



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR283258
Original Issued Date: 04/01/2021
Issued Date: 04/01/2021
Expiration Date: 04/01/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Calverde Naturals, LLC

Phone Number: 617-797-2999
Email Address: stomasello@atlanticretail.com

Business Address 1: 1010 Pleasant Street
Business City: Belmont
Business State: MA
Business Zip Code: 02478
Business Address 2:
Mailing Address 1: 10 Briarwood Lane
Mailing City: Winchester
Mailing State: MA
Mailing Zip Code: 01890
Mailing Address 2:

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

PRIORITY APPLICANT

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

RMD INFORMATION

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

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
Percentage Of Control: 51
Other Role: President, Chief Executive Officer, Member, Capital Contributor, and Manager

First Name: Kelly	Last Name: Tomasello	Suffix:
Gender: Female	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49	Percentage Of Control: 49	
Role: Owner / Partner	Other Role: President, Chief Executive Officer, Member, Capital Contributor, and Manager	
First Name: Stephen	Last Name: Tomasello	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Calverde Naturals, LLC	Entity DBA:		
Email: stomasello@atlanticretail.com	Phone: 617-797-2999		
Address 1: 10 Briarwood Lane	Address 2:		
City: Winchester	State: MA	Zip Code: 01890	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$60000	Percentage of Initial Capital: 100
Capital Attestation: Yes			

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Kelly	Last Name: Tomasello	Suffix:
Marijuana Establishment Name: Calverde Naturals, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Marlborough	Marijuana Establishment State: MA	

Individual 2

First Name: Stephen	Last Name: Tomasello	Suffix:
Marijuana Establishment Name: Calverde Naturals, LLC	Business Type: Marijuana Retailer	
Marijuana Establishment City: Marlborough	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1010 Pleasant Street
Establishment Address 2:

Establishment City: Belmont

Establishment Zip Code: 02478

Approximate square footage of the establishment: 3860

How many abutters does this property have?: 39

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Calverde - Plan to Remain Compliant with Local Zoning.pdf	pdf	5e46206e1c3b1d04a32b297e	02/13/2020
Community Outreach Meeting Documentation	Calverde_Belmont Community Outreach Meeting Attestation 4842-9683-7068 v.4.pdf	pdf	5faac39c3bf49c082a42662e	11/10/2020
Certification of Host Community Agreement	Calverde_HCA Certification Form_Belmont.pdf	pdf	5fbe78a691587f078718d221	11/25/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Calverde_Positive Impact Plan.pdf	pdf	5fb185e13bf49c082a4275cd	11/15/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role: President, Chief Executive Officer, Member, Capital Contributor, and Manager

First Name: Kelly

Last Name: Tomasello

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role: Vice President, Member, Manager, and Capital Contributor

First Name: Stephen

Last Name: Tomasello

Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Bylaws	Calverde - Operating Agreement.pdf	pdf	5ee7ce5de4107825079d1f53	06/15/2020
Articles of Organization	Calverde Naturals_Certificate of Organization and Annual Report.pdf	pdf	5eebd87ff5e90617d832e657	06/18/2020
Department of Revenue - Certificate of Good standing	Calverde_DOR_Certificate of Good Standing_11-17-20.pdf	pdf	5fb5806108242707d4a799f6	11/18/2020
Department of Revenue - Certificate of Good standing	Calverde_Cert of Good Standing_Dept of Unemployment Assistance Attestation Form_11-18-20.pdf	pdf	5fb586b76e60eb07f57f40a1	11/18/2020
Secretary of Commonwealth - Certificate of Good Standing	Calverde_SoC CoGS 11.17.2020.pdf	pdf	5fc94bf1301ec4074f754bb7	12/03/2020

No documents uploaded

Massachusetts Business Identification Number: 001375178

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Calverde Plan for Obtaining Liability Insurance.pdf	pdf	5e3841a4813339048c3fad91	02/03/2020
Proposed Timeline	Calverde - Belmont - Timeline.pdf	pdf	5ee7cf108e2a8b24c980f741	06/15/2020
Business Plan	Calverde_Business Plan_Belmont.pdf	pdf	5fcebef5aa3b3307861d151d	12/07/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Calverde_Plan for Obtaining Marijuana and Marijuana Products .pdf	pdf	5e383dbf81ae16046bec7281	02/03/2020
Storage of marijuana	Calverde_Storage of Marijuana .pdf	pdf	5e383ff281ae16046bec728e	02/03/2020
Transportation of marijuana	Calverde_Transportation of Marijuana .pdf	pdf	5e383fff5b05c304785e5e32	02/03/2020
Inventory procedures	Calverde_Inventory Procedures .pdf	pdf	5e384017d29b0704447d598b	02/03/2020
Quality control and testing	Calverde_Quality Control and Testing .pdf	pdf	5e3840344dd5bb04941049a4	02/03/2020
Maintaining of financial records	Calverde_Maintaining of Financial Records .pdf	pdf	5e38407f4fa2b0047569fd73	02/03/2020
Diversity plan	Calverde_Diversity Plan .pdf	pdf	5e38408e7225f0046965709f	02/03/2020
Personnel policies including background checks	Calverde_Personnel Policies.pdf	pdf	5efbb50157a0a16c3195efd9	06/30/2020
Dispensing procedures	Calverde_Dispensing Procedures.pdf	pdf	5fce7dd915105a07797124aa	12/07/2020
Restricting Access to age 21 and older	Calverde_Plan for Restricting Access.pdf	pdf	5fce7de1418c5607a11d9e2e	12/07/2020
Prevention of diversion	Calverde_Prevention of Diversion.pdf	pdf	5fce7df0d8789e0780e4153a	12/07/2020

Qualifications and training	Calverde_Qualifications and Training.pdf	pdf	5fce7df887f4c7077b6108da	12/07/2020
Record Keeping procedures	Calverde_Recordkeeping Procedures.pdf	pdf	5fce7e01301ec4074f7555dd	12/07/2020
Security plan	Calverde_Security Plan.pdf	pdf	5fce7e0a63caf5075a67dda5	12/07/2020
Energy Compliance Plan	Calverde_Energy Compliance Plan.pdf	pdf	5fe3b20a841ecf07f32a973a	12/23/2020

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 10:00 AM	Monday To: 8:00 PM
Tuesday From: 10:00 AM	Tuesday To: 8:00 PM
Wednesday From: 10:00 AM	Wednesday To: 8:00 PM
Thursday From: 10:00 AM	Thursday To: 8:00 PM
Friday From: 10:00 AM	Friday To: 8:00 PM
Saturday From: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 10:00 AM	Sunday To: 5:00 PM



PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

Calverde Naturals, LLC ("Calverde") will remain compliant at all times with the local zoning requirements set forth in the Town of Belmont's Zoning By-Laws. The Property is located in the Local Business II District and the Adult Use Marijuana Establishment Overlay District. Pursuant to Belmont Zoning By-Laws Section 6F, the use of the Property for these purposes is permitted subject to the issuance of a Special Permit from the Planning Board. In accordance 935 CMR 5002.110(3) and Belmont Zoning By-Laws Section 6F.4(d), the Property is not located within 500 feet of a preexisting public or private school providing education in kindergarten or any of grades one through 12.

Calverde will seek a Special Permit from the Planning Board. As outlined within Belmont Zoning By-Laws Section 6F-7(b), the Special Permit shall lapse within five years of issuance and an application must be submitted at least 120 days prior to the expiration of the Special Permit.

Calverde will also seek an Adult Use Marijuana Sales Permit from the Belmont Board of Health, which must be renewed with the Board of Health annually. Calverde will comply with all required Board of Health regulations.

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 9/17/2020
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

**** Please be advised that the applicant held its community outreach meeting via virtual, web-based means per Administrative Order No. 2. The applicant tested the technology, including public interaction capacities, at least once prior to the meeting; obtained written permission from the host municipality; followed all accessibility requirements, including close captioning; accepted questions in advance; posted meeting materials at least 24 hours in advance on a publicly available website; enabled communication allowing for engagement and questions; designated a meeting moderator to allow participants and followers to ask questions; had three attendees; and made the recording of the meeting available to local broadcasting.**



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

- a. Date of publication: 9/3/20
- b. Name of publication: Belmont Citizen-Herald

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

- a. Date notice filed: 8/25/20

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

- a. Date notice(s) mailed: 8/26/2020

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- a. The type(s) of ME or MTC to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the ME or MTC to prevent diversion to minors;
 - d. A plan by the ME or MTC to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Calverde Naturals, LLC

Name of applicant's authorized representative:

Stephen Tomasello

Signature of applicant's authorized representative:

Stephen Tomasello

A recording of Calverde Naturals, LLC's Belmont Community outreach meeting is available using the following link:

Link: <https://us02web.zoom.us/rec/share/Hly1MvtRfISidXoCxVetc2W-fBCUB0bWdNxG1QYfBTYRXeNwkKxTaBnoJ71rb63U.ICPiNdiA433vBoQT>

Passcode: epH&CT0j

NOTICE OF UPDATED DATE FOR COMMUNITY OUTREACH MEETING CALVERDE NATURALS, LLC

Notice is hereby given that Calverde Naturals, LLC ("Calverde") will hold a Virtual Community Outreach Meeting on **September 17, 2020** at 7:00 PM to discuss the proposed siting of a licensed marijuana retailer facility at 1010 Pleasant Street in Belmont, Massachusetts 02478. The meeting previously scheduled for September 10, 2020 has been rescheduled.

This Virtual Community Outreach Meeting will be held in accordance with the Massachusetts Cannabis Control Commission's Administrative Order Allowing Virtual Web-Based Community Outreach Meetings and the applicable requirements set forth in M.G.L. ch. 94G and 935 CMR 500.000 *et seq.*

The Virtual Community Outreach Meeting via Zoom is available using the following link: <https://us02web.zoom.us/j/83219032073> or via telephone at 3126266799 using Webinar ID: 83219032073#. A copy of the meeting presentation will be made available at least 24 hours prior to the meeting at calverdebelmont.squarespace.com.

Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing rebecca@vicentesederberg.com or asked during the meeting after the presentation.

NOTICE OF UPDATED DATE FOR COMMUNITY OUTREACH MEETING CALVERDE NATURALS, LLC

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Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

Calverde Naturals, LLC

2. Name of applicant's authorized representative:

Kelly Tomasello

3. Signature of applicant's authorized representative:

Kelly Tomasello

4. Name of municipality:

Town of Belmont

5. Name of municipality's contracting authority or authorized representative:

Belmont Select Board



6. Signature of municipality's contracting authority or authorized representative:



7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):



8. Host community agreement execution date:





PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Overview

Calverde Naturals, LLC (“Calverde”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact;
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

To support such populations, Calverde has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of the City of Fitchburg.

Goals

In order for Calverde to positively impact residents of Fitchburg, Calverde has established the following goals:

1. Hiring individuals from Fitchburg with the goal of having 15% of staff be past or present residents of the City of Fitchburg; and
2. Reducing barriers to entry in the commercial adult-use cannabis industry through an annual, industry-specific educational seminar for residents of Fitchburg.

Programs

Calverde has developed specific programs to effectuate its stated goals to positively impact Fitchburg. Such programs will include the following:

1. Advertising open positions (as they become available, but not less than annually) in the Sentinel and Enterprise.
2. Providing one (1) annual cannabis retail seminar for residents of Fitchburg. Seminars will be advertised in the Sentinel and Enterprise. Seminar topics may include an introduction to cannabis retail operations, METRC functionality, and common cannabis retail compliance issues. Each seminar will be able to accommodate at least ten (10) participants. When registering for the seminar, individuals will be required to attest to their residency in Fitchburg. Unless the seminar is held electronically, Calverde will host the seminar at a venue in Fitchburg. Upon completion of a seminar, participants will be informed of open positions at Calverde and encouraged to apply.

Measurements

The President/Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Calverde continues to meet its commitments. Such measurable outcomes, in accordance with Calverde’s goals and programs described above, include:

- Ensuring that at least 15% of dispensary staff members are from Fitchburg, by providing regular staffing audits of employees hired, retained, and promoted, who are past or present residents of Fitchburg;
- Documenting each job opening advertisement posted in the Fitchburg Sentinel and Enterprise;
- Documenting residents interviewed and hired from Fitchburg; and
- Documenting each seminar held, including topics covered, participants, and any advertisements placed related thereto.

Beginning upon receipt of Calverde's first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Calverde will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The President/Chief Executive Officer will review and evaluate Calverde's measurable outcomes no less than twice per year to ensure that Calverde is meeting its commitments. Calverde is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Calverde 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.
- Any actions taken, or programs instituted, by Calverde will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

OPERATING AGREEMENT

Calverde Naturals, LLC, a Massachusetts Limited Liability Company

THE INTERESTS REPRESENTED BY THIS AGREEMENT HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, OR UNDER THE SECURITIES ACTS OR LAWS OF ANY STATE IN RELIANCE UPON EXEMPTIONS UNDER THOSE ACTS AND LAWS. THE SALE OR OTHER DISPOSITION OF SUCH INTERESTS IS RESTRICTED AS STATED IN THIS AGREEMENT, AND IN ANY EVENT IS PROHIBITED UNLESS THE COMPANY RECEIVES AN OPINION OF COUNSEL SATISFACTORY TO IT AND ITS COUNSEL THAT SUCH SALE OR OTHER DISPOSITION CAN BE MADE WITHOUT REGISTRATION UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND ANY APPLICABLE STATE SECURITIES ACTS AND LAWS. BY ACQUIRING INTERESTS REPRESENTED BY THIS AGREEMENT, EACH MEMBER REPRESENTS THAT IT WILL NOT SELL OR OTHERWISE DISPOSE OF ITS INTERESTS WITHOUT COMPLIANCE WITH THE PROVISIONS OF THIS AGREEMENT AND REGISTRATION OR OTHER COMPLIANCE WITH THE AFORESAID ACTS AND LAWS AND THE RULES AND REGULATIONS ISSUED THEREUNDER.

OPERATING AGREEMENT

THIS OPERATING AGREEMENT (this "Agreement") of CALVERDE NATURALS, LLC, a Massachusetts limited liability company (the "Company"), effective as of January 20, 20 20 (the "Effective Date"), is entered into by and between the Company and Kelly Tomasello and Stephen Tomasello (each a "Member" of the Company, and together the "Members").

WHEREAS, the Company was formed as a limited liability company under the name "Calverde Naturals, LLC" on March 25, 2019 by the filing of Articles of Organization (the "Articles") with the Secretary of the Commonwealth of Massachusetts on, pursuant to, and in accordance with the Massachusetts Limited Liability Company Act, M.G.L. Part I, Title XII, Chapter 156C, as amended from time to time (the "Act"); and

WHEREAS, the Member agrees that the membership in and management of the Company shall be governed by the terms set forth herein.

NOW, THEREFORE, the Member and the Company agree as follows:

ARTICLE I FORMATION OF COMPANY

Section 1.01 Name. The name of the Company is and shall be Calverde Naturals, LLC. The Company may do business under a fictitious business name as the Member may from time to time determine and by causing the Company to file authorization of the same in the appropriate jurisdictions.

Section 1.02 Purpose. The purpose of the Company is to engage in any lawful act or activity for which limited liability companies may be formed under the Act and to engage in any and all activities necessary or incidental thereto. This Agreement shall constitute the "limited liability company agreement" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Members shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of the Member are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

Section 1.03 Principal Place of Business. The Company's principal place of business shall be at such location as the Board may designate from time to time.

Section 1.04 Registered Office and Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Articles. The Company may change the registered agent or office at any time in the manner provided by the Act or applicable law.

Section 1.05 Term. The term of the Company commenced on the date the Articles were filed with the Secretary of the Commonwealth and shall continue in existence perpetually until the Company is dissolved in accordance with the provisions of this Agreement.

Section 1.06 Defects as to Formalities. A failure to observe any formalities or requirements of this Agreement, the Articles or the Act shall not be grounds for imposing personal liability on the Member for the liabilities of the Company. No annual meeting shall be required to be held.

Section 1.07 Regulatory Licenses. The Members intend that the Company shall apply for licenses to operate commercial cannabis businesses pursuant to the Cannabis Code (“Regulatory Licenses”) in accordance with M.G.L. ch. 94 G, M.G.L. ch. 94I, each as may be amended and replaced, and all rules and regulations promulgated pursuant thereto (the “Cannabis Code”). In connection with the foregoing, the Company and each Member shall take all actions reasonably necessary in connection with the application for Regulatory Licenses and shall not otherwise take any action that would reasonably be expected to jeopardize such applications. For the avoidance of doubt, such actions include modifications to this Agreement; *provided, however*, that any such modification shall be made so as to maintain the original intent of the parties hereto to the greatest extent possible.

Section 1.08 Cannabis Activities. ACQUISITION OF THE UNITS INVOLVES DIRECT AND/OR INDIRECT FINANCIAL INTERESTS IN CANNABIS OR CANNABIS PRODUCTS, TRANSACTIONS, AND ACTIVITIES. THE POSSESSION, CULTIVATION, MANUFACTURE, PRODUCTION, STORAGE, TESTING, DISTRIBUTION, AND/OR SALE OF CANNABIS IS ILLEGAL UNDER U.S. FEDERAL LAW. NO PARTY, NOR ANY ATTORNEYS FOR ANY PARTY, HAVE MADE ANY REPRESENTATION TO THE CONTRARY. EACH MEMBER ASSUMES ALL RISKS ASSOCIATED WITH ACQUISITION OF THE UNITS, INCLUDING THE RISK OF CRIMINAL PROSECUTION, AND HEREBY REPRESENTS AND WARRANTS THAT IT UNDERSTANDS SUCH RISKS AND THAT ITS ACQUISITION OF THE UNITS DOES NOT VIOLATE THE LAWS OF THE JURISDICTIONS UNDER WHICH IT RESIDES OR IS DOMICILED AND, AS APPLICABLE, IS FORMED OR ORGANIZED (OTHER THAN U.S. FEDERAL LAWS AS THEY PERTAIN TO THE ILLEGALITY OF CANNABIS). THE MEMBERS AGREE TO REFORM THIS AGREEMENT IF REQUIRED BY THE CANNABIS CODE OR ANY CANNABIS REGULATORY BODY.

ARTICLE II BUSINESS OF THE COMPANY

Section 2.01 Company Business. The business of the Company shall be to carry on any lawful business or activity which may be conducted by a limited liability company organized under the Act.

ARTICLE III UNITS AND MANAGEMENT

Section 3.01 Units and Certificates. The membership interests of each Member shall be represented by units representing a fractional part of the membership interests of the Member (the “Units”). The Board shall maintain a schedule identifying each Member, his mailing address, the number of Units held by the Member and the Member’s initial capital contribution (the “Members Schedule”), and shall update the Members Schedule upon the issuance or transfer of

any Units to any new or existing member, as applicable. A copy of the Members Schedule as of the execution of this Agreement is attached hereto as Schedule A. The Company will not issue any certificates to evidence ownership of the Units.

Section 3.02 Capital Contribution. The Members hereby agree to contribute to the Company such cash, property, or services (the "Capital Contribution(s)") as determined by the Member. No interest shall accrue on any Capital Contribution, and the Members shall not have the right to withdraw or be repaid any Capital Contribution except as provided in this Agreement. Each Member may, at the Member's sole discretion, make additional Capital Contributions, but, notwithstanding anything to the contrary in this Agreement, the Member shall have no obligation to do so.

Section 3.03 Designation of Managers. A board of managers of the Company (the "Board") is hereby established and shall be comprised of natural persons (each such person, a "Manager") who shall be appointed by the Members. A Manager need not be a Member of the Company. The number of Managers comprising the Board shall be initially set at two (2). Kelly Tomasello and Stephen Tomasello shall serve as the initial Managers. A Manager may be removed or replaced at any time from the Board, with or without cause, upon, and only upon, the written consent of a majority of the Members entitled to appoint such Manager.

Section 3.04 Management. The Board shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all day-to-day decisions regarding the business of the Company. Any action taken by a Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Managers as set forth in this Agreement. Each of the Managers shall have all rights and powers of a manager under the Act, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

Section 3.05 Officers. The Board may, from time to time, designate one (1) or more officers with such titles as may be designated by the Board to act in the name of the Company with such authority as may be delegated to such officers by the Board (each such designated person, an "Officer"). Any such Officer shall act pursuant to authority delegated to such Officer until that Officer is removed by the Board. Any action taken by the Officer shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of any Officer set forth in this Agreement and any instrument designating such Officer and the authority delegated to him or her.

Section 3.06 Management Rights. Subject to the Act, the Articles and this Agreement, each of the Members and the Managers shall have authority to do every act consistent with the law. Actions by the Managers shall bind the Company regardless of whether such action is for the purpose of apparently carrying on in the usual way the business or affairs of the Company, including the exercise of the authority indicated in this Section. No person shall have any duty or obligation to inquire into the authority or power of the Managers regarding the Managers' actions on behalf of the Company.

Section 3.07 Detailed List of Managers' Powers. Without limiting the generality of

any statement of the Managers' powers and authority set forth elsewhere in this Agreement, the Managers, on behalf of the Company, may:

- (a) supervise and manage the business of the Company;
- (b) execute, in the name of the Company, any contracts, notes, mortgages, leases, bonds, or other documents that may be needed in connection with the operation of the Company's business;
- (c) borrow money not in excess of \$50,000 on the Company's credit for use in the Company's business;
- (d) purchase personal property for use by the Company and in connection with such a purchase, grant to the seller a security interest in the property purchased;
- (e) buy or execute a purchase agreement, or sell or execute a sales agreement, for any property bought or sold in the regular course of the Company's business;
- (f) buy or execute a purchase agreement or sales agreement regarding the acquisition or disposition of any ownership interest in any real property; and
- (g) make and undertake all necessary and reasonable expenditures to acquire and improve the Company's assets.

Section 3.08 Quorum; Manner of Acting.

(a) Quorum. A majority of Managers serving on the Board shall constitute a quorum for the transaction of business of the Board. At all times when the Board is conducting business at a meeting, a quorum of the Board must be present at such meeting. If a quorum shall not be present at any meeting of the Board, then the Managers present at the meeting may adjourn the meeting from time to time, without notice other than the announcement at the meeting, until a quorum shall be present.

(b) Participation. A Manager may participate in a meeting of the Board by means of telephone or video conference or other communications device that permits all Managers participating to hear each other, and participation in a meeting by such means shall constitute presence in person at such meeting. A Manager may vote or be present at a meeting either in person or by proxy, and such proxy may be granted in writing, by means of electronic transmission, or as otherwise permitted under applicable law.

(c) Binding Act; Anti-deadlock. Each Manager shall have one (1) vote on all matters submitted to the Board or any committee thereof. With respect to any matter before the Board, the act of a majority of the Managers constituting a quorum shall be the act of the Board. In the event that a vote of the Board results in a deadlock with respect to such matter, then Kelly Tomasello shall be granted a vote to break the deadlock.

Section 3.09 Action by Written Consent. Notwithstanding anything herein to the contrary, any action of the Board (or any committee of the Board) may be taken without a meeting

if either (a) a written consent of a majority of the Managers on the Board (or committee) shall approve such action; *provided*, that prior written notice of such action is provided to all Managers at least one (1) day before such action is taken, or (b) a written consent constituting all of the Managers on the Board (or committee) shall approve such action. Such consent shall have the same force and effect as a vote at a meeting where a quorum was present and may be stated as such in any document or instrument filed with the Secretary of the Commonwealth.

Section 3.10 Indemnification of Managers. The Company shall, to the extent permitted by law, protect and hold the Managers, their partners, directors, officers, affiliates, agents and employees, harmless (to the extent of the Company's assets) from and against all claims, demands and causes of action of any kind or character, including the cost of defense thereof, arising from the performance or exercise of any of the duties, obligations, powers or authorities possessed by, granted or delegated to the Managers under this Agreement. There is no obligation on the part of any Member to fund this indemnification obligation of the Company.

Section 3.11 Appointment of a New Manager. Upon the resignation of a Manager, the Members shall appoint a new Manager.

Section 3.12 Compensation. The Managers shall be reimbursed for all reasonable expenses incurred on behalf of the Company and shall be entitled to reasonable compensation for time spent managing the Company, in an amount to be determined from time to time by the Members.

Section 3.13 Duty of Loyalty. A Member may have and engage in business and investment interests and activities other than the Company, and need not account to the Company for profits or remuneration gained thereby. A Member may enter into transactions considered to be competitive with or similar to those of the Company, or a business opportunity beneficial to the Company, and the Company waives any right or claim to participate therein. A Member has no duty to account to the Company or to hold as trustee for the Company any property, profit or benefit derived by the Member in the formation, conduct or winding-up of the Company or from the use or appropriation of any Company property.

Section 3.14 Other Self Interest. A Member does not violate a duty or obligation to the Company merely because the Member's conduct furthers the Member's own interests. A Member may lend money to and transact other business with the Company, and the rights and obligations of the Member in such transactions shall be the same as those of a person who is not a member. No transactions with the Company shall be voidable solely because a Member has a direct or indirect interest in the transaction.

ARTICLE IV TAXES, ACCOUNTING AND RECORDS

Section 4.01 Elections. The Board may make any tax elections for the Company allowed under the Internal Revenue Code of 1986 as amended from time to time ("Code") or the tax laws of any state or other jurisdiction having taxing jurisdiction over the Company.

Section 4.02 Taxes of Taxing Jurisdictions. To the extent that the laws of any taxing jurisdiction require, the Board will prepare and each Member will execute and submit timely

income tax payments to the taxing jurisdiction. Each Member accepts personal jurisdiction of the taxing jurisdiction with regard to the collection of income taxes attributable to the Member's income, and interest and penalties assessed on such income. If a Member fails to timely submit required income tax payments to the taxing jurisdiction, the Company may withhold and pay over to such taxing jurisdiction the amount of tax, penalty and interest determined under the laws of the taxing jurisdiction with respect to such income. Any such payments with respect to the income of any Member shall be treated as a distribution for purposes of Article V.

Section 4.03 Books and Records. The Board shall keep such books and records relating to the operation of the Company as are appropriate and adequate for the Company's business and carrying out this agreement.

ARTICLE V DISTRIBUTIONS

Section 5.01 Distributions. The Company may make distributions at such times and in such amounts as determined by the Board.

ARTICLE VI DISPOSITION OF MEMBERSHIP INTEREST AND ADMISSION OF ASSIGNEES AND ADDITIONAL MEMBERS

Section 6.01 Disposition. The Members' Units are transferable either voluntarily or by operation of law. A Member may dispose of all or a portion of a Member's Units. Upon the disposition of a portion of a Member's Units, the transferee shall be admitted as a substitute member as to the transferred interest upon the completion of the transfer without further action. Upon the transfer of all of a Member's Units (other than a temporary transfer or transfer as a pledge or security interest), such Member shall cease to be a Member of the Company and shall have no further rights or obligations under this Agreement, except that such Member shall have the right to such information as may be necessary for the computation of such Member's tax liability.

Section 6.02 Automatic Divestiture. If, during any time while the Company holds a Regulatory License, any of the following occur to a Member or to a member of an entity that is a Member of the Company, all interests of that Member (the "Affected Member") will automatically and immediately terminate, and the Affected Member will cease to be a Member ("Automatic Divestiture"):

(a) The Affected Member is charged with or convicted of any criminal offense, if a conviction of the offense in question would, pursuant to the Cannabis Code, disqualify the Affected Member from having an ownership interest in an entity holding a Regulatory License. However, where an Affected Member is only charged with a criminal offense and not convicted, and where the applicable state and local regulatory authorities with authority under the Cannabis Code ("Cannabis Regulatory Body") and any other local or state licensing authority upon request have agreed to defer pursuing any action against the Company's Regulatory License(s) based upon such charges, or where any such actions of the Cannabis Regulatory Body and local licensing authorities are subject to a stay order, then the Affected Member's Units shall not be subject to divestiture under this paragraph.

(b) The Affected Member or any entity that it owns or controls incurs a revocation of any Regulatory License, and it is determined by the Board that such revocation has a material adverse effect upon the issuance or continued good standing of the Company's Regulatory License(s).

(c) The Cannabis Regulatory Body or local licensing authority issues a formal recommendation stating that the Affected Member is unfit to have an ownership or economic interest in a business holding a Regulatory License.

(d) The Cannabis Regulatory Body or local licensing authority issues a formal recommendation against the issuance to the Company of a Regulatory License or revokes a Regulatory License, which recommendation cites the participation of the Affected Member as a material factor in the decision, or the Cannabis Regulatory Body or local licensing authority conditions the issuance of a Regulatory License on the Company removing the Affected Member from the Company.

(e) The Cannabis Regulatory Body or local licensing authority advises the Company in writing, or it is otherwise determined by court order, that a decision on the Company's Regulatory License is being delayed beyond one (1) year following the filing of the Company's application for a Regulatory License, and the Company is advised before or after said date that the sole reason for such delay is the participation of or concerns about the Affected Member.

(f) The Affected Member demonstrates a repeated failure to attend meetings with the Cannabis Regulatory Body or any local licensing authority as required for Company business to be conducted. As used herein, repeated failure to attend shall be demonstrated by failure to attend any meeting without good cause, or any two (2) meetings with any licensing authority.

(g) The Affected Member fails to provide information to the Cannabis Regulatory Body which is requested or required by the Cannabis Regulatory Body.

(h) If the Affected Member is a partnership or other business entity and not a natural person, a member of the Affected Member is disqualified from obtaining an ownership interest in a business holding a Regulatory License by final written determination of the Cannabis Regulatory Body, unless such member is divested from the Affected Member in a timely manner.

Section 6.03 Settling of Accounts Following Automatic Divestiture.

(a) The Company shall continue in existence notwithstanding the Automatic Divestiture of any Member pursuant to Section 6.02 above. Notwithstanding any provision of this Agreement to the contrary, if the Affected Member is a corporate entity and the occurrence of any of the events enumerated in Section 6.02, is due to a member, shareholder, officer, or manager of the Affected Member, the Affected Member shall have an option to redeem its Units and shall be restored to its ownership position before the divestiture events occur if the Board, a court of law, or the Cannabis Regulatory Body provides a written assurance or order that Affected Member has removed the member, shareholder, officer, or manager that caused any of the events enumerated in Section 6.02, pursuant to the terms of the Affected Member's governing documents.

(b) If an Affected Member is subject to Automatic Divestiture under Section 6.02, the Company shall be liable for the terminated ownership interest of the Affected Member as follows: (i) the Company and the Affected Member shall determine the fair market value of the Affected Member's Units by a mutually agreed upon third party appraisal; (ii) if the Affected Member and the Company cannot agree on a third party appraisal, they shall both individually choose and pay for their own appraisal and the differences, if any, between the two (2) valuations of the Affected Member's Units shall be averaged and used for calculating the Payoff Note; (iii) once the value of the Affected Member's Units is determined in relation to the Company's fair market value, the Company shall deliver a note (the "Payoff Note") to the Affected Member for the full fair market value of Affected Member's Units. The Payoff Note shall be payable over a five (5) year period and shall bear interest at a rate equal to the prime rate of interest as announced from time to time by the Wall Street Journal or shall be discounted (using the same rate) to present value if an earlier payoff is required under the Cannabis Code. The terms of the Payoff Note shall include equal monthly payments and shall be reasonable and customary for a transaction of this type. The Company may sell the Affected Member's Units, in accordance with the terms of this Agreement, to finance the Payoff Note or for any other lawful reason

ARTICLE VII DISSOLUTION AND WINDING UP

Section 7.01 Dissolution. The Company shall be dissolved and its affairs wound up only upon the occurrence of any of the following events:

- (a) The determination of the Members to dissolve the Company;
- (b) The sale, exchange, involuntary conversion, or other disposition or Transfer of all or substantially all the assets of the Company; or
- (c) The entry of a decree of judicial dissolution under M.G.L. Part I, Title XII, Chapter 156C §43, of the Act.

Section 7.02 Effect of Dissolution. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Board shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Managers and Members under this Agreement shall continue.

Section 7.03 Distribution of Assets on Dissolution. In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of the liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Members.

Section 7.04 Winding Up. The winding up of the Company shall be completed when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made, and all of the remaining property and assets of the Company have been distributed to the Members. Upon the completion of winding up of the Company, the Managers or other persons designated by the Members shall cause the cancellation

of the Articles in the State of Massachusetts and of all qualifications and registrations of the Company as a foreign limited liability company in jurisdictions other than the State of Massachusetts and shall take such other actions as may be necessary to terminate the Company.

ARTICLE VIII MISCELLANEOUS PROVISIONS

Section 8.01 Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

Section 8.02 Amendments. This Agreement may be amended or modified from time to time only by a written instrument adopted and executed by each Member and the Company.

Section 8.03 Entire Agreement. This Agreement represents the entire agreement between each Member and the Company.

Section 8.04 Severability. In the event that any provision of this Agreement is declared invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality, and enforceability of the other provisions hereof shall not in any way be affected or impaired thereby, unless such action would substantially impair the benefits to any party of the remaining provisions of this Agreement.

Section 8.05 Rights of Creditors and Third Parties Under Operating Agreement. This Agreement is entered into between the Company and the Members for the exclusive benefit of the Company, its Members, and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other person. Except and only to the extent provided by applicable statute, no such creditor or third party shall have any rights under this Agreement or any agreement between the Company and any Member with respect to any capital contribution or otherwise.

[Signature Page to Follow]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first written above.

COMPANY:

Calverde Naturals, LLC

By: Kelly Tomasello
Name: Kelly Tomasello
Title: Manager

By: Stephen Tomasello
Name: Stephen Tomasello
Title: Manager

MEMBERS:

By: Kelly Tomasello
Name: Kelly Tomasello

By: Stephen Tomasello
Name: Stephen Tomasello

SCHEDULE A
MEMBERS SCHEDULE

<u>Member Name</u>	<u>Units</u>	<u>Initial Capital Contribution</u>
Kelly Tomasello	510	
Stephen Tomasello	490	

SPT
LOS



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001375178

1. The exact name of the limited liability company is: CALVERDE NATURALS, LLC

2a. Location of its principal office:

No. and Street: 10 BRIARWOOD LANE
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 10 BRIARWOOD LANE
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

RETAIL WELLNESS SHOP

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: STEPHEN TOMASELLO
 No. and Street: 10 BRIARWOOD LANE
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

I, STEPHEN TOMASELLO resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	STEPHEN TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	KELLY TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	STEPHEN TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA

9. Additional matters:

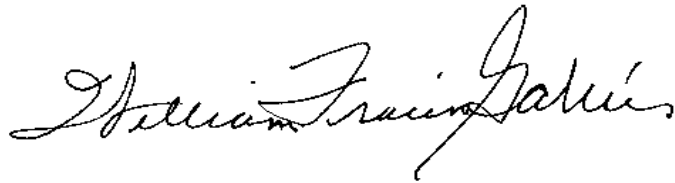
SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of March, 2019,
HEATH WALKER

(The certificate must be signed by the person forming the LLC.)

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:

March 25, 2019 09:34 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Annual Report

(General Laws, Chapter)

Identification Number: 001375178

Annual Report Filing Year: 2020

1.a. Exact name of the limited liability company: CALVERDE NATURALS, LLC

1.b. The exact name of the limited liability company as amended, is: CALVERDE NATURALS, LLC

2a. Location of its principal office:

No. and Street: 10 BRIARWOOD LANE
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 10 BRIARWOOD LANE
10 BRIARWOOD LANE
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
RETAIL WELLNESS SHOP

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: STEPHEN TOMASELLO
 No. and Street: 10 BRIARWOOD LANE
 City or Town: WINCHESTER State: MA Zip: 01890 Country: USA

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	STEPHEN TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA
MANAGER	KELLY TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 UNI

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	KELLY TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA
SOC SIGNATORY	STEPHEN TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	KELLY TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA
REAL PROPERTY	STEPHEN TOMASELLO	10 BRIARWOOD LANE WINCHESTER, MA 01890 USA

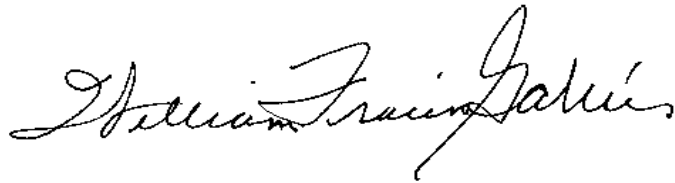
9. Additional matters:

**SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of February, 2020,
STEPHEN TOMASELLO , Signature of Authorized Signatory.**

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:

February 25, 2020 10:32 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

mass.gov/dor

Letter ID: L1659130176
Notice Date: November 17, 2020
Case ID: 0-000-769-527



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



KELLY TOMASELLO
CALVERDE NATURALS, LLC
10 BRIARWOOD LN # WINCHESTER
WINCHESTER MA 01890-3868

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Stephen Tomasello, an authorized representative of Calverde Naturals, LLC, certify that Calverde Naturals, LLC does not currently have employees and is therefore unable to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate of Good Standing or Compliance.



Name: Stephen Tomasello

Title: Manager

Entity: Calverde Naturals, LLC

11/18/20
Date



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

William Francis Galvin
Secretary of the
Commonwealth

November 17, 2020

TO WHOM IT MAY CONCERN:

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

CALVERDE NATURALS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 25, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are:
STEPHEN TOMASELLO, KELLY TOMASELLO

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **STEPHEN TOMASELLO, KELLY TOMASELLO**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **STEPHEN TOMASELLO, KELLY TOMASELLO**

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





PLAN FOR OBTAINING LIABILITY INSURANCE

Calverde Naturals, LLC (“Calverde”) will contract with an insurance provider to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Calverde will consider additional coverage based on availability and cost-benefit analysis.

If adequate coverage is unavailable at a reasonable rate, Calverde will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Calverde will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.



BUSINESS PLAN

EXECUTIVE SUMMARY

Mission Statement

Calverde Naturals, LLC (“Calverde”) is an applicant for a Retail Marijuana Establishment (“Marijuana Establishment”) license in the Commonwealth of Massachusetts (the “Commonwealth”) that is committed to creating a safe and clean community environment for providing consistent, high quality cannabis to consumers who are 25 years of age or older (per Belmont's requirements). Calverde’s mission will be accomplished through extensive employee training in all aspects of the marijuana retail business, selling a diverse mix of products, and taking a trend-forward approach to the merchandise offered for sale. All employees will share the same high standards and reflect the same character, integrity and values as those of Calverde.

License Types

Calverde is applying for the following Licenses from the Massachusetts Cannabis Control Commission (the “Commission”) to operate Marijuana Establishments in Massachusetts:

- Adult-Use Marijuana Retailer Establishment at 219-237 Boston Post Road, Marlborough, MA
- Adult-Use Marijuana Retailer Establishment at 1010 Pleasant Street, Belmont, MA

What Drives Us

Calverde’s goals include:

1. Providing customers 25 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

Calverde has put together a team to implement the operations of the Marijuana Establishment and intends to create 20-25 full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over Calverde Naturals team is or will be a controlling person with over more than three licenses in a particular class of license in the Commonwealth.

Founders

Kelly Tomasello—President and Chief Executive Officer

A native of Southern California, Kelly has spent most of her professional life creating, managing, and delivering unique client experiences. After graduating from the University of New Hampshire

with a degree in Hospitality and Business Management and minor in Culinary Arts, Kelly moved back to Santa Barbara and began working for Nordstrom Inc.. While at Nordstrom for six years, Kelly managed the highest volume clothing department including a team of 12 people and oversaw the buying, inventory and styling of the sales floor. In search of growth, she was then hired at Blaec, the first online store for women's luxury goods. At Blaec, Kelly served as a manager in the fraud, shipping and receiving departments. Kelly helped coordinate across all Blaec's operations resulting in significant company growth small start-up grow significantly. She later was promoted to head buyer for the company. After two years with Blaec, she was recruited to manage the operations of a luxury children's boutique and interior design company. She oversaw all aspects of running the retail and back of the house operations as well as traveled throughout California to design rooms for high end clientele.

After moving back to New England in 2008, Kelly combined her passion for customer service and hospitality as the manager for two high volume restaurants where she excelled in creating menus and building a loyal clientele. In order to create a better customer experience and become more effective in this position, Kelly took courses at Boston University's Wine and Gastronomy Programs and worked to complete her Sommelier Designation.

In 2013, following the birth of her son, Kelly became interested in alternative medicine and wellness as a means to alleviate both the physical and mental pressures of work, family, and life. This interest intensified in 2015 after learning that her son has special needs. In search of better treatment options and therapies, Kelly learned firsthand how effective non-traditional treatments such as acupuncture, massage, craniosacral therapy, and other forms of healing were on her son's symptoms.

Steve Tomasello—Vice President

Steve grew up in Reading, Massachusetts and graduated from Tufts University in 1994 with a Bachelor of Science Degree in Civil Engineering with a minor in Business Management. Upon graduation, Steve started with Atlantic Retail Properties ("Atlantic") as a retail real estate broker specializing in tenant and landlord representation across New England.

Over the past 25 years, Steve has played an active role in the transition and growth of Atlantic to over 65 employees amongst 6 offices providing coverage for retailers up and down the East Coast as well as in the Los Angeles area. Steve has extensive experience working with a diverse group of national and regional retailers planning and executing store growth strategies.

Steve's interest in holistic and alternative medicine began in 2010 when his father was diagnosed with Stage IV lung cancer. Traditional treatments coupled with holistic alternatives helped prolong the initial diagnosis and gave his father the opportunity to live a decent quality of life 2 years beyond expectations. Steve's interest intensified in 2015 upon learning that his son has special needs. In search of better treatment options and therapies, Steve and his wife Kelly learned firsthand how effective non-traditional treatments such as acupuncture, massage, craniosacral therapy, and other forms of healing were on their son's symptoms.

COMPANY DESCRIPTION

Structure

Calverde is a Massachusetts limited liability corporation that is applying for licenses from the Commission to operate a Retail Marijuana Establishments in the Commonwealth. Calverde will file, in a form and manner specified by the Commission, an application for licensure as a Marijuana Establishment.

Operations

Calverde will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products; conduct a monthly inventory of finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device. Calverde will track all marijuana and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Calverde will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

Calverde will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, Calverde will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure. Calverde will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

Calverde will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. Organic material, recyclable material, solid waste, and liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements.

Calverde will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) as part of its operating plan and application for licensure.

Prior to commencing operations, Calverde will provide proof of having obtained a surety bond in an amount equal to its licensure fee payable to the Marijuana Regulation Fund. The bond will ensure payment of the cost incurred for the destruction of cannabis goods necessitated by a violation of St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000 or the cessation of operation of Calverde. If Calverde is unable to secure a surety bond, it will place in escrow a sum of no less than \$5,000 or such other amount approved by the Commission, to be expended for coverage of liabilities. The escrow account will be replenished within ten business days of any expenditure required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* unless Calverde has ceased operations. Documentation of the replenishment will be promptly sent to the Commission.

Calverde and Calverde agents will comply with all local rules, regulations, ordinances, and bylaws.

Security

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

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

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

Only Calverde's registered agents and other authorized visitors (e.g. contractors, vendors) will be allowed access to the facility, and a visitor log will be maintained in perpetuity. All agents and visitors will be required to visibly display an ID badge, and Calverde will maintain a current list of individuals with access. Calverde will have security personnel on-site during business hours.

On-site consumption of marijuana by Calverde's employees and visitors will be prohibited.

Benefits to Host Communities

Calverde looks forward to working cooperatively with its host communities to ensure that Calverde operates as a responsible, contributing member of those host communities. Calverde has established a mutually beneficial relationship with its host communities in exchange for permitting Calverde to site and operate.

Calverde's host communities stand to benefit in various ways, including but not limited to the following:

1. Jobs: A Marijuana Establishment facility will add a number of full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. Monetary Benefits: A Host Community Agreement with significant monetary donations will provide the host community with additional financial benefits beyond local property taxes.
3. Access to Quality Product: Calverde will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.
4. Control: In addition to the Commission, the Police Department and other municipal departments will have oversight over Calverde Naturals' security systems and processes.
5. Responsibility: Calverde is comprised of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
6. Economic Development: Calverde's operation of its facilities will help to revitalize its host communities and contribute to the overall economic development of the local community.

MARKET RESEARCH

Customers

At its Belmont location, Calverde will only sell marijuana and marijuana products to customers ages 25 years and older that provide valid identification.

Competitors

Calverde's competitors include Mint Retail Facilities LLC in Belmont; Apothca, Inc. at 1386 Mass Avenue, Arlington; NS AJO Holdings, Inc. at 23 Elm Street, Watertown; Middlesex Integrative Medicine, Inc. at 305 Second Avenue, Waltham; Uma Flowers Waltham LLC at 196 Bear Hill Road, Waltham; and potentially other adult-use dispensaries located within close proximity.

Competitive Advantage

The marijuana industry in the Commonwealth is rapidly growing, and customers are scrutinizing the quality of cannabis dispensed, the services offered, the location of the dispensary, the prices offered for the products and the branding of the business. Calverde possesses several strengths that separate Calverde from the competition.

Calverde's competitive advantages over its competition includes the combined retail and management experience of their executive team as well as the superior locations of its proposed retail establishments with multiple controlled access points and tremendous parking. The locations benefit from great visibility, strong traffic counts, and synergy with surrounding retail, hotels and other commercial uses. Calverde Naturals intends to construct a facility that will provide a superior overall customer experience. Calverde will also offer a wide variety of high-quality cannabis and cannabis products at competitive prices to ensure customer satisfaction and retention.

Regulations

Calverde is a Massachusetts limited liability corporation and will maintain the corporation in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. Calverde will apply for all state and local permits and approvals required to build out and operate the facility.

Calverde will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

Products & Services

In addition to traditional sativa, indica, and hybrid cannabis flower, Calverde will offer a wide range of products that will allow Calverde to meet customer needs. Products Calverde intends to offer include, but will not be limited to:

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

Pricing Structure

Calverde's pricing structure will vary based on market conditions. Calverde plans to provide products of superior quality and will price accordingly.

MARKETING & SALES

Growth Strategy

Calverde's plan to grow the company includes:

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

Calverde plans to seek additional, appropriate locations in the surrounding area to expand business and reach an increased number of customers in the future.

Communication

Calverde will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: “Please Consume Responsibly,” in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

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

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

Calverde will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

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

Sales

Calverde will sell its products and services by engaging customers with knowledgeable personnel and have online ordering and in store pickup in compliance with all state and local laws.

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

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

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

Logo

Calverde has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

An image of the logo can be found below:



FINAL REMARKS

Calverde has the experience and know-how to safely and efficiently provide high quality, consistent, laboratory-tested cannabis and derivatives. Calverde hopes to bring its high-quality standards to adult-use consumers to provide them with a safe and clean community environment. Calverde’s security systems and comprehensive security measures will also help ensure a safe and secure environment that will help deter and prevent diversion.

In Massachusetts adult-use sales eclipsed \$250 million in the first eight months of 2019, and as more Marijuana Establishments become operational, the sales growth rate continues to expand month after month. Calverde is prepared to position itself well in this market and contribute to this growth through a highly experienced team of successful operators working under an established framework of high quality standard operating procedures and growth strategies. In doing so, Calverde looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits that this market will yield.



QUALITY CONTROL AND TESTING

Quality Control

Calverde Naturals, LLC ("Calverde") will comply with the following sanitary requirements:

1. Any Calverde agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Calverde agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
 - a. Maintaining adequate personal cleanliness; and
 - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. Calverde's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Calverde's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. Calverde's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Calverde will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. Calverde's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Calverde's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Calverde's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Calverde will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of marijuana. Calverde acknowledges and understands that the Commission may require Calverde to demonstrate the intended and actual use of any toxic items found on Calverde's premises;

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

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

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

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

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

Testing

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

Any Independent Testing Laboratory relied upon by Calverde for testing will be licensed or registered by the Commission and (i) currently and validly licensed under 935 CMR 500.101: *Application Requirements*, or formerly and validly registered by the Commission; (ii) accredited to ISO 17025:2017 or the most current International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission; (iii) independent financially from any Medical Marijuana Treatment Center, Marijuana Establishment or Licensee; and (iv) qualified to test marijuana and marijuana products, including marijuana-infused products, in compliance with M.G.L. c. 94C, § 34; M.G.L. c. 94G, § 15; 935 CMR 500.000: *Adult Use of Marijuana*; 935 CMR 501.000: *Medical Use of Marijuana*; and Commission protocol(s).

Testing of Calverde's marijuana products will be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of Calverde's environmental media will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Calverde's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. Calverde acknowledges and understands that the Commission may require additional testing.

Calverde's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1) will include notifying the Commission (i) within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch and (ii) of any information regarding contamination as specified by the Commission immediately upon request by the Commission. Such notification will be from both Calverde and the Independent Testing Laboratory, separately and directly, and will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Calverde will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year. Calverde acknowledges and understands that testing results will be valid for a period of one year, and that marijuana or marijuana products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

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

or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%). Any marijuana or marijuana products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.



MAINTAINING OF FINANCIAL RECORDS

Calverde Naturals, LLC's ("Calverde") operating policies and procedures ensure financial records are accurate and maintained in compliance with the Commission's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
 - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products; and
 - Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Calverde.
- All sales recording requirements under 935 CMR 500.140(5) are followed, including:
 - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
 - Prohibiting the use of software or other methods to manipulate or alter sales data;
 - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
 - If Calverde determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.
 - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
 - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
 - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.
- Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.
- License Renewal Records
 - Calverde shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26



DIVERSITY PLAN

Overview

Calverde Naturals, LLC ("Calverde") is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

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

To support such populations, Calverde has created the following Diversity Plan (the "Plan") and has identified and created goals/programs to promote equity in Calverde's operations.

Goals

In order for Calverde to promote equity for the above-listed groups in its operations, Calverde has established the following goals:

- Increasing the number of individuals falling into the above-listed demographics working at Calverde and ensuring that at least 25% of Calverde's agents are from the above-listed populations. More specifically, the goal for employment composition will be:
 - At least 5% of staff comprised of Minorities;
 - At least 5% of staff comprised of Women;
 - At least 5% of staff comprised of Veterans;
 - At least 5% of staff comprised of Disabled Individuals; and
 - At least 5% of staff comprised of individuals who identify as LGBTQ+. ¹

Programs

Calverde has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Workforce diversity initiatives, which include bi-annual distribution of interoffice newsletters, encouraging recruitment of members of the diverse populations;
2. Advertising employment opportunities as they become available, but no less than bi-annually in diverse publications such as the Rainbow Times; and
3. Hosting at least one career fair annually in Fitchburg.

Measurements

The President/Chief Executive Officer will administer the Plan and will be responsible for developing measurable outcomes to ensure Calverde continues to meet its commitments. Such measurable outcomes, in accordance with Calverde's goals and programs described above, include:

¹ The above goals and percentages were provided at the Commission's request. Any documentation evidencing such hiring goals will be collected in accordance with applicable employment law standards. These percentages are intended to represent Calverde's efforts for hiring a diverse workforce; however, Calverde is limited in its ability to confirm the ultimate percentages of these demographics in its workforce due to applicable employment and labor laws.

- Conducting employment composition reviews to determine what percentage of employees identify as being from the above-listed groups and to determine whether the employment composition consists of at least 5% minorities, 5% women, 5% veterans, 5% disabled individuals, 5% LGBTQ+.
- Documenting the number of job postings, as they become available, but no less than bi-annually annually, advertised in diverse publications and other media.
- Documenting the hosting of at least one career fair annually in Fitchburg to recruit qualified minorities, women, veterans, people with disabilities, and people who identify as LGBTQ+.

Beginning upon receipt of Calverde first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Calverde will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The President/Chief Executive Officer will review and evaluate Calverde's measurable outcomes no less than twice a year to ensure that Calverde is meeting its commitments. Calverde is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

Acknowledgements

- Calverde 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.
- Any actions taken, or programs instituted, by Calverde will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Calverde Naturals, LLC (“Calverde”) will securely maintain personnel records, including registration status and background check records. Calverde will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

In compliance with 935 CMR 500.105(9), personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent’s affiliation with Calverde and will include, at a minimum, the following:

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

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

Agent Background Checks

- In addition to completing the Commission’s agent registration process, all agents hired to work for Calverde will undergo a detailed background investigation prior to being granted access to a Calverde facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Calverde pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for

purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Calverde will consider:
 - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
 - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
 - c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Calverde will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Calverde will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.

- c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Calverde or the Commission.

Personnel Policies and Training

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

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

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



PLAN FOR RESTRICTING ACCESS

Calverde Naturals, LLC (“Calverde”) will only be accessible to individuals, visitors, and agents who are 25 years of age or older with a verified and valid government-issued photo ID (per Belmont requirements). Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Calverde agent will immediately inspect the person’s proof of identification and determine the person’s age, in accordance with 935 CMR 500.140(2) and Belmont Board of Health Regulations.

In the event Calverde discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 25, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Calverde will not hire any individuals who are under the age of 25 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1) and Belmont Board of Health regulations.

Pursuant to 935 CMR 500.105(4), Calverde will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Calverde will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including sponsorship of charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Calverde will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana. Please Consume Responsibly.”** Pursuant to 935 CMR 500.105(6)(b), Calverde packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Calverde’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).



QUALIFICATIONS AND TRAINING

Calverde Naturals, LLC (“Calverde”) will ensure that all employees hired to work at a Calverde facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

A candidate for employment as a marijuana establishment agent must be 25 years of age or older (per Belmont's requirements). In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

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

Training

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

All of Calverde’s current Owners, managers, and employees that are involved in the handling and sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission to provide the annual minimum of three (3) hours of required training to marijuana establishment agents to be designated a “Responsible Vendor”. Once Calverde is designated a “Responsible Vendor”, all new employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program within 90 days of the date they are hired. After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of marijuana will successfully complete the program once every year thereafter to maintain designation as a “Responsible Vendor”.

Calverde will also encourage administrative employees who do not handle or sell marijuana to take the “Responsible Vendor” program on a voluntary basis to help ensure compliance. Calverde’s records of Responsible Vendor Training Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other applicable licensing authority on request.

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

1. Marijuana's effect on the human body, including:
 - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
 - The amount of time to feel impairment;
 - Visible signs of impairment; and
 - Recognizing signs of impairment
2. Diversion prevention and prevention of sales to minors, including best practices;
3. Compliance with all tracking requirements;
4. Acceptable forms of identification, including:
 - How to check identification;
 - Spotting false identification;
 - Patient registration cards formerly and validly issued by the DPH or currently and validly issued by the Commission; and
 - Common mistakes made in verification
5. Other key state laws and rules affecting Owners, managers, and employees, including:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability;
 - License sanctions;
 - Waste disposal;
 - Health and safety standards;
 - Patrons prohibited from bringing marijuana onto licensed premises;
 - Permitted hours of sale;
 - Conduct of establishment;
 - Permitting inspections by state and local licensing and enforcement authorities;
 - Licensee responsibilities for activities occurring within licensed premises;
 - Maintenance of records;
 - Privacy issues; and
 - Prohibited purchases and practices.



RECORDKEEPING PROCEDURES

General Overview

Calverde Naturals, LLC ("Calverde") has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of Calverde documents. Records will be stored at Calverde in a locked room designated for record retention. All written records will be available for inspection by the Commission upon request.

Recordkeeping

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

- **Corporate Records**

Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
 - Directors & Officers Policy
 - Product Liability Policy
 - General Liability Policy
 - Umbrella Policy
 - Workers Compensation Policy
 - Employer Professional Liability Policy
- Third-Party Laboratory Contracts
- Commission Requirements:
 - Annual Agent Registration
 - Annual Marijuana Establishment Registration
- Local Compliance:
 - Certificate of Occupancy
 - Special Permits
 - Variances
 - Site Plan Approvals
 - As-Built Drawings
- Corporate Governance:
 - Annual Report
 - Secretary of Commonwealth Filings

- **Business Records**

Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;

- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the Calverde.
- Personnel Records
 - At a minimum, Personnel Records will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with Calverde and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations; and
 - A record of any disciplinary action taken.
 - Notice of completed responsible vendor and eight-hour related duty training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030: Registration of Marijuana Establishment Agents 803 CMR 2.00: Criminal Offender Record Information (CORI).
- Handling and Testing of Marijuana Records
 - Calverde will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
 - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records
 - Calverde will use Metrc as the seed-to-sale tracking software to maintain real-time inventory. The seed-to-sale tracking software inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

- Sales Records for Marijuana Retailer
 - Calverde will maintain records that it has performed a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate the sales data and produce such records on request to the Commission.
- Incident Reporting Records
 - Within ten (10) calendar days, Calverde will provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified within twenty-four (24) hours of discovering the breach or incident.
 - All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) will be maintained by Calverde for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities within Calverde's jurisdiction on request.
- Visitor Records
 - A visitor sign-in and sign-out log will be maintained at the security office. The log will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, Calverde will create and maintain an electronic record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Calverde agents present during the disposal or other handling, with their signatures. Calverde will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
 - Recordings from all video cameras which shall be enabled to record twenty-four (24) hours each day shall be available for immediate viewing by the Commission on request for at least the preceding ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.
 - Recordings shall not be destroyed or altered and shall be retained as long as necessary if Calverde is aware of pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information.
- Transportation Records
 - Calverde will retain all transportation manifests for a minimum of one (1) year and make them available to the Commission upon request.

- Vehicle Records (as applicable)
 - Records that any and all of Calverde's vehicles are properly registered, inspected, and insured in the Commonwealth and shall be made available to the Commission on request.
- Agent Training Records
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Responsible Vendor Training
 - Calverde shall maintain records of Responsible Vendor Training Program compliance for four (4) years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.
- Closure
 - In the event Calverde closes, all records will be kept for at least two (2) years at Calverde's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Calverde will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.
- Written Operating Policies and Procedures

Policies and Procedures related to Calverde's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:

 - Security measures in compliance with 935 CMR 500.110;
 - Employee security policies, including personal safety and crime prevention techniques;
 - A description of Calverde's hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - Storage of marijuana in compliance with 935 CMR 500.105(11);
 - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
 - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
 - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - Alcohol, smoke, and drug-free workplace policies;
 - A plan describing how confidential information will be maintained;
 - Policy for the immediate dismissal of any dispensary agent who has:

- Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Calverde operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Calverde, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Calverde's website.
- Policies and procedures for the handling of cash on Calverde premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 25 years old (per Belmont's requirements).
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Calverde shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or

town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Record-Retention

Calverde will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.



ENERGY COMPLIANCE PLAN

Calverde Naturals, LLC (“Calverde”) is currently exploring potential energy-use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Calverde will update this plan as necessary and will further provide relevant documentation to the Commission during Architectural Review and during inspections processes.

POTENTIAL ENERGY-USE REDUCTION OPPORTUNITIES

Calverde is considering the following potential opportunities for energy-use reduction and plans for implementation of such opportunities.

1. Natural Lighting;
1. Energy efficient exterior wall construction, which may include batt insulation, continuous rigid insulation, and air and vapor barriers; and
2. Plumbing fixtures that are Water Sense rated for reduced water consumption.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Calverde will continue to evaluate energy-use reduction opportunities.

RENEWABLE ENERGY GENERATION OPPORTUNITIES

Calverde is in the process of considering opportunities for renewable energy generation (including wind and solar options). Calverde’s preliminary examination of renewable energy generation has determined that the upfront costs of such options are too expensive at this time, although Calverde may reconsider at a future date. Calverde will also consult with its architects and engineers when designing the facility to determine the building’s capacity for renewable energy options (e.g. whether or not the roof can support the weight of solar panels). Nevertheless, our team is dedicated to consistently strive for sustainability and emissions reduction.

STRATEGIES TO REDUCE ELECTRIC DEMAND

Calverde is considering the following strategies to reduce electric demand:

1. Exterior and interior glazing on windows such that maximum natural daylight can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
2. Lighting fixtures that are energy efficient and used with Energy Star rated bulbs; and
3. Room lighting and switching will have occupancy sensors to reduce electrical consumption when rooms are unoccupied.

As the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes cash flow positive, Calverde will continue to evaluate strategies to reduce electric demand.

OPPORTUNITIES FOR ENGAGEMENT WITH ENERGY EFFICIENCY PROGRAMS

Calverde also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with Belmont officials to identify other potential energy saving programs and initiatives. Calverde will also coordinate with its utility companies to explore any energy efficiency options available to Calverde.