garden Wonders

MILLVILLE, MA

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1. Executive Summary

SNAPSHOT: Garden Wonders, Inc.

Business Overview

- Massachusetts-based retailer.
- Retailing flower (buds), cannabis extract products, high CBD oil products, and edibles in Massachusetts.
- Processed cannabis products sold under “Garden Wonders” and other brands.
- Offering recreational cannabis & High-CBD cannabis strains [REDACTED]
- Secured location on Commercial street in Millville

Financial Projections

- Gross revenues are projected to be \$6.8M in year one, climbing to \$10M in year five.

Sources and Uses

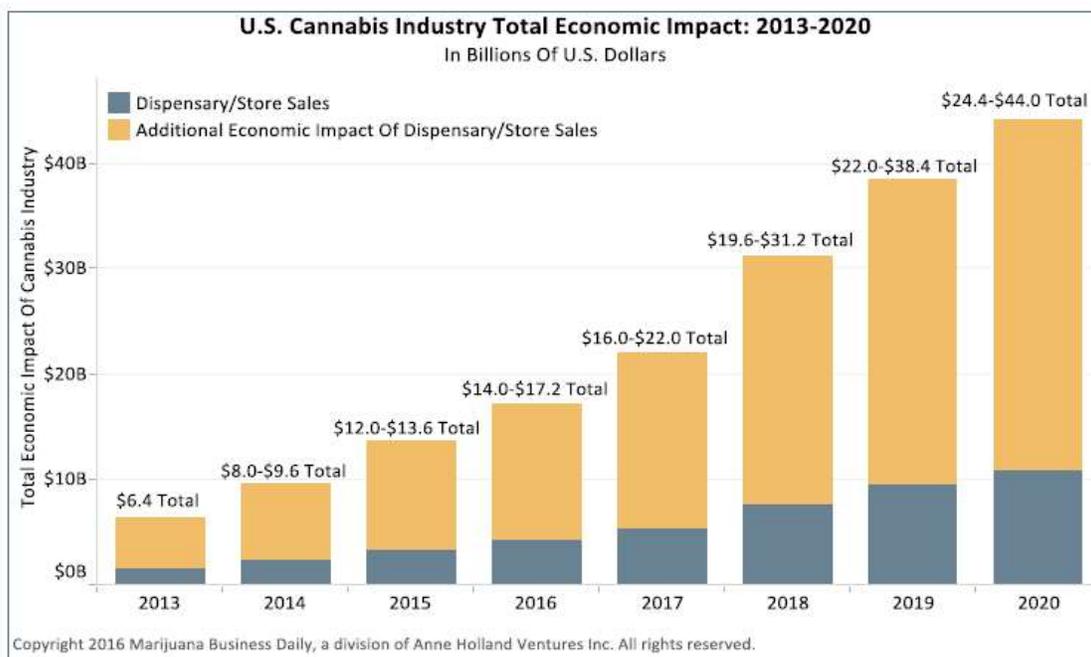
- Company is privately funded and will require approximately \$352,850 for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Overview: *Garden Wonders* is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal retail sale of high-quality marijuana plants and products. The retail store will serve locals and visitors to the esteemed Millville commercial district.

Garden Wonders will stand out in the market due to the uncompromising quality of its products, community engagement, and integration with local community. *Garden Wonders'* core business strategy is to inspire a conscientious approach to responsible, adult-use cannabis consumption through community, retailer, and customer engagement.

Market: With the passing of new legislation, legalized marijuana is the fastest growing US Industry. According to ArcView Market Research, the US national legal marijuana market value is now assessed at \$6.7 billion, comprising all states that have active and open sales of marijuana to people legally allowed to possess it under state law. The national market is projected to grow from current levels to \$24.1 billion by 2025 according to New Frontier Data's 2017 Executive Summary. The opening and legalization of the Massachusetts adult-use marijuana market are sure to see a great many players of all sizes looking to claim their share of the market. The initial phases of this liberalization will likely witness much innovation, novelty, and social exploration. Certain constants will prevail, however. It is likely that a great many retailers will successfully apply for licenses and that these retailers will naturally need products to sell. The initial "novelty-factor" of legalized marijuana will (if legalization in

other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in sales on the market as a whole.



Garden Wonders benefits from offering a range of mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by supplying select cannabis products from among the best that Massachusetts cultivators and manufacturers have to offer.

Garden Wonders will engage in numerous public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market awareness of the *Garden Wonders* brand, highlight the quality of our products, and implement community objectives encouraged by *Garden Wonders'* value system.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *Garden Wonders* undoubtedly will see competition from other retailers. It is evident that medical marijuana growers, confronted by the projected slump of the medical niche in favor of the recreational market, will rapidly make their product available to retailers or open recreational retail stores of their own. That being said, not all cultivators, manufacturers or retailers are created equal. A great many cultivators are planning to use indoor growing techniques that consume large quantities of electricity. While these methods are entirely viable, they are likely to create significantly higher overheads. Similarly, outdoor cultivators use large-scale cultivation techniques that focus on quantity rather than quality. *Garden Wonders'* competitive advantage over such players is that we are free to choose the finest products, at the most advantageous price point from preferred suppliers. This freedom and flexibility will allow us to successfully carve out an appropriate market share and aggressively establish brand and product recognition.

Proprietary and Confidential – Do Not Distribute

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will put *Garden Wonders* in the best position to succeed.

Price/Profitability Projections: It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current black-market pricing in Massachusetts along with the Cannabis Bench Mark.

- The above study suggests the following: Monday through Friday an average of 24 customers per hour. Saturdays an average of 36 customers per hour. The average purchase per customer is estimated to be \$71.00.

Capital Requirements: The capital requirements for *Garden Wonders* to execute this business plan are approximately **\$325,000** plus working capital of a further **\$27,850** (excluding inventory) for the first year of operations.

The Company will allocate the invested capital to the following:

Construction and fit-out	325,000
Permits, consulting, licensing and applications	22,850
State-mandated bond	5,000
TOTAL	352,850

Financial Snapshot:

Consolidated Financials	Year 1	Year 2	Year 3	Year 4
Flower revenue retail	2,969,747	3,274,146	3,609,746	3,979,745
Infused revenue retail	3,563,696	3,928,975	4,331,695	4,775,694
Other revenue retail	300,000	315,000	330,750	347,288
Total revenue	6,833,443	7,518,121	8,272,190	9,102,726
Total COGS	3,386,721	3,727,560	4,103,020	4,516,634
Total non-deductible expenses	570,407	573,951	601,650	630,716
Income Tax @30%	1,043,016	1,137,168	1,250,751	1,375,827
Estimated net income	\$1,637,295	\$1,853,897	\$2,068,604	\$2,306,466

Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

2. Project Overview

2.1 Introduction

Garden Wonders will be based at 1 Buxton Street, Millville the current location of Marty's Fine Wines, a 4000 sf facility which will be divided to create two distinct and separate retail entities.

Garden Wonders will sell a range of expertly cultivated, high-quality marijuana products. All products sold will be sourced from Massachusetts-based cultivators and manufactures, and will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

2.2 Company Ownership

Garden Wonders, Inc. will be owned by Sean Siegal, and Mino Soghomonian

2.3 Company Location and Facilities

1 Buxton Street, Millville, MA 02657

2.4 Legal Counsel



Richard M. Evans

Richard M. Evans has practiced law in Western Massachusetts for over 35 years, concentrating in the representation of non-profit state and regional land conservation organizations. As a Main Street practitioner, he has represented many business owners, buyers and sellers of residential and commercial real estate, litigants, estate fiduciaries and clients seeking permits or other indulgences from local and municipal boards. For nearly his entire professional career, he has participated prominently in the marijuana legalization effort. In 1981, he authored the first comprehensive regulation/taxation plan to be introduced as legislation in Massachusetts, upon which bills were modeled and introduced in other states. It was re-introduced for the 2011-12 legislative session as H1371, An Act to Tax and Regulate the Cannabis Industry. As a member of NORML's board of directors, he was the moving force behind NORML's adoption of the Principles of Responsible Cannabis Use. His numerous op-eds and other writings have helped shape and propel the counter-prohibitionist narrative. He maintains the archive, www.cantaxreg.com, a website providing resources for taxing and regulating the developing legal cannabis industry.

Michael D. Cutler

Michael D. Cutler has practiced law in Massachusetts for more than 35 years, focusing on criminal defense, civil litigation, and state and municipal administrative proceedings. He has served as a town planning board member evaluating applications for real estate development permits; he has

represented applicants seeking such permits and others, including liquor licenses. He is state-certified to represent prisoners and patients in state criminal post-conviction and mental health proceedings, to train and re-certify private lawyers who accept such appointments, and is state-certified to represent prisoners, convicted of murder at trial, in post-conviction proceedings in state and federal court. As a 20-year member of the National Legal Committee of NORML, Attorney Cutler is well connected with colleagues in states that protect medical marijuana. He has consulted for a successful cannabis dispensary licensee in a neighboring state overcoming the threat of federal interference.

3. Products

3.1 Product Description

As marijuana emerges from the shadow of prohibition it reveals itself to be a widely popular drug in the U.S., currently second only to alcohol and nicotine. *Garden Wonders* will offer a spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. *Garden Wonders* will carefully select only the superior current and future stars of the marijuana constellation.

Garden Wonders will offer the following product classes for sale at our Millville retail store:



- **Flower** - The curing process is a critical determinant of the final quality of marijuana. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standardized weight portions pre-packaged that preserve freshness, quality, and flavor at the point of sale.



- **THC-Infused Edibles** – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. *Garden Wonders* will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.
- **Topicals** – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of marijuana without the cerebral euphoria associated with other delivery methods.
- **Other Products** – While our core products will be those listed above, *Garden Wonders* fully intends to offer a number of cutting-edge products and will carefully study the opportunities offered for the profitable sale of exceptional products offered by other manufacturers.

4. The Market

4.1 Market Overview

Currently, 32 states in America and the District of Columbia have legalized marijuana use in some form (medical or recreational). The majority of these states have allowed sales for medical use and nine states, including Massachusetts, have legalized recreational or adult-use. Since 60% of the population resides in states that have legalized the use of marijuana for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of marijuana to consumers over 21 years of age. The CCC is now accepting applications for LMEs. With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational marijuana industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

Garden Wonders's high-end licensed retail store will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

5. Competition

5.1 Competitive Landscape

Companies in the marijuana industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the sheer volume of potential cultivators and retailers makes price competition a genuine possibility. We will counter this with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

5.2 Direct Competition

The direct competition for *Garden Wonders* will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the very early stages of issuing adult-use marijuana licenses. With that said, *Garden Wonders* feels that as the industry is inchoate, working collaboratively with competitors in the area will benefit the local community as well as the industry.

5.3 Competitive Advantages

- Family business with strong working capital
- Generations of retail experience
- Local knowledge
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

6. Strategy and Execution

6.1 Summary

Garden Wonders will be recognized as a marijuana retailer that offers a range of distinctive products representing excellence, quality, sophistication, mindful production practices, and community values that thoughtfully represent customer needs and shared ideals. *Garden Wonders* will carve a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use marijuana.

6.2 Marketing Strategy

Value Proposition – *Garden Wonders* will offer for retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium marijuana experience. Our high-quality marijuana products will be supplied by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the cannabis plant. *Garden Wonders* product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, offered for sale through a community-supportive company.

The customer will recognize *Garden Wonders* as a brand and retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of marijuana are held in high esteem.

Garden Wonders customers, together with *Garden Wonders*, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means outlined in the *customer engagement*, *direct advertising*, and *educational activities* sections below.

Product Differentiation - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the marijuana plant, leaving a discernible aftertaste. While this approach aids product consistency and simplifies processing, it inevitably compromises the end product. These methods often result in marijuana products that seem lifeless and lack complexity with regards to both flavor and healthful attributes. In short, a product that is fine for a quick high, but which is sorely lacking for the more discerning or sophisticated demographic.

Garden Wonders's approach allows is to respect the fundamental needs of the marijuana plant in a manner that ensures that we source products that maintain and amplify its natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy

efficiency and minimal environmental impact when compared to other approaches.

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those presented by competitors and their pricing models. Nonetheless, marijuana products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for marijuana products as do the majority of current consumers. Our target market users will seek out or be attracted to a product that offers quality and value. The financial projections take into account a potential price drop in years three and four.

Promotion - The *Garden Wonders* Brand and products will be promoted through the following means:

Branding through product appearance and packaging – *Garden Wonders* products will be attractively presented in a manner that demonstrates the high-quality marijuana experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

Garden Wonders's core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will avoid the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will eliminate extraneous odors.

Direct marketing through our retail outlet – While the main thrust of our marketing efforts will aim at building a brand and product relationship with end-users, the nature of retail sales requires that our marketing and sales efforts work hand in hand. We will endeavor to engage our client-base personally with marketing collateral such as product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – The Massachusetts regulations regarding marijuana advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, marijuana-related advertisements across their medium. Federal laws that currently prohibit the sale of marijuana products across state lines largely negate the need for brand-building beyond adjoining state borders in the short term. As the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of the advertising opportunities lie. While there are numerous national marijuana advertising platforms – often pay-per-click models – these can be costly and are most likely to reach those who are already fully-embedded in the marijuana culture rather than the more significant part of our general target market.

Garden Wonders will circumvent the above-mentioned state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand message advertisements aimed exclusively at the Massachusetts market, and direct advertising through our customer database as this grows via promotional activities.

Customer engagement through community support activities – *Garden Wonders* embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate *Garden Wonders* customers' values to the local community while reinforcing the *Garden Wonders* brand.

Direct advertising – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral, available at our retail outlet, in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events. A condition of voting in our community fund campaign or participation in our educational programs will be to share e-mail or social media contact details. This data will allow us to rapidly build our marketing database and enable us – in a manner that satisfies legislative constraints - to direct advertising and promotions at a target audience that is of legal age to consume, is pre-disposed to marijuana consumption and is likely to share our community support aspirations and values.

Educational activities – Massachusetts state regulations encourage all licensed marijuana establishments to provide relevant educational opportunities for their local communities. *Garden Wonders* has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos. Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of marijuana.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The Marijuana Industry – An introduction to entrepreneurship in the industry.

Community informational activities – The *Garden Wonders* team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing *Garden Wonders* to partner in activities that help us qualify for the *Leadership Ratings Program*. Such events will be used to promote *Garden Wonders* products and the *Garden Wonders* brand.

Customer Service Excellence - *Garden Wonders* must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire *Garden Wonders* team must strive to act as individual brand ambassadors at all times.

Sales and Marketing Relationship: As a retail vendor of marijuana products *Garden Wonders* is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store above others through the activities mentioned above. Our marketing strategy will allow retail customers to view *Garden Wonders* as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same time, end-users will view *Garden Wonders* as a responsible, mindful supplier of high-quality marijuana products that meet their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

Marketing Objectives

1. Persuade our retail customers that our brand and products represent qualities and features that they desire.
2. Persuade end-users that our brand and products fit well with their consumption patterns, lifestyle, and ethical self-image.
3. Engage end-user customers in our community supportive marketing efforts.
4. Satisfy and exceed customer service expectations.



Target Market - The traditional thrust of the Massachusetts marijuana market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. *Garden Wonders* aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market;

Consumers over 40 years old – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.

Adult female consumers – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that marijuana is a product for them rather than a male-dominated culture to which they must adapt.

Independent medical consumers – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use of marijuana. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek and new medical consumers who prefer to explore the benefits of marijuana through anecdotal advice or recommendation, will possibly do so through retail outlets rather than medical dispensaries.

Market Channels - Retail sales of marijuana are strictly limited to licensed retail outlets, medical marijuana dispensaries and, in the future, marijuana cafes and smoke clubs. The location, presence, and licensing status of these establishments are publicly available through a single online source. Regulations effectively preclude opportunities for online purchases as the transportation of marijuana products is strictly regulated. Similarly, home delivery licenses are not yet permitted. *Garden Wonders* will sell its products solely through our licensed retail marijuana establishment.

6.3 Sales Strategy

Target Sales Market

As a retail sales operation, our primary target sales market must be the current and potential adult cannabis users. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 20 medical marijuana outlets in the state, most of which will likely make a rapid transition to selling recreational marijuana or supplying marijuana to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Department of Public Health, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2018, 30 adult-use marijuana retail outlets will have

received licenses, with a further 50 outlets opening by the conclusion of 2019. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium.



6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The *Garden Wonders* business plan demonstrates a need for \$325,000 in capital expenditure for space preparation, fit-out, systems, and equipment, and a further \$27,850 to meet initial licensing needs, and the establishment of a strategic reserve totaling \$500,000 during the first twelve months of operation. These initial funds are readily available and privately funded.

License Application

The process for license application is divided into three "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state will perform specific inspections before issuing a full license. No retail sales may begin before

a full license has been granted.

Construction, Fit-out, and Systems Acquisition

Garden Wonders retail shop and equipment will be constructed, installed and commissioned under the supervision of an architect.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for marijuana establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

7. Management

The proper management of all aspects of the proposed project is crucial to the success of *Garden Wonders*. We will bring together a highly-qualified team that offers the experience and knowledge to achieve our goals in the community. Sean Siegal and Mino Soghomonian are the current owners of Marty's Fine Wines, a family business since 1948, comprises four locations in Hopkinton, Allston, Newton and Millville. Their Millville location offers four thousand square feet of space dedicated to the finest comestibles and libations. Together, Sean and Mino bring decades of experience building and managing a retail chain. Retail management is in their DNA.

7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 10 full-time employees. Our retail manager, who currently lives in Millville, will start with a \$55,000 yearly salary with bonuses up to \$70,000. Our assistant manager will start at \$45,000 annually , and retail clerks and security staff at \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to Garden Wonders and Millville.

The following positions will be filled to fulfill needs at full operation. The hiring schedule will be timed to meet production needs and is expected roll out in accordance with the headcount table below:

STAFFING – NON-DEDUCTIBLE Staff – Year-Round	Yr 1	Yr 2	Yr 3	Yr 4	Yr 5
Store Manager	1	1	1	1	1
Assistant Store Manager	1	1	1	1	1
Store Associates	8	8	8	8	8

8. Financials

8.1 Financial Assumptions

The appended proforma financial statements are based upon the following financial assumptions:

Conservative sales estimates – Sales are estimated using average sales per person x average customer flow for a similarly-sized MMJ dispensary (an average of several states).

General costs are estimated to increase 5%, year-on-year.

Salaries are estimated to increase 5% year-on-year.

Summary

PROFORMA PROFIT AND LOSS STATEMENT Garden Wonders

Revenue	Year One	Year Two	Year Three	Year Four	Year Five
Retail sales pure flower products	2,969,747	3,274,146	3,609,746	3,979,745	4,387,668
Retail sales infused products	3,563,696	3,928,975	4,331,695	4,775,694	5,265,202
Retail sales other products	300,000	315,000	330,750	347,288	364,652
Net Sales	6,833,443	7,518,121	8,272,190	9,102,726	10,017,522
COGS pure flower products	1,484,873	1,637,073	1,804,873	1,989,872	2,193,834
COGS infused products	1,781,848	1,964,487	2,165,847	2,387,847	2,632,601
COGS other products	120,000	126,000	132,300	138,915	145,861
Total COGS	3,386,721	3,727,560	4,103,020	4,516,634	4,972,296
Gross Profit	50%	50%	50%	50%	50%
Expenses (Non-Deductible)	Year One	Year Two	Year Three	Year Four	Year Five
Salaries & Wages – Year-round	413,723	434,409	456,130	478,936	502,883
Marketing, Advertising, PR	0	0	0	0	0
Security & Surveillance Monitoring	4,800	5,040	5,292	5,557	5,834
Utilities	4,200	4,410	4,631	4,862	5,105
Bank Services & Payment Processing	12,000	12,600	13,230	13,892	14,586
Permits, Licenses & Applications	27,850	5,000	5,000	5,000	5,000
Software	14,400	15,120	15,876	16,670	17,503
Insurance	8,500	8,925	9,371	9,840	10,332
Professional Fees	24,000	25,200	26,460	27,783	29,172
Property Lease	22,320	22,990	23,679	24,390	25,121
Property Tax	3,813	3,813	3,813	3,813	3,813
Property Maintenance	4,800	4,944	5,092	5,245	5,402
General Admin Overhead	30,000	31,500	33,075	34,729	36,465
Total Non-Deductible Expenses	570,407	573,951	601,650	630,716	661,218
Income From Operations	2,816,315	3,153,609	3,501,371	3,885,918	4,311,078
Community Fund @ 3% gross	205,003	225,544	248,166	273,082	300,526
Other Expenses	205,003	225,544	248,166	273,082	300,526
Income Before Income Taxes	2,671,311	2,991,065	3,319,355	3,682,294	4,083,483
Taxable Income	3,446,721	3,790,560	4,169,170	4,586,092	5,045,226
Income Tax @ 30%	1,034,016	1,137,168	1,250,751	1,375,827	1,513,568
Net Income	1,637,295	1,853,897	2,068,604	2,306,466	2,569,915
Income Margin	24%	25%	25%	25%	26%

Year 1

PROFORMA PROFIT AND LOSS STATEMENT Garden Wonders

NET INCOME

\$1,637,295

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year One
Revenue													
Retail sales pure flower products	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	247,479	2,969,747
Retail sales infused products	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	296,975	3,563,696
Retail sales other products	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	25,000	300,000
Net Sales	569,454	6,833,443											
COGS pure flower products	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	123,739	1,484,873
COGS infused products	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	148,487	1,781,848
COGS other products	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	10,000	120,000
Total COGS	282,227	3,386,721											
Gross Profit	287,227	\$3,446,721											
Expenses (Non-Deductible)													
Salaries & Wages – Year-round	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	34,477	413,723
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	400	400	400	400	400	400	400	400	400	400	400	400	4,800
Utilities	350	350	350	350	350	350	350	350	350	350	350	350	4,200
Bank Services & Payment Processing	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	12,000
Permits, Licenses & Applications	27,850	0	0	0	0	0	0	0	0	0	0	0	27,850
Software	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	14,400
Insurance	8,500	0	0	0	0	0	0	0	0	0	0	0	8,500
Professional Fees	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	24,000
Property Lease	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	1,860	22,320
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	400	400	400	400	400	400	400	400	400	400	400	400	4,800
General Admin Overhead	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	30,000
Total Non-Deductible Expenses	\$80,537	\$44,187	\$45,140	\$44,187	\$44,187	\$45,140	\$44,187	\$44,187	\$45,140	\$44,187	\$44,187	\$45,140	\$570,407
Income From Operations	206,690	243,040	242,086	243,040	243,040	242,086	243,040	243,040	242,086	243,040	243,040	242,086	2,876,315
Community Fund @ 3% gross	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	17,084	205,003
Other Expenses	17,084	205,003											
Income Before Income Taxes	189,606	225,956	225,003	225,956	225,956	225,003	225,956	225,956	225,003	225,956	225,956	225,003	2,671,311
Taxable Income	287,227	3,446,721											
Income Tax @ 30%	86,168	1,034,016											
Net Income	\$103,438	\$139,788	\$138,835	\$139,788	\$139,788	\$138,835	\$139,788	\$139,788	\$138,835	\$139,788	\$139,788	\$138,835	\$1,637,295

Year 2

PROFORMA PROFIT AND LOSS STATEMENT Garden Wonders

NET INCOME

\$1,853,897

Revenue	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Two
Retail sales pure flower products	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	272,845	3,274,146
Retail sales infused products	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	327,415	3,928,975
Retail sales other products	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	26,250	315,000
Net Sales	626,510	7,518,121											
COGS pure flower products	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	136,423	1,637,073
COGS infused products	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	163,707	1,964,487
COGS other products	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	10,500	126,000
Total COGS	310,630	3,727,560											
Gross Profit	315,880	3,790,560											
Expenses (Non-Deductible)	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Two
Salaries & Wages – Year-round	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	36,201	434,409
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	420	420	420	420	420	420	420	420	420	420	420	420	5,040
Utilities	368	368	368	368	368	368	368	368	368	368	368	368	4,410
Bank Services & Payment Processing	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	1,050	12,600
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	1,260	15,120
Insurance	8,925	0	0	0	0	0	0	0	0	0	0	0	8,925
Professional Fees	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	2,100	25,200
Property Lease	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	1,916	22,990
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	412	412	412	412	412	412	412	412	412	412	412	412	4,944
General Admin Overhead	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	2,625	31,500
Total Non-Deductible Expenses	\$60,276	\$46,351	\$47,304	\$46,351	\$46,351	\$47,304	\$46,351	\$46,351	\$47,304	\$46,351	\$46,351	\$47,304	\$573,951
Income From Operations	255,604	269,529	268,576	269,529	269,529	268,576	269,529	269,529	268,576	269,529	269,529	268,576	3,216,609
Community Fund @ 3% gross	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	18,795	225,544
Other Expenses	18,795	225,544											
Income Before Income Taxes	236,809	250,734	249,780	250,734	250,734	249,780	250,734	250,734	249,780	250,734	250,734	249,780	2,991,065
Taxable Income	315,880	3,790,560											
Income Tax @ 30%	94,764	1,137,168											
Net Income	\$142,045	\$155,970	\$155,016	\$155,970	\$155,970	\$155,016	\$155,970	\$155,970	\$155,016	\$155,970	\$155,970	\$155,016	\$1,853,897

Year 3

PROFORMA PROFIT AND LOSS STATEMENT Garden Wonders

NET INCOME

\$2,068,604

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Three
Revenue													
Retail sales pure flower products	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	300,812	3,609,746
Retail sales infused products	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	360,975	4,331,695
Retail sales other products	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	27,563	330,750
Net Sales	689,349	8,272,190											
COGS pure flower products	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	150,406	1,804,873
COGS infused products	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	180,487	2,165,847
COGS other products	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	11,025	132,300
Total COGS	341,918	4,103,020											
Gross Profit	\$347,431	\$4,169,170											
Expenses (Non-Deductible)													
Salaries & Wages – Year-round	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	38,011	456,130
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	441	441	441	441	441	441	441	441	441	441	441	441	5,292
Utilities	386	386	386	386	386	386	386	386	386	386	386	386	4,631
Bank Services & Payment Processing	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	1,103	13,230
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	1,323	15,876
Insurance	9,371	0	0	0	0	0	0	0	0	0	0	0	9,371
Professional Fees	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	2,205	26,460
Property Lease	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	1,973	23,679
Property Tax	0	0	953	0	0	953	0	953	0	0	0	953	3,813
Property Maintenance	424	424	424	424	424	424	424	424	424	424	424	424	5,092
General Admin Overhead	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	2,756	33,075
Total Non-Deductible Expenses	\$62,993	\$48,622	\$49,575	\$48,622	\$48,622	\$49,575	\$48,622	\$48,622	\$49,575	\$48,622	\$48,622	\$49,575	\$601,650
Income From Operations	284,438	298,809	297,855	298,809	298,809	297,855	298,809	298,809	297,855	298,809	298,809	297,855	3,567,521
Community Fund @ 3% gross	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	20,680	248,166
Other Expenses	20,680	248,166											
Income Before Income Taxes	263,757	278,128	277,175	278,128	278,128	277,175	278,128	278,128	277,175	278,128	278,128	277,175	3,319,355
Taxable Income	347,431	4,169,170											
Income Tax @ 30%	104,229	1,250,751											
Net Income	\$159,528	\$173,899	\$172,946	\$173,899	\$173,899	\$172,946	\$173,899	\$173,899	\$172,946	\$173,899	\$173,899	\$172,946	\$2,068,604

Year 4

PROFORMA PROFIT AND LOSS STATEMENT Garden Wonders

NET INCOME

\$2,306,466

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Four
Revenue													
Retail sales pure flower products	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	331,645	3,979,745
Retail sales infused products	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	397,974	4,775,694
Retail sales other products	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	28,941	347,288
Net Sales	758,560	9,102,726											
COGS pure flower products	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	165,823	1,989,872
COGS infused products	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	198,987	2,387,847
COGS other products	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	11,576	138,915
Total COGS	376,386	4,516,634											
Gross Profit	\$382,174	\$4,586,092											
Expenses (Non-Deductible)													
Salaries & Wages – Year-round	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	39,911	478,936
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	463	463	463	463	463	463	463	463	463	463	463	463	5,557
Utilities	405	405	405	405	405	405	405	405	405	405	405	405	4,862
Bank Services & Payment Processing	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,158	13,892
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	1,389	16,670
Insurance	9,840	0	0	0	0	0	0	0	0	0	0	0	9,840
Professional Fees	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	2,315	27,783
Property Lease	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	2,032	24,390
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	437	437	437	437	437	437	437	437	437	437	437	437	5,245
General Admin Overhead	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	2,894	34,729
Total Non-Deductible Expenses	\$65,845	\$51,005	\$51,959	\$51,005	\$51,005	\$51,959	\$51,005	\$51,005	\$51,959	\$51,005	\$51,005	\$51,959	\$630,716
Income From Operations	316,329	331,169	330,216	331,169	331,169	330,216	331,169	331,169	330,216	331,169	331,169	330,216	3,955,376
Community Fund @ 3% gross	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	22,757	273,082
Other Expenses	22,757	273,082											
Income Before Income Taxes	293,572	308,412	307,459	308,412	308,412	307,459	308,412	308,412	307,459	308,412	308,412	307,459	3,682,294
Taxable Income	382,174	4,586,092											
Income Tax @ 30%	114,652	1,375,827											
Net Income	\$178,920	\$193,760	\$192,807	\$193,760	\$193,760	\$192,807	\$193,760	\$193,760	\$192,807	\$193,760	\$193,760	\$192,807	\$2,306,466

Year 5

PROFORMA PROFIT AND LOSS STATEMENT Garden Wonders

NET INCOME

\$2,569,915

	ONE	TWO	THREE	FOUR	FIVE	SIX	SEVEN	EIGHT	NINE	TEN	ELEVEN	TWELVE	Year Five
Revenue													
Retail sales pure flower products	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	365,639	4,387,668
Retail sales infused products	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	438,767	5,265,202
Retail sales other products	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	30,388	364,652
Net Sales	834,794	10,017,522											
COGS pure flower products	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	182,820	2,193,834
COGS infused products	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	219,383	2,632,601
COGS other products	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	12,155	145,861
Total COGS	414,358	4,972,296											
Gross Profit	\$420,436	\$5,045,226											
Expenses (Non-Deductible)													
Salaries & Wages – Year-round	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	41,907	502,883
Marketing, Advertising, PR	0	0	0	0	0	0	0	0	0	0	0	0	0
Security & Surveillance Monitoring	486	486	486	486	486	486	486	486	486	486	486	486	5,834
Utilities	425	425	425	425	425	425	425	425	425	425	425	425	5,105
Bank Services & Payment Processing	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	1,216	14,586
Permits, Licenses & Applications	5,000	0	0	0	0	0	0	0	0	0	0	0	5,000
Software	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	1,459	17,503
Insurance	10,332	0	0	0	0	0	0	0	0	0	0	0	10,332
Professional Fees	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	2,431	29,172
Property Lease	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	2,093	25,121
Property Tax	0	0	953	0	0	953	0	0	953	0	0	953	3,813
Property Maintenance	450	450	450	450	450	450	450	450	450	450	450	450	5,402
General Admin Overhead	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	3,039	36,465
Total Non-Deductible Expenses	\$68,838	\$53,506	\$54,459	\$53,506	\$53,506	\$54,459	\$53,506	\$53,506	\$54,459	\$53,506	\$53,506	\$54,459	\$661,218
Income From Operations	351,598	366,929	365,976	366,929	366,929	365,976	366,929	366,929	365,976	366,929	366,929	365,976	4,384,008
Community Fund @ 3% gross	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	25,044	300,526
Other Expenses	25,044	300,526											
Income Before Income Taxes	326,554	341,886	340,932	341,886	341,886	340,932	341,886	341,886	340,932	341,886	341,886	340,932	4,083,483
Taxable Income	420,436	5,045,226											
Income Tax @ 30%	126,131	1,513,568											
Net Income	\$200,423	\$215,755	\$214,802	\$215,755	\$215,755	\$214,802	\$215,755	\$215,755	\$214,802	\$215,755	\$215,755	\$214,802	\$2,569,915

Summary

PROFORMA CASH FLOW STATEMENT Garden Wonders

	Year 1	Year 2	Year 3	Year 4	Year 5
Operating Cash on Hand	0	500,000	500,000	500,000	500,000
Startup Capital	250,000	0	0	0	0
Cash from reserve	0	0	0	0	0
Cash Receipts					
Cash Sales	6,833,443	7,518,121	8,272,190	9,102,726	10,017,522
Total Cash Available (before cash out)	\$7,083,443	\$8,018,121	\$8,772,191	\$9,602,726	\$10,517,523
Cash Paid Out	Year 1	Year 2	Year 3	Year 4	Year 5
Cost of Goods Sold	3,386,721	3,727,560	4,103,020	4,516,634	4,972,296
Salaries & Wages – Year-round	413,723	434,409	456,130	478,936	502,883
Marketing, Advertising, PR	0	0	0	0	0
Security & Surveillance Monitoring	4,800	5,040	5,292	5,557	5,834
Utilities	4,200	4,410	4,631	4,862	5,105
Bank Services & Payment Processing	12,000	12,600	13,230	13,892	14,586
Permits, Licenses & Applications	27,850	5,000	5,000	5,000	5,000
Software	14,400	15,120	15,876	16,670	17,503
Insurance	8,500	8,925	9,371	9,840	10,332
Professional Fees	24,000	25,200	26,460	27,783	29,172
Property Lease	22,320	22,990	23,679	24,390	25,121
Property Tax	3,813	3,813	3,813	3,813	3,813
Property Maintenance	4,800	4,944	5,092	5,245	5,402
General Admin Overhead	30,000	31,500	33,075	34,729	36,465
Total	3,957,128	4,301,512	4,704,670	5,147,350	5,633,514
Cash Paid Out (Non P&L)	Year 1	Year 2	Year 3	Year 4	Year 5
Hard start-up costs	325,000	0	0	0	0
Community Fund @ 3% gross	205,003	225,544	248,166	273,082	300,526
Income Tax @30%	1,034,016	1,137,168	1,250,751	1,375,827	1,513,568
Owners' withdrawal	637,295	1,353,897	1,568,604	1,806,466	2,069,915
Total	2,201,315	2,716,609	3,067,521	3,455,375	3,884,009
Total Cash Paid Out	6,158,443	7,018,120	7,772,191	8,602,725	9,517,523
Cash Position Ending	925,000	1,000,000	1,000,000	1,000,000	1,000,000
Transfer to Cash Reserve	500,000	500,000	500,000	500,000	500,000
Operating Cash Balance	425,000	500,000	500,000	500,000	500,000
Cash Reserve					
Starting Balance	\$0	\$500,000	\$1,000,000	\$1,500,000	\$2,000,000
Credit	500,000	500,000	500,000	500,000	500,000
Debit	0	0	0	0	0
Ending Balance	\$500,000	\$1,000,000	\$1,500,000	\$2,000,000	\$2,500,000

2. Sales

2.1. Retail sale of cannabis

IMPORTANT NOTE

The retail sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate the customer's particular ailment or symptoms.**

As a licensed retail store we are mandated to follow the state's requirements for tracking customer use, and providing educational materials. While the state does not require the tracking and recording of customer details we do so as an essential part of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, supported by valid ID, entered into the database. These details, together with their purchases, will be recorded and maintained for the benefit of state inspectors.

NO customer may enter our retail premises without first producing a valid, recognized, photo ID. Valid ID must be shown to security personnel at the entrance to the retail store and at the Point of Sale for data-entry purposes.
There are NO EXCEPTIONS, and NO EXCUSES to this rule.

2.1.1. Restricting Access to age 21 and older

- 2.1.1.1. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our retail premises without first producing a valid, state or federal, photo ID.
- 2.1.1.2. Valid ID must be presented to the responsible member of staff at the entrance to the retail store and at the Point of Sale for data-entry purposes.
- 2.1.1.3. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 2.1.1.4. While a person of legal age is welcome to accompany a customer into the store, loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances.
- 2.1.1.5. Any person suspected of loitering should be politely questioned by a

member of staff and, if unable to credibly account for their presence, be asked to wait outside the facility. Should the person refuse, the matter should be elevated to the store manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.

Cannabis Sales Process

- 2.1.2. Before making any sales transaction sales personnel must enter their individual code into the Point of Sale system. This individual code will be associated with the transaction allowing us to identify who sold what to whom.
- 2.1.3. The sale of any product may only be made in-person to the intended user. No cannabis product may be used or consumed on our retail premises. **THERE ARE NO EXCEPTIONS TO THIS RULE.** Before any transaction begins the customer must produce a valid ID (see above) and have their details entered into our customer database. In the event that the customer is “flagged” as being banned from making purchases, call your supervisor and allow them to explain to the customer that no purchase will be possible.
- 2.1.4. All products will be sold in pre-sealed packages that carry labels detailing the strain, weight, date of packaging, and batch control test identification number. A product that is not labelled accordingly **MAY NOT BE SOLD** without the intervention of the supervisor.
- 2.1.5. All pre-packaged products carry a barcode to facilitate inventory tracking and sale. The barcode is scanned and the details appear on the sales transaction screen. Sales personnel must check that the details on the screen match the printed details on the product label. If these details do not match the product **MAY NOT BE SOLD** without the intervention of the supervisor.
- 2.1.6. Customers are not permitted to handle cannabis products at any time. Sample jars and packages may only be handled by sales personnel.
- 2.1.7. Point of Sale stations are A/V-monitored allowing future identification of the sales agent and purchaser. These cameras will capture the sale, the individuals, and the Point of Sale station used for each transaction. Each Point of Sale station will have a sign - conspicuously posted - informing customers that all transactions are video and audio recorded.
- 2.1.8. As a customer makes their purchase choices the selected items are to be scanned and the details checked against their labels. As it is illegal to possess in public more than 1 oz of cannabis, the Point of Sale system will disallow the purchase of products totalling more than this weight.
- 2.1.9. All goods being purchased must remain on the sales side of the counter until the purchase is completed. All sales must be placed into a sales bag together with one of our “Safe Cannabis Use” cards and sealed. Bags

1.1. Quality Control and Testing

- 1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2. All marijuana and marijuana products should comprise the leaves and flowers of the female marijuana plant that has been processed in a manner that ensures they are well-cured, generally free of seeds and stems; free of dirt, sand, debris, and other foreign matter; free of contamination by mold, rot, fungus, and bacterial diseases; prepared and handled on food-grade stainless tables; and packaged in a secure area.
- 1.1.3. All of our products are sold pre-packaged and tested by our cultivation and manufacturing suppliers. The initial quality control and testing of these products is the responsibility of these suppliers.
- 1.1.4. There are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
 - 1.1.4.1. All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000
 - 1.1.4.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - 1.1.4.2.1. Maintaining adequate personal cleanliness; and
 - 1.1.4.2.2. Washing hands appropriately.
 - 1.1.4.3. Hand-washing facilities for the cleaning and sanitization of hands are conveniently located in production areas to allow employees to observe good sanitary practices wherever required.
 - 1.1.4.4. Cleaning equipment and products for the maintenance of sanitary operations are stored separately in a designated closet.
 - 1.1.4.5. For the maintenance of sanitary operations, sufficient space will be maintained for the placement of equipment and storage materials.
 - 1.1.4.6. All toxic items shall be clearly marked and stored in a manner that protects against the contamination of any marijuana product.
 - 1.1.4.7. All litter and waste will be correctly stored and removed daily to minimize both the development of odor and the potential for attracting and harboring pests.
 - 1.1.4.8. Our floors, walls, and ceilings will be kept in good repair, and have been designed with cleanliness and ease of maintenance in mind.
 - 1.1.4.9. All contact surfaces (counters, worktops, desks) must be kept clean at all times and should be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
 - 1.1.4.10. We have an abundant supply of water and appropriately sized and designed plumbing system to allow for any and all maintenance, cleaning, hygiene, and sanitization needs.
 - 1.1.4.11. Suitable toilet facilities are readily available to all employees.

Extract from Security Plan - Garden Wonders Inc - Retail Operations

- 1.1.5. All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols.
 - 1.1.5.1. Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500.160 (1), the store manager will immediately notify senior management who will notify the commission within 72 hours.
 - 1.1.5.2. Together, the store manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
 - 1.1.5.3. Each of the three parties should submit a report on the incident to the Commission.
 - 1.1.5.4. The store manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
 - 1.1.5.5. Once the products enter our inventory it is the store manager's responsibility to ensure that:
 - 1.1.5.5.1. Stock is efficiently rotated to ensure that older product is sold before newer product.
 - 1.1.5.5.2. All stock is appropriately stored to prevent physical, chemical, and microbial contamination.

1.1. Record keeping procedures

- 1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.
- 1.1.2. The following business records shall be properly maintained:
 - 1.1.2.1. Assets and liabilities;
 - 1.1.2.2. Monetary transactions
 - 1.1.2.3. Books of accounts;
 - 1.1.2.4. Sales records; and
 - 1.1.2.5. Salary and wages paid to each employee.
- 1.1.3. Hennep Inc, will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:
- 1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The store manager has copies of the company operating procedures.
 - 1.1.4.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.
 - 1.1.4.1.2. All employees are responsible for ensuring that these operating procedures are followed.
 - 1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the store manager or your immediate supervisor.
 - 1.1.4.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.
 - 1.1.4.1.5. Any material changes will be communicated to the Commission
 - 1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);
- 1.1.5. **Inventory records include:**
 - Shipping manifests
 - Delivery and unpacking video recordings
 - Daily sales stock withdrawal and return reports
 - Weekly inventory reports
 - Product return reports
 - 1.1.5.1. Shipping manifests - All deliveries will be accompanied by a shipping manifest. Once this document has been used to verify the shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

- 1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.
- 1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.
 - 1.1.5.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of sales stock to the storage vault.
 - 1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.4. Weekly inventory reports - Each week, the store manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);
- 1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.
- 1.1.5.8. Once goods are delivered and manifests verified, all products - each individual unit for sale - must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

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1.1.6. Personnel records:

- 1.1.6.1. All personnel files are to be stored in the records cabinet
- 1.1.6.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.
- 1.1.6.4. A personnel record for each marijuana establishment agent 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:
 - 1.1.6.4.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 1.1.6.4.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 1.1.6.4.3. 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;
 - 1.1.6.4.4. documentation of periodic performance evaluations;
 - 1.1.6.4.5. a record of any disciplinary action taken.
 - 1.1.6.4.6. notice of completed responsible vendor and eight-hour related duty training.
 - 1.1.6.4.7. records of any health and safety related incidents
- 1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

1.1.7. Personnel policies and procedures

- 1.1.7.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.7.2. Certain specialized procedures are contained in the security plan.
- 1.1.7.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.

- 1.1.7.4. All personnel files are to be stored in the records cabinet
- 1.1.7.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.7.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.7.7. All waste records should be maintained for at least three years.
- 1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.7.9. All marijuana waste will be placed in a ziplock bag and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.
- 1.1.7.10. The items disposed of and recorded in the inventory reconciliation report must also be entered in the Metrc seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.7.11. At least two licensed marijuana agents must witness and document this process.
- 1.1.7.12. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.8. Security Device Log

- 1.1.8.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
- 1.1.8.2. Employees acknowledge the receipt or return of such devices by signing this log.
- 1.1.8.3. Recording the issue and return of all security devices is the responsibility of the store manager or senior management as required in the security plan.
- 1.1.8.4. The issue of security devices may only be authorized by the store manager or senior management as required in the security plan.
- 1.1.8.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

- 1.1.9. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of our Marijuana Establishment and in a form and location acceptable to the Commission.

1.1. Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. Garden Wonders Inc, will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
 - 1.1.1.1. Assets and liabilities.
 - 1.1.1.2. Monetary transactions.
 - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
 - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our retail store is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
 - 1.4.1. General
 - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
 - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
 - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
 - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to

the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

- 1.4.2. Inventory records include:
 - 1.4.2.1. Shipping manifests
 - 1.4.2.2. Delivery and unpacking video recordings
 - 1.4.2.3. Daily sales stock withdrawal and return reports
 - 1.4.2.4. Weekly inventory reports
 - 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The store manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
 - 1.4.10.1. store managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
 - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Contracts and Agreements - Green River Cannabis Company, Inc, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
 - Sales and Purchase agreements
 - Loan agreements

Rental agreements

Lease agreements

Franchise agreements

Sale and lease back agreements

Trading agreements with suppliers

Insurance policies

Legal documentation

All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies

Contracts with telecommunications companies

Business registration documents and certificates

Business licensing documents

Surety bonds

Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

1. Detailed Description of Qualification and Intended Trainings for Agents

1.1. Store Job Classifications and Requirements:

- 1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.
 - 1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.
 - 1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.
 - 1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.
- 1.1.2. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.1.3. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 1.1.4. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

1.2. Employee Training and Selection

- 1.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the

best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:

- 1.2.1.1. Cannabis Science
- 1.2.1.2. Horticultural & Organic Cultivation
- 1.2.1.3. Methods of Extraction
- 1.2.1.4. Methods of Ingestion
- 1.2.1.5. Cooking with Cannabis
- 1.2.1.6. Medical marijuana use
- 1.2.1.7. Harm Reduction Methods
- 1.2.1.8. Sensible Cannabis Use
- 1.2.1.9. Customer Relations
- 1.2.1.10. Massachusetts Cannabis Law

1.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:

- 1.3.1. Retail Sales
- 1.3.2. Packaging labeling and inventory
- 1.3.3. Sanitation and maintenance of the facility
- 1.3.4. Security of the facility and deliveries
- 1.3.5. Standard business and management roles such as, account management, administration, etc.

**Garden Wonders Inc - Personnel
Policies including Background Checks**

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 - 1.1. Changes in Policy**
 - 1.2. Employment-At-Will**
 - 1.3. Marijuana Establishment Agent**

- 2. Retail Store Roles, Qualifications, Training, and Selection**
 - 2.1. Store Job Classifications and Requirements:**
 - 2.2. Employee Training and Selection**

- 3. Employment Policies**
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- 6.4. Worker's Compensation.**
- 6.5. Social Security Benefits (FICA)**
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- 7.4. Pregnancy-Disability Leave**
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- 7.6. Voting Time**

1. Introduction

1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of Garden Wonders Inc. (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by Garden Wonders Inc. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with or without notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with or without notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed, as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment

other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
 - be 21 years of age or older;
 - not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
 - be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Retail Store Roles, Qualifications, Training, and Selection

2.1. Store Job Classifications and Requirements:

- 2.1.1. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which product to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.
- 2.1.3. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

2.2. Employee Training and Selection

- 2.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:
- Cannabis Science
 - Horticultural & Organic Cultivation
 - Methods of Extraction
 - Methods of Ingestion

- Cooking with Cannabis
- Medical marijuana use
- Harm Reduction Methods
- Sensible Cannabis Use
- Customer Relations
- Massachusetts Cannabis Law

2.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:

- 2.3.1. Retails Sales
- 2.3.2. Packaging labeling and inventory
- 2.3.3. Sanitation and maintenance of the facility
- 2.3.4. Security of the facility and deliveries
- 2.3.5. Standard business and management roles such as, account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy]. Temporary employees retain that status unless and until notified in writing of a change.
- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her

own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. Equal Employment Opportunity & American with Disabilities Act.

- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.
- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

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

- Minorities;
- Women;
- Veterans;
- People with disabilities; and
- People of all gender identities and sexual orientations.

3.3.2. Goals

Our company has established specific goals to promote equity for the above-listed groups in the operations of our Marijuana Establishment

- Providing employment opportunities to individuals falling into the above-listed demographic categories to help them achieve their goal of entering the adult-use marijuana industry;
- Increasing the number of individuals falling into the above-listed demographic categories working in the establishment and providing tools to aid their success.
- Increasing the number of individuals falling into the above-listed demographic categories working in management and executive positions in the establishment and providing tools to aid their success.

3.3.3. Programs

The following programs will help effectuate the above goals:

- Employment opportunities will be published in diverse media with the objective of more effectively reaching the above demographic groups;
- Distribute internal workplace information sheets aimed at encouraging current employees to recommend individuals falling into the above-listed demographic categories for employment;
- Participate in job and recruitment fairs that specifically target individuals in the above-listed demographic categories.
- Individuals falling into the above-listed demographic categories will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

3.3.4. Measurement

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

- Have five employment positions been created since initial licensure?

- Have we advertised available positions in diverse media with the objective of more effectively reaching the above demographic groups?
- Have we attended at least one job and recruitment fair that specifically target individuals in the above-listed demographic categories?
- Have individuals falling into the above-listed demographic categories been hired and retained for at least 20% of the available positions?
- Have individuals falling into the above-listed demographic categories been offered opportunities to engage in shadow training?
- How many individuals falling into the above-listed demographic categories have chosen to engage in shadow training?

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

3.4. Confidentiality.

3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

3.4.2. As a condition of employment with the Company, all employees must sign a Non- Disclosure Agreement.

3.5. Employment of Relatives

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.

- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company

premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.8. Privacy

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. Healthcare enrollment information is kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the

Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.11. Political Neutrality

3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we

have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.2.
- 5.2.3. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
- 5.2.4. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.5. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.6. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct.

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
- Dishonesty;
 - Falsification of Company records;

- Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- Unauthorized or careless use of the Company's materials, equipment or property;
- Unauthorized and/or excessive absenteeism or tardiness;
- Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- Sexual or other illegal harassment or discrimination;
- Unauthorized use or disclosure of the Company's confidential information;
- Violation of any Company policy.

5.6. Dress Code

5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.

5.7. Safety

5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.

5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. Substance and Abuse

5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or

5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be

- served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
- 5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.
- 5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches.

- 5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.
- 5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.
- 5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.
- 5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy.

- 5.10.1. Garden Wonders Inc. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.
- 5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.
- 5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.
- 5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.
- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the office, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at

work may be taken away and other disciplinary action, up to and including termination, may be imposed.

- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

- 6.1.1. Aside from those benefits required by state and federal regulations, Garden Wonders Inc. also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. Group Health Insurance

- 6.2.1. Garden Wonders Inc. offers a group health plan for eligible employees. The Company's group health insurance plan is offered through Blue Cross. For more information, refer to the Company's benefits booklet for complete details and benefits.

6.3. COBRA

- 6.3.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.4. Worker's Compensation.

- 6.4.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.4.2. Garden Wonders Inc. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.4.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.

- 6.4.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.4.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.5. Social Security Benefits (FICA)

- 6.5.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.6. Unemployment Insurance

- 6.6.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.
- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a period of leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

- 7.2.1. Eligible employees are entitled to 5 paid sick days per year. Sick days' pay for regular full-time employees will be calculated based on the employee's base pay rate times the number of hours the employee would otherwise have worked on that day. Regular part-time employees will be paid on a pro-rata basis.

7.3. Holidays

- 7.3.1. Garden Wonders Inc. observes the following paid holidays:

- New Year's Day
- Memorial Day
- Independence Day

- Labor Day
- Thanksgiving Day
- Christmas Day

- 7.3.2. The Company will grant paid holiday time off to all eligible employees. Holiday pay for regular full-time employees will be calculated based on the employee's base pay rate (as of the date of the holiday) times the number of hours the employee would otherwise have worked on that day.
- 7.3.3. Regular part-time employees will be paid on a pro-rata basis.
- 7.3.4. If an eligible non-exempt employee works on a recognized holiday with Company approval, he or she will receive holiday pay plus wages at his or her straight-time rate for the hours worked on the holiday.

7.4. Pregnancy-Disability Leave

- 7.4.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.4.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.4.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.4.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.4.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.5. Workers' Compensation Leave

- 7.5.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided

an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

7.6. Voting Time

- 7.6.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

At-Will Employment Agreement and Acknowledgement of Receipt of Employee Handbook

Employee: _____

I acknowledge that I have been provided with a copy of the The Company Employee Handbook. I understand that I am responsible for familiarizing myself with the policies in this handbook and agree to comply with all rules applicable to me.

I understand and agree that the policies described in the handbook are intended as a guide only and do not constitute a contract of employment. I specifically understand and agree that the employment relationship between the Company and me is at-will and can be terminated by the Company or me at any time, with or without cause or notice. Furthermore, the Company has the right to modify or alter my position, or impose any form of discipline it deems appropriate at any time. Nothing in this handbook is intended to modify the Company's policy of at-will employment. The at-will employment relationship may not be modified except by a specific written agreement signed by me and an authorized representative of the Company. This is the entire agreement between the Company and me regarding this subject. All prior or contemporaneous inconsistent agreements are superseded.

I understand that the Company reserves the right to make changes to its policies, procedures or benefits at any time at its discretion. However, the at-will employment agreement can be modified only in the manner specified above. I further understand that the Company reserves the right to interpret its policies or to vary its procedures as it deems necessary or appropriate.

I have received the Company Employee Handbook. I have read (or will read) and agree to abide by the policies and procedures contained in the Handbook.

By: _____ Date: _____
Manager name

By: _____ Date: _____
Employer name

Diversity Plan

Introduction

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

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.

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

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

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

Goals

Our company has established specific goals to promote equity for women and veterans in the operations of our Marijuana Establishment:

1. Providing employment opportunities to women and veterans to help them achieve their goal of entering the adult-use marijuana industry;
2. Increasing the number of women and veterans working in the establishment and providing tools to aid their success.
3. Increasing the number of women and veterans working in management and executive positions in the establishment and providing tools to aid their success.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities will be published in diverse media with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets aimed at encouraging current employees to recommend women and veterans for employment;

3. Participate in job and recruitment fairs that specifically target women and veterans categories.
4. Women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

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

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women been hired and retained for at least 10% of the available positions?
5. Have veterans been hired and retained for at least 10% of the available positions?
6. Have women and/or veteran employees been offered opportunities to engage in shadow training?
7. How many women and/or veterans have chosen to engage in shadow training?

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