



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281487

Original Issued Date: 08/01/2019

Issued Date: 01/20/2022

Expiration Date: 01/22/2023

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: VanGarden Cannabis, LLC

Phone Number: 641-451-0994
Email Address: Compliance@vgrdn.com

Business Address 1: 88 Huntoon Memorial Hwy
Business City: Leicester Business State: MA Business Zip Code: 01542

Mailing Address 1: 88 Huntoon Memorial Hwy
Mailing City: Leicester Mailing State: MA Mailing Zip Code: 01542

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Executive / Officer Other Role:

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

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Jonathan Last Name: Napoli Suffix:
Describe the nature of the relationship this person has with the Marijuana Establishment: Chief Operating Officer of VanGarden.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: CLS Holdings USA, Inc. Entity DBA:
Email: jeff@clsholdingsinc.com Phone: 888-438-9132
Address 1: 11767 S. Dixie Highway, Suite 115 Address 2:
City: Miami State: FL Zip Code: 33156
Types of Capital: Debt Other Type of Capital: Total Value of Capital Provided: \$150000 Percentage of Initial Capital: 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 88 Huntoon Memorial Highway
Establishment Address 2:
Establishment City: Leicester Establishment Zip Code: 01542
Approximate square footage of the Establishment: 90000 How many abutters does this property have?: 11
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 08: 60,001 to 70,000 sq. ft Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 08: 60,001 to 70,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host	CannAssist-Leicester Single Page Certification	pdf	5b5b313b0dfb4034a117fd24	07/27/2018
Community Agreement	of Host Community Agreement.pdf			

Plan to Remain Compliant with Local Zoning	CannAssist - PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	5b5b315e64718b346fe26f6d	07/27/2018
Community Outreach Meeting Documentation	Community Outreach Materials.pdf	pdf	5bdc8df32d1cf504966f281b	11/02/2018

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.: \$-1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CannAssist Positive Impact Plan_Updated.pdf	pdf	5cd1dfca746cd40f5f70582a	05/07/2019
Other	CannAssist Ltr Support FCR.pdf	pdf	5cd2f96a9852730f7c7db91b	05/08/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
 First Name: Jonathan Last Name: Napoli Suffix:
 RMD Association: RMD Manager
 Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	CannAssist Cert of Good Standing Secretary of the Commonwealth.pdf	pdf	5b5b505eaec9503483dd6a5b	07/27/2018
Department of Revenue - Certificate of Good standing	CannAssist DOR Certificate of Good Standing.pdf	pdf	5b5b506b065a6d348d6fc15b	07/27/2018
Articles of Organization	CannAssist Certificate of Organization.pdf	pdf	5b5b507674dcfa349769cca3	07/27/2018
Bylaws	CannAssist Operating Agreement EXECUTED.pdf	pdf	5bdc8a8fe18f9d0d7384fbbb	11/02/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	CannAssist - DUA cert.pdf	pdf	5fb200f2dfcf9f07cd9460dd	11/15/2020
Department of Revenue - Certificate of Good standing	CannAssist - DOR cert.pdf	pdf	5fb485a98cc05c081b1b8e33	11/17/2020

Secretary of Commonwealth - Certificate of Good Standing	CannAssist Cert of Good Standing.pdf	pdf	5fb485b57083620840287e25	11/17/2020
Secretary of Commonwealth - Certificate of Good Standing	CannAssist Cert of Good Standing 12.24.20.pdf	pdf	60007fbeb11eae07c3c5a250	01/14/2021
Department of Unemployment Assistance - Certificate of Good standing	UIA Certificate of Compliance 11 15 2021.pdf	pdf	6192b626703abe37a3ab6f61	11/15/2021
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing from Secretary of the Commonwealth of MA- Vangarden Cannabis (1).pdf	pdf	6192b6853982c731eb1ca7f0	11/15/2021
Department of Revenue - Certificate of Good standing	4869-1215-6675.1 VanGarden DOR Explanation.docx.pdf	pdf	6192fcb35ca77d31bb6b6e53	11/15/2021
Department of Revenue - Certificate of Good standing	DOR Supporting Documents 11 15 2021 (2).pdf	pdf	6193204d2c8fa137b9c7b932	11/15/2021
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DOR.pdf	pdf	619d4fe622b0da0845c414f4	11/23/2021

Massachusetts Business Identification Number: 001251500

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	CannAssist - PLAN FOR OBTAINING LIABILITY INSURANCE.pdf	pdf	5b5b519564718b346fe26fa3	07/27/2018
Proposed Timeline	CannAssist - PROPOSED TIMELINE.pdf	pdf	5b5b600174dcfa349769ccb1	07/27/2018
Business Plan	CannAssist Business Plan (revised).pdf	pdf	5c51e6e73779161b2a870363	01/30/2019
Plan for Liability Insurance	CannAssist Renewal - Proposed Timeline (11.16.20).pdf	pdf	5fb4860f08242707d4a7977a	11/17/2020
Business Plan	4885-6477-7219.1 VanGarden Cannabis LLC Business Plan 4868-0729-7283 v.2.pdf	pdf	6192fd4d86cf8531b41a7d3d	11/15/2021
Plan for Liability Insurance	Vangarden Certificate of Liability Insurance.pdf	pdf	6192fe0944662a31f2894781	11/15/2021
Proposed Timeline	Updated Timeline.pdf	pdf	619301b55ca77d31bb6b6e69	11/15/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy compliance plan_Revised (10.11.21).pdf	pdf	61926c27703abe37a3ab690a	11/15/2021
Policies and Procedures for cultivating.	Updated Policies and Procedures for Cultivating.pdf	pdf	6193039b44662a31f28947a5	11/15/2021

Prevention of diversion	Updated Plans Preventing Diversion.pdf	pdf	6193040444662a31f28947a9	11/15/2021
Security plan	Updated Security Plan.pdf	pdf	619305ed2c8fa137b9c7b7e7	11/15/2021
Storage of marijuana	Updated Storage of Marijuana Plan.pdf	pdf	6193061e2c8fa137b9c7b7ed	11/15/2021
Transportation of marijuana	Updated Transportation Plan.pdf	pdf	619306532c8fa137b9c7b7f1	11/15/2021
Inventory procedures	Updated Inventory Plan.pdf	pdf	619306803982c731eb1cacb2	11/15/2021
Quality control and testing	Updated QC and Testing Policy.pdf	pdf	619306af6155aa37c4258f3b	11/15/2021
Dispensing procedures	Updated Dispensing Plan.pdf	pdf	619306e7703abe37a3ab74a3	11/15/2021
Personnel policies including background checks	Updated Personnel Policies Incl Background Checks.pdf	pdf	619307283982c731eb1cacb6	11/15/2021
Record Keeping procedures	Updated Recordkeeping Policies.pdf	pdf	6193075fd8c16731dcbe3d7b	11/15/2021
Diversity plan	Vangarden Diversity Plan 9.23.21.pdf	pdf	619307f7bd22c23791134dcc	11/15/2021
Qualifications and training	Updated Training Plans.pdf	pdf	61930834703abe37a3ab74b1	11/15/2021
Restricting Access to age 21 and older	4853-4289-8435.1 VanGarden_Restricting Access Policy.pdf	pdf	61930bbb7c9a0537aea4e646	11/15/2021
Maintaining of financial records	4873-4154-9827.1 VanGarden Maintaining of Financial Records Policies and Procedures.pdf	pdf	61930bcb7f037d37d69be7ec	11/15/2021

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Please see attached waiver request

Update 1/14/21: CannAssist has updated its positive impact plan; an updated copy is attached hereto. Since this is a new plan no progress has been made to date.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Please see attached waiver request

Update 1/14/21: CannAssist has updated its diversity plan; an updated copy is attached hereto. Since this is a new plan no progress has been made to date.

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 10:00 PM
Tuesday From: 7:00 AM	Tuesday To: 10:00 PM
Wednesday From: 7:00 AM	Wednesday To: 10:00 PM
Thursday From: 7:00 AM	Thursday To: 10:00 PM
Friday From: 7:00 AM	Friday To: 10:00 PM
Saturday From: 7:00 AM	Saturday To: 10:00 PM
Sunday From: 7:00 AM	Sunday To: 10:00 PM

Host Community Agreement Certification Form

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

Applicant

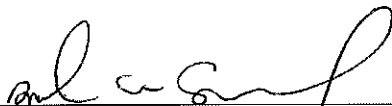
I, Jon Napoli, (*insert name*) certify as an authorized representative of CannAssist, LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Town of Leicester (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on May 7, 2018 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, David Benereux, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Leicester (*insert name of host community*) to certify that the applicant and Town of Leicester (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on ~~May 7, 2018~~ May 15, 2018 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community



CannAssist, LLC

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

CannAssist, LLC (“CannAssist”) will remain compliant at all times with the local zoning requirements set forth in the Town of Leicester’s Zoning Bylaws. In accordance with Section 5.15 of Leicester’s Zoning Bylaws, CannAssist’s proposed Cultivator and Product Manufacturer Establishment is located in the Highway Business-Industrial 2 Zoning District, in which non-retail Marijuana Establishments are an allowed use.

CannAssist’s Marijuana Cultivator and Product Manufacturer Establishment operations will take place at a fixed location within a fully enclosed building and will not be visible from the exterior of the business. Outside storage of marijuana, related supplies, or educational material shall not be permitted at the facility.

In compliance with Leicester’s Zoning Bylaws, the property is not located within 200 feet of residential zoning districts (SA, R1, and R2), and pre-existing public or private schools (pre-school through grade 12).

As required by Leicester’s Zoning By-Laws, CannAssist will apply for a Special Permit and Site Plan Approval, as applicable, from Leicester’s Planning Board. CannAssist will comply with all conditions and standards set forth in any local permit required to operate a Marijuana Cultivator and Processing Facility at CannAssist’s proposed location.

CannAssist has already attended several meetings with various municipal officials and boards to discuss CannAssist’s plans for a proposed Marijuana Cultivator and Product Manufacturer facility and has executed a Host Community Agreement with Leicester. CannAssist will continue to work cooperatively with various municipal departments, boards, and officials to ensure that CannAssist’s Marijuana Cultivator and Product Manufacturer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

CannAssist has also retained the law firm Vicente Sederberg LLC to assist with ongoing compliance with local zoning requirements.

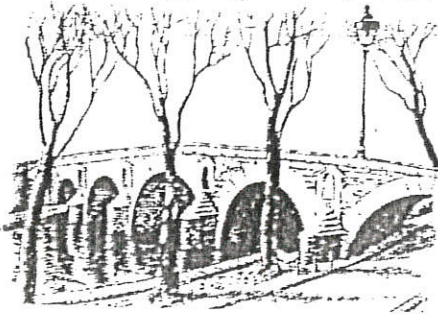
Community Outreach Meeting Attestation Form

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

I, Jonathan Napoli, (*insert name*) attest as an authorized representative of CannAssist, LLC (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 18, 2018 (*insert date*).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 11, 2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 10, 2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 10, 2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



Crossing to better communities... 25 Elm Street • Southbridge, MA 01550 • Phone 508.764.4325 • Fax 508.764.8102

Please find tearsheets enclosed for the legal publication
in the following paper regarding: Cannaxist

PO# _____

Auburn News	_____	_____	_____	_____
Blackstone Valley Tribune	_____	_____	_____	_____
Southbridge Evening News	_____	_____	_____	_____
Spencer New Leader	<u>5711</u>	_____	_____	_____
Webster Times	_____	_____	_____	_____
Winchendon Courier	_____	_____	_____	_____
Connecticut Villagers	_____	_____	_____	_____
Sturbridge/ Charlton Villagers	_____	_____	_____	_____

Account # 133737

Cost of Ad \$ 58.80

THIS IS NOT A BILL. INVOICE TO FOLLOW AT THE END OF THE MONTH.
Any questions, please don't hesitate to call me at (508)764-4325 or (800)367-9898 or email to
jashton@stonebridgepress.com.

Thank You,

Jean Ashton



25 Elm Street
PO Box 90
Southbridge, MA 01550
508.909.4103/800.367.9898
FAX: 508.909.4053

**ADVERTISING INVOICE AND STATEMENT
REMIT TO:**

Stonebridge Press
PO Box 90
Southbridge, MA 01550

LYNCH ASSOCIATES
12 POST OFFICE SQ. 6TH FL
BOSTON, MA 02109

BILLING DATE	TOTAL AMOUNT DUE	PAYMENT DUE BY
5/25/2018	176.40	6/22/2018
BILLING PERIOD	FROM:	TO:
	4/28/2018	5/25/2018
ACCOUNT NO	AMOUNT ENCLOSED	
133737		

Visit us at www.TheHeartOfMassachusetts.com
www.ConnecticutsQuietCorner.com

PLEASE RETURN THIS PORTION WITH YOUR PAYMENT

Date	Reference #	Description	Dimensions	Times	Billed Units	Rate	Amount
04/28/18		BALANCE FORWARD					0.00

05/11/18	1073158	CANNASIST SPENCER NEW LEADER	2x4.00	1	8.00	7.35	58.80
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Publications:

Stonebridge Press: publishers of Auburn News, Blackstone Valley Tribune, Spencer New Leader,
Southbridge Evening News, Webster Times, Winchendon Courier, Sturbridge Villager, Charlton Villager,
Woodstock Villager, Thompson Villager, Putnam Villager and Killingly Villager

CUSTOMER SUMMARY FOR		31 - 60 DAYS	61 - 90 DAYS	OVER 90 DAYS	CURRENT CHARGES	176.40
Account # 133737						
Period Ending:	5/25/2018	0.00	0.00	0.00	Past Due Balances From Previous Month	0.00
Previous Balance:	0.00					
Current Charges:	176.40					
Payments/Credits:	0.00					
BALANCE DUE:	176.40				PLEASE PAY THIS AMOUNT	176.40

Attachment A

Conservation Commission PUBLIC HEARING NOTICE

In accordance with the requirements of the Massachusetts Wetland Protection Act, MGL c. 131, s. 40 and the Spencer Wetlands By-Law:

James Donohue has filed a Request for Determination of Applicability with the Spencer Conservation Commission to construct a new retaining wall located at 71 Wilson Avenue, Spencer, MA. Briane Hartley has filed a Request for Determination of Applicability with the Spencer Conservation Commission to construct a fence along both property lines located at 55 Lake Shore Drive, Spencer, MA.

Town of Spencer has filed a Notice of Intent with the Spencer Conservation Commission to install a 4.4 megawatt ground-mounted solar array located at 17 South Spencer Road, Spencer, MA. Applications can be reviewed at the Office of Development and Inspectional Services, Town Hall. A public hearing regarding these filings will be held by the Spencer Conservation Commission in McCourt Social Hall at Town Hall, 157 Main Street, on Wednesday, May 23, 2018, at which time all persons having an interest may be present and participate. Conservation Commission meetings open at 7:00 p.m., public hearings begin at 7:15 p.m.

Mary McLaughlin

Mary McLaughlin, Chairwoman
May 11, 2018

Commonwealth of Massachusetts

Worcester SS SUPERIOR

40.1405.

To obtain more information on this disposal site and the opportunities for public involvement during its remediation, please contact the Department of Environmental Protection, Bureau of Waste Site Cleanup, 8 New Bond Street, Worcester, MA 01606 at (508) 792-7650.

May 11, 2018

NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

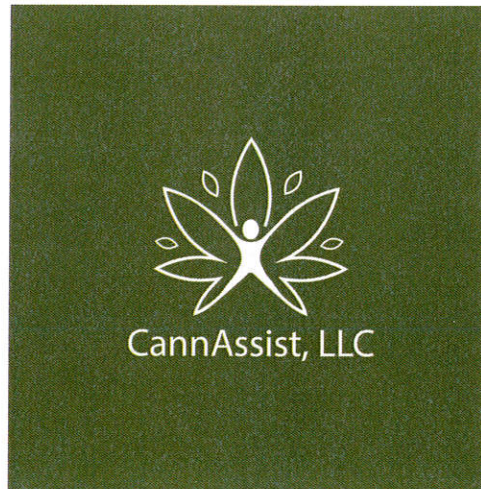
There will be an opportunity for the public to ask questions.

WHO: CANNASIST

WHAT: COMMUNITY OUTREACH MEETING TO DISCUSS A PROPOSED MARIJUANA CULTIVATION AND PRODUCT MANUFACTURING FACILITY IN LEICESTER.

WHEN: MAY 18, 2018 @ 10AM

WHERE: 88 HUNTOON MEMORIAL HIGHWAY, LEICESTER, MA 01524
May 11, 2018



RECEIVED
MAY 10 2018
Town of Leicester
Development & Inspectional Services

NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

Who: CannAssist

What: Community Outreach Meeting to discuss a proposed Marijuana Cultivation and Product Manufacturing Facility in Leicester.

When: May 18, 2018 @ 10:00AM

Where: 88 Huntoon Memorial Highway
Leicester, MA 01524

Received by the Town of Leicester May 10, 2018

Marie Paquette
Board of Selectmen's Office

Deborah K. Davis
Town Clerk

Michelle R. Buck
Town Planner



NOTICE OF COMMUNITY MEETING

Please join CannAssist for a Community Outreach Meeting as we share our plans for a proposed Marijuana Establishment. The proposed Marijuana Cultivation and Product Manufacturing Facility is anticipated to be located at 88 Huntoon Memorial Highway in Leicester.

In this meeting, we will discuss security, diversion prevention, community involvement and planning, and general operating information for the proposed facility.

There will be an opportunity for the public to ask questions.

- Who:** CannAssist
- What:** Community Outreach Meeting to discuss a proposed Marijuana Cultivation and Product Manufacturing Facility in Leicester.
- When:** May 18, 2018 @ 10:00AM
- Where:** 88 Huntoon Memorial Highway
Leicester, MA 01524

Waiver Request Form

Instructions

Under 935 CMR 500.850, 501.850 and/or 502.700, an individual, entity, applicant, or licensee (“Requestor”) may request a waiver from compliance with a requirement mandated by the Cannabis Control Commission’s (Commission) regulations. This form shall be used for all waiver requests relating to adult-use regulations, medical-use regulations, or colocated marijuana operations regulations, with the exception of requests to waive Agent Registration CORI report requirements.

The Requestor must submit additional waiver requests for additional requirements—only one requirement may be waived per request form. If the Requestor is requesting a waiver from a requirement that applies to them by the adult-use, medical-use, and/or colocated marijuana operations regulations, and the requirement is the same for each regulatory scheme, they may use one form and state the appropriate provisions seeking to be waived. One form may be used if a licensee is requesting to waive the same requirement for multiple licenses.

Written documentation is required to evaluate the waiver request. The Requestor must specifically state the regulation(s) requested to be waived, the reason(s) why it should be waived, and explain why: (i) the waiving of this requirement will not pose a risk to the health, safety, or welfare of the public or patients; (ii) compliance would cause undue hardship to the requester; and (iii) the granting of the waiver would not constitute a waiver of any statutory requirements. If applicable, the Requestor may provide alternative compensating steps or features that will be utilized in lieu of the requirement. Once received by the Commission, your request will be evaluated.

The request must be filled out electronically and signed by the Requestor. If the Requestor is an entity, the form must be signed by an individual who has authority to act on behalf of the entity (“Requestor’s Representative”). Additional documentation may be submitted along with the request form as long as it directly addresses the requirement to be waived.

Once completed, the waiver form and any additional information should be combined into a single PDF document and emailed to Licensing@CCCMass.com.



Review

If the Requestor is a Medical Marijuana Treatment Center (“MTC”), Marijuana Establishment (“ME”), or Colocated Marijuana Operation (“CMO”), and is requesting to waive a security-related requirement, the Commission must notify the Host Community’s Chief Law Enforcement Officer of the request and give a 30-day period for the officer to respond. The Chief Law Enforcement Officer’s opinion will be considered in the Commission’s decision but will not be determinative factor.

Once the request has been evaluated by the Commission, the Requestor or the Requestor’s Representative will be notified.

I. Requestor Information

1. Requestor’s name *(if an entity, please state the legal name of the entity)*:

2. Requestor’s status:

- ☐ Applicant (MTC, ME, CMO)
- ☐ Licensee (MTC, ME, CMO)
- ☐ Registered Agent Applicant (ME, MTC, CMO)
- ☐ Registered Agent (ME, MTC, CMO)
- ☐ Qualifying Patient
- ☐ Personal Caregiver
- ☐ Certifying Health Care Provider
- ☐ Caregiving Institution
- ☐ Institutional Caregiver
- ☐ Other—please specify: _____

3. Requestor’s application/license/registration number(s) *(if applicable)*:



4. Requestor's contact information (*address, phone number, and email address*):

5. Requestor's Representative's name, relationship to Requestor, and contact information (*if applicable*):

II. Waiver Request Information

6. List the specific regulation(s), and associated regulatory cite(s), to be waived:



7. List the reason(s) why this regulatory requirement would cause an undue hardship and should be waived (*use additional documents/pages if needed—please appropriately reference addendums*):

8. List the alternative compensating policies, procedures, steps, features that will be utilized in lieu of the requirement if the waiver request is granted (*if applicable*):

9. In the opinion of the Requestor or its representative, if the Commission waives this regulatory requirement, will the waiving of this requirement pose a risk to the health or safety of consumers, patients, or the public (*please check one of the boxes below*)?

☐ Yes

☐ No



10. Please explain the reasons why the waiving of the requirement will not pose a risk to the health or safety of consumers, patients, or the public:

11. In the opinion of the Requestor or its Representative, is the requirement sought to be waived a statutory requirement *(please check one of the boxes and include any notations in the section below)*?

☐ Yes

☐ No



By signing this document, I affirm that all the information provided above is true and accurate. I understand that all requirements listed in 935 CMR 500.000, 501.000, and 502.000 (*where applicable*) must be complied with unless otherwise notified by the Commission. Failure of the Requestor or its Representative to fully complete this form may result in the denial of your waiver request.

Requestor or Requestor's Representative printed name:

Jonathan Napoli

Requestor or Requestor's Representative signature:

J Napoli

Date of request:

11/16/20

Once completed, the waiver form and any additional information should be combined into a single PDF document and emailed to Licensing@CCCMass.com.



December 28, 2020

Via Email (genereuxd@leicesterma.org)

David A. Genereux
Town Administrator
Town of Leicester
3 Washburn Square
Leicester, MA 01542

Dear Mr. Genereux:

Pursuant to the Massachusetts Cannabis Control Commission regulations, 935 CMR 500.103(4)(f), CannAssist, LLC ("CannAssist") writes to formally request from the Town of Leicester (the "Town") records of any cost to the Town reasonably related to the operation of CannAssist's Adult-use marijuana cultivation and product manufacturing establishment located at 88 Huntoon Memorial Highway, Leicester, MA 01542, including the Town's anticipated and actual expenses resulting from the operation of CannAssist's marijuana establishment in the community. In accordance with M.G.L. c. 94G, § 3(d), we note that any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC, as defined in that statute, shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Thank you very much for your attention to this matter. Please do not hesitate to contact me should you have any questions.

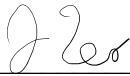
Sincerely,



Jonathan Napoli, Manager
CannAssist, LLC

Attestation of No Response from the Town of Leicester

I, Jonathan Napoli, Manager of CannAssist, LLC (“CannAssist”), attest that as of Tuesday, January 12, 2021, no response was received from the Town of Leicester (the “Town”) regarding the request for records of any cost the Town incurred or is anticipated to incur which are reasonably related to the operation of CannAssist’s adult-use cultivation and product manufacturing marijuana establishment, sent to Town Administrator, David A. Genereux, on December 28, 2020.



Jonathan Napoli, Manager
CannAssist, LLC
January 12, 2021



Town of Leicester
OFFICE OF THE TOWN ADMINISTRATOR

Town Hall, 3 Washburn Square
Leicester, Massachusetts 01524-1333
Phone: (508) 892-7000 Fax: (508) 892-7070
www.leicesterma.org

November 15, 2021

To: Jonathan Napoli Vangarden Cannabis
From: David Genereux, Town Administrator
**RE: Cost associated with operations on Cannassist property
188 Huntoon Highway, Leicester, MA 01524**

I am writing in reply to your request for costs incurred by the Town of Leicester associated with the site know as 88 Huntoon Highway, Leicester, MA. This property, a 190,000 square foot warehouse, is being retrofitted as two separate marijuana cultivation and production facilities, as licensed by Commonwealth of Massachusetts, through the Cannabis Control Commission (CCC).

As you know, Canassist negotiated a Host Community Agreement (HCA) with the Town on May 15, 2018. The HCA calls for a flat annual payment, per the company's wishes at that time, of \$150,000 per year once the facility was in production. To date, the facility is not yet operational, so no HCA payments have been made or are due.

The cost of municipal services to the property (Not including services that were paid for separately, such as building permits, and police or fire details), are annotated below:

Police

193 Building checks at app 30 minutes per check (96.5 hours) and using a patrol officer's rate of \$32.29 equals \$3,115.98

22 other investigations/ calls for service at approximately 1 hour per call (22 hours) and using a patrol officer's rate of 32.29 equals \$710.38

The total expense: \$3,826.36

No other charges were reported from any other municipal department.

Please contact me with any questions.

Costs incurred by host community

External

Inbox x



Jonathan Napoli

to davisd, me, Steve ▾

1:25 PM (3 hours ago)



Debbie,

Could you please send us a record of costs incurred by town due to activities at The Vangarden Cannabis facility at 88 Huntoon Memorial Hwy? If there is no record of any costs that is fine, just let us know.

Thank you,

Jonathan Napoli

Vangarden Cannabis



CannAssist, LLC

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

CannAssist, LLC's ("CannAssist") proposed Marijuana Establishment will be sited at 88 Huntoon Memorial Highway in the town of Leicester, MA. The cities of Brockton and Worcester have been identified as two of the Commonwealth's 29 communities of disproportionate impact. It is CannAssist's intention to be a contributing, positive force in the Massachusetts marijuana industry by engaging in programs that will positively impact these communities.

1. CannAssist's goals for this Plan and the efforts in the target communities include the following:
 - a. Reducing barriers to entry in the regulated adult-use marijuana industry through the provision of employment development seminars for residents of the target communities; and
 - b. Providing financial support to businesses in Brockton which will have a positive impact on the residents of Brockton and the Brockton community as a whole.
2. CannAssist will implement the following programs to meet the above-referenced goals of this plan:
 - a. Develop partnerships with local organizations to ensure that residents of Greater Worcester are informed about and have access to employment opportunities in the adult-use cannabis industry, including the hosting of certain adult-use cannabis industry job fairs, either directly by CannAssist or in partnership with local organizations such as New Hope, Inc., a non-profit organization serving domestic and sexual violence survivors in regions throughout the state, including the City of Worcester.
 - i. CannAssist will post all advertisements for employment at its marijuana establishment in the local newspaper, the *Worcester Telegram & Gazette* to ensure such opportunities are widely disseminated in the Worcester community.
 - ii. CannAssist will host/co-host at least two (2) job fairs in each year in Worcester. Representatives of Worcester will have a table at each job fair and discuss current employment opportunities at the marijuana establishment with interested attendees.

- b. Provide annual monetary and in-kind donations to identified non-profits and charities, including Family and Community Resources, Inc. in Brockton, which provides program and services to individuals and families whose lives are impacted by trauma including violence at home, school or in their community.
 - i. Specific initiatives at Family and Community Resources, Inc. that CannAssist will continue to contribute to and/or participate in will include: (a) annual holiday toy drive, (b) annual ‘adopt-a-family’ holiday wish list, and (c) sponsorship of its annual fundraising dinner.
- 3. The following metrics will be tracked to assess CannAssist’s progress with this plan and the achievement of the goals stated herein:
 - a. Program A:
 - i. Develop partnerships with local organizations to ensure that residents of Greater Worcester are informed about and have access to employment opportunities in the adult-use cannabis industry, including the hosting of certain adult-use cannabis industry job fairs, either directly by CannAssist or in partnership with local organizations such as New Hope, Inc. in Worcester.
 - ii. Metrics: 1) number of employment advertisements placed in the *Telegram & Gazette*; 2) number of job applications received as a result of such advertisements; 3) number of job fairs hosted/co-hosted by CannAssist in the City of Worcester; 4) number of attendees at each job fair; 4) number of job applications submitted as a result of such job fair; and 5) number of qualified job applicants residing in Worcester and employed by CannAssist.
 - b. Program B:
 - i. Provide annual monetary and in-kind donations to identified non-profits and charities, including Family and Community Resources, Inc., which provides program and services to individuals and families whose lives are impacted by trauma including violence at home, school or in their community.
 - ii. Metrics: 1) amount of monetary contributions provided to Family and Community Resources, Inc.; and 2) descriptions of in-kind donations made to the identified local organizations (e.g., gifts donated through toy drives or through sponsor-a-local family holiday giving drives hosted by the local organization).
- 4. Annual Assessment and Acknowledgements
 - a. CannAssist will assess the performance of this plan annually and will report on its positive impact efforts and the identified metrics above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR

500.103(4)(a).

- b. CannAssist further acknowledges the following regarding the implementation of this plan:
 - i. All specifically named organizations in this plan have been contacted and have agreed to receive the contemplated monetary and/or in-kind donations discussed herein or have agreed to partner with CannAssist to implement the identified goals and programs stated herein, as applicable.
 - ii. In carrying out this plan, CannAssist will adhere to the requirements concerning prohibited advertising, branding, marketing, and sponsorship practices of every marijuana establishment in accordance with 935 CMR 500.105(4).
 - iii. Any actions taken, or programs instituted by CannAssist in connection with this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



William Francis Galvin
Secretary of the
Commonwealth

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

May 25, 2018

TO WHOM IT MAY CONCERN:

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

CANNASSIST, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 1, 2017**.

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

I also certify that the names of all managers listed in the most recent filing are:
JONATHAN RICHARD NAPOLI

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JONATHAN RICHARD NAPOLI**



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



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

mass.gov/dor

Letter ID: L1692830848
Notice Date: June 20, 2018
Case ID: 0-000-466-341



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

0900000



BOSTON GARDENER 2131 WASHINGTON ST
BOSTON, MA 02119
CANNASSIST, LLC
FL C1
BOSTON GARDENER 2131 WASHINGTON ST
BOSTON MA 02119-2086

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



The Commonwealth of Massachusetts 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

Special Filing Instructions

Note that this certificate of organization was originally filed on December 13, 2016.

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0012515001. The exact name of the limited liability company is: CANNASSIST, LLC

2a. Location of its principal office:

No. and Street: 2131 WASHINGTON STREET
City or Town: BOSTON State: MA Zip: 02119 Country: USA

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

No. and Street: 2131 WASHINGTON STREET
City or Town: BOSTON State: MA Zip: 02119 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:

BUSINESS CONSULTING AND MANAGEMENT SERVICES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JONATHAN NAPOLI
No. and Street: 10 WILLIAMS STREET
APT 41
City or Town: ROXBURY State: MA Zip: 02119 Country: USA

I, JONATHAN NAPOLI 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

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	JONATHAN RICHARD NAPOLI	2131 WASHINGTON STREET

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	JONATHAN RICHARD NAPOLI	2131 WASHINGTON STREET BOSTON, MA 02119 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 1 Day of May, 2017,
JONATHAN NAPOLI

(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:

May 01, 2017 09:54 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

**OPERATING AGREEMENT
OF
CannAssist, LLC**

This Operating Agreement (the "**Agreement**") of CannAssist, LLC (the "**Company**"), effective as of [DATE] (the "**Effective Date**"), is entered into by and between the Company and Jonathan Napoli as the single member of the Company (the "**Member**").

WHEREAS, the Company was formed as a limited liability company on May 1, 2017 by filing a certificate of organization ("**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Company Act, as amended from time to time (the "**MLLCA**"); and

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

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

1. **Name.** The name of the Company is CannAssist, LLC.

2. **General Character.** The general character of the business of the Company is to engage in cultivation, manufacturing, and processing, and to engage in any activities directly or indirectly related or incidental thereto.

3. **Powers.** The Company shall have all the powers necessary or convenient to carry out the purposes for which it is organized, including the powers granted by the MLLCA.

4. **Records Address.** The address of the office in the Commonwealth at which the Company will maintain its records as required by the MLLCA shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this address by making the appropriate filing with the Secretary of the Commonwealth.

5. **Resident Agent.** The name and street address of the Company's resident agent in the Commonwealth of Massachusetts shall be as set forth in the Certificate of Organization or subsequent filing with the Secretary of the Commonwealth. The Company may at any time change this information by making the appropriate filing with the Secretary of the Commonwealth.

6. Members.

a. Initial Member. The Member owns 100% of the membership interests of the Company. The name and the business, residence, or mailing address of the Member is as follows:

Jonathan R. Napoli 10 Williams Street APT 41 Roxbury, MA 02119

b. Additional Members. One or more additional members may be admitted to the Company with the [written] consent of the Member. Prior to the admission of any such additional members to the Company, the Member shall amend this Agreement or adopt a new operating agreement to make such changes as the Member shall determine to reflect the fact that the Company shall have such additional members. Each additional member shall execute and deliver a supplement or counterpart to this Agreement, as necessary.

c. Certificates for Membership Interests. The Company will issue any certificates to evidence ownership of the membership interests.

7. Management.

a. Authority; Powers and Duties of the Member. The Member shall have exclusive and complete authority and discretion to manage the operations and affairs of the Company and to make all decisions regarding the business of the Company. Any action taken by the Member 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 Member as set forth in this Agreement. The Member shall have all rights and powers of a manager under the MLLCA, 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.

b. Election of Officers; Delegation of Authority. The Member may, from time to time, designate one or more officers with such titles as may be designated by the Member to act in the name of the Company with such authority as may be delegated to such officers by the Member (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 Member. 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.

8. Liability of Member; Indemnification.

a. Liability of Member. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the

debts, obligations and liabilities of the Company, and the Member shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member of the Company.

b. Indemnification. To the fullest extent permitted under the MLLCA, the Member (irrespective of the capacity in which it acts) shall be entitled to indemnification and advancement of expenses from the Company for and against any loss, damage, claim or expense (including attorneys' fees) whatsoever incurred by the Member relating to or arising out of any act or omission or alleged acts or omissions (whether or not constituting negligence or gross negligence) performed or omitted by the Member on behalf of the Company; provided, however, that any indemnity under this Section 8(b) shall be provided out of and to the extent of Company assets only, and neither the Member nor any other person shall have any personal liability on account thereof.

9. **Term**. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 13.

10. **Capital Contributions**. The Member hereby agrees to contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

11. Tax Status; Income and Deductions.

a. Tax Status. As long as the Company has only one member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

b. Income and Deductions. All items of income, gain, loss, deduction, and credit of the Company (including, without limitation, items not subject to federal or state income tax) shall be treated for federal and all relevant state income tax purposes as items of income, gain, loss, deduction, and credit of the Member.

12. **Distributions**. Distributions shall be made to the Member at the times and in the amounts determined by the Member.

13. Dissolution; Liquidation.


- a. The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.
- b. Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Member 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 Member under this Agreement shall continue.
- c. 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 liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.
- d. Upon the completion of the winding up of the Company, the Member shall file a certificate of cancellation in accordance with the MLLCA.

14. Miscellaneous.


- a. Amendments. Amendments to this Agreement may be made only with the written consent of the Member.
- b. Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.
- c. Severability. In the event that any provision of this Agreement shall be declared to be 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.
- d. No Third Party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any person other than the parties hereto, and their respective successors and permitted assigns, any rights, benefits or remedies of any nature whatsoever under or by reason of this Agreement.

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

MEMBER


Jonathan Napoli

CannAssist, LLC, a Massachusetts limited liability company

By 
Jonathan Napoli
Manager



CannAssist, LLC

PLAN FOR OBTAINING LIABILITY INSURANCE

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



CannAssist, LLC

CannAssist, LLC

Business Plan

Revised January 22, 2019

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

CannAssist, LLC (“**CannAssist**”) is a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older. CannAssist, LLC plans to be one of the largest and highest quality cultivators and distributors of wholesale cannabis flower, oils, edible and topical products in Massachusetts who is comprised of several experienced operators in key production positions. The team is already made up of many Massachusetts registered agents who have years of experience working in the licensed medical marijuana market. We have growers, extractors, infusers, sales people, security and accountants who have all successfully operated as state agents here in Massachusetts.

1.2 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, CannAssist will offer a wide range of products and services that will allow CannAssist to serve customers with a wide variety of needs. Products CannAssist intends to offer include, but will not be limited to:

1. Dried cannabis
2. Cannabis oils
3. Edibles
4. Topical products

1.3 Customers

CannAssist will be wholesaling cannabis and cannabis products to other MEs, so their target customers include any licensed Adult Use Retail facility within Massachusetts.

1.4 What Drives Us

CannAssist’s goals include:

1. Providing employment and equity opportunities that reflect the diversity of the market;
2. Strive to provide work opportunities to economically-disadvantaged persons in communities disproportionately impacted by high rates of arrest and incarceration for marijuana offenses;
3. Demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted by high rates of arrest and incarceration for marijuana offenses;
4. Procedures and policies which promote cooperation with the Massachusetts Cannabis Control Commission “(the **Commission**)” and encourage full participation in the regulated marijuana industry by businesses of all sizes; and
5. Exceed energy efficiency standard by using solar technologies, LED lights, recapturing condensation and other eco-friendly methods.

2. COMPANY DESCRIPTION

2.1 Structure

CannAssist is a Massachusetts domestic Limited Liability Company interested in applying for one or more Marijuana Establishment Licenses from the Commission to operate a ME in the Commonwealth.

CannAssist will file, in a form and manner specified by the Commission, an application for licensure as a ME consisting of three packets: An Application of Intent packet; a Background Check packet; and a Management and Operations Profile packet.

2.2 Operations

CannAssist intends to apply for a Marijuana Cultivator and Marijuana Product Manufacturer license and will be located in Leicester, MA and has leased a facility.

The facility is well positioned and matches the ideal picture of a community cultivation and processing facility. The business will be launching with just one outlet in Leicester but has plans to open other outlets in key locations in Massachusetts.

The facility encompasses a total of 90,000 square feet, dedicated to cultivation and supporting cultivation efforts.

CannAssist will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana, conduct a monthly inventory of marijuana in the process of cultivation and 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.

CannAssist will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

CannAssist 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. Records will be maintained for at least 12 months.

CannAssist 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.

CannAssist 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.

CannAssist 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, CannAssist 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 CannAssist.

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

2.3 Security

CannAssist 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.

CannAssist'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 Leicester Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the Marijuana Establishment and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only CannAssist'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 CannAssist will maintain a current list of individuals with access.

On-site consumption of marijuana by CannAssist’s employees and visitors will be prohibited.

CannAssist will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

CannAssist looks forward to working cooperatively with the Town of Leicester (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 53% of the vote) to ensure that CannAssist operates as a responsible, contributing member of the Leicester community.

CannAssist has already attended several meetings with various municipal officials and boards to discuss CannAssist’s plans for a proposed Marijuana Cultivator and Product Manufacturer facility and has executed a Host Community Agreement with Leicester.

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As required by Leicester’s Zoning By-Laws, CannAssist will apply for a Special Permit and Site Plan Approval, as applicable, from Leicester’s Planning Board and CannAssist has retained legal counsel to assist with ongoing compliance with local zoning requirements.

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3.2 Customers

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Further, the entire land mass of New England and New York is roughly the same size in square miles as Colorado, but with more than 5 times the population density. We believe that the Massachusetts tourism industry will significantly inflate the addressable market and that retail demand for legal cannabis will greatly outstrip wholesale supply in the early years following legalization. We are poised to be a key supplier to balance the supply/demand dichotomy that is sure to exist following the opening of the legal cannabis markets in Massachusetts.

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CannAssist's competitors include any license wholesaling cannabis and cannabis products, but especially Cultivate Holdings located in Leicester and Curaleaf in Oxford.

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CannAssist's competitive advantages over their competition include an experienced staff with experience growing and producing top quality, compliant cannabis products for patients in Massachusetts using state of the art lighting, irrigation controls, air purifying equipment and an integrated pest management system that which have been developed over a period of many years.

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4.1 Product & Service

CannAssist products can be ingested in a variety of ways, including smoking, vaporizing, and consumption in the form of oil, edibles or topical products.

CannAssist will have access to a wide variety of strains of cannabis which will allow us to offer the most varied and complete menu of products available in Massachusetts.

CannAssist plans to sell numerous strain varieties of cannabis in three main product lines: dried cannabis, cannabis oils, and infused products.

CannAssist chooses cannabis strains based on desirable traits such as hardiness, cannabinoid and terpene profiles, yield, resistance to pest and molds, etc. The packaging of our dried cannabis products also discloses the percentages of THC and CBD contained in the product, to provide our wholesale and ultimately their retail customers with a better understanding of the product being purchased.

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CannAssist’s cannabis oil extraction process will result in cannabis oil products which are superior to those manufactured using conventional extraction processes, including those using solvents such as butane or ethanol. Our extraction process uses proprietary know-how featuring unique equipment design and specifications, as well as food-grade carbon dioxide, which protects the cannabinoids from in-process oxidation and protects the terpenes from the negative effects of decarboxylation (which occurs when compressed gases are used in conventional extraction processes). We believe that terpenes work synergistically with properly preserved cannabinoids and are therefore an essential component of our cannabis-based pharmaceutical products. In light of this, our extraction process has been designed to preserve up to 95% of terpenes and to enable us to extract an average of approximately 85% of the available cannabinoids in a single-stage pass.

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have over 25 strain varieties of dried cannabis in regular rotation. Each strain variety will be designed with particular characteristics in mind and will be unique in regard to its cannabinoid and terpene profile, and the ratio between these active compounds.

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2. Intelligent, targeted, and compliant marketing programs;
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CannAssist plans to help supply the new adult use cannabis stores across the state with top quality, compliant products that satisfy the needs of the cannabis consumer. We have an experienced director of sales and have already developed relationships with existing and soon to be open licensed retail stores. In addition, founder Jon Napoli, has formed numbers relationship with companies planning to open dispensaries and adult use stores through his ownership of the Hempest. For over 20 years people who have had interest in the Cannabis industry have known the Hempest brand, which has helped to solidify these key relationships with distributors.

Our sales team will help train and educate retail staff on how to best use and sell our product line. Any marketing will be directed to adults only.

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

5.4 Logo

CannAssist 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:



6. FINANCIAL PROJECTIONS

To date, CannAssist has adopted an Operating Agreement amongst its founding member(s) and engaged architects and engineers to begin drawings and design of the Leicester Facility.

It is projected that the total project will require approximately \$21,000,000 to become fully-operational at the Marijuana Establishment facility in Leicester. CannAssist is actively pursuing financing and investment opportunities with third parties to raise sufficient capital for project completion.

Total Capital Raise	\$21,000,000
Construction Cost / Square Foot	\$200
Cultivation Build-Out	\$6,250,000
Equipment	\$8,000,000
Professional Fees	\$1,000,000
Permits / Licenses / Applications	\$250,000
Software / Monitoring Systems / Environmental Controls	\$500,000
Other (Insurance, Office, Production Start-Up Expenses)	\$1,000,000
Total Build-Out Estimate	\$16,000,000
Working Capital	\$1,000,000

7. TEAM

7.1 General

CannAssist has put together a team to implement the operations of the ME. CannAssist intends to create approximately 140 full-time staff positions within the first three years of operations in Leicester comprised of the following:

<u>Position</u>	
Administration	
Delivery	
Accountant/ office	
Extraction	20
It Manager	
Kitchen	
Growers	40
Trimers and packaging	60
Security	
Total FTE's	<u>141</u>

No individual on the CannAssist team is a controlling person with over more than three licenses in a particular class of license.

7.2 Head of Security & Head of Cultivation

Head of Cultivation: The Head of Cultivation is responsible for all daily operations and maintenance of the Cultivation Facility. The Head of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Be responsible for supervision and training of agents;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with the Greenhouse Technician to promote successful operations in the Cultivation Facility;
- Program and monitor the Environmental Control System (DDC);
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation; and
- Provide pesticide recommendations and ensure Integrated Pest Management (IPM) Program is sufficient.

Head of Security: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for CannAssist, implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to CannAssist agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team – follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of the CannAssist facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the CannAssist facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, Head of Security, Head of Cultivation, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of CannAssist agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with the Leicester Police and Fire Department.

8. FINAL REMARKS

CannAssist has the experience and know-how to safely and efficiently produce high quality, consistent, laboratory-tested medical grade cannabis and derivatives. By focusing its operations on adult-use products, CannAssist hopes to bring its high quality standards to adult-use Consumers to provide them with a safe and clean community environment. To accomplish this, CannAssist will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. CannAssist's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025. CannAssist 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, research and development plans, and growth strategies. In doing so, CannAssist looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.



CannAssist, LLC

PROPOSED TIMELINE

CannAssist, LLC (“CannAssist”) projects that it will be ready to sell finished marijuana products from its Leicester facility to other Massachusetts licensed marijuana establishments as early as [Month, Year], based on the following operational timeline and milestones:

<u>Date</u>	<u>Event</u>
07/13/2018	Legal Interest in the Property Obtained
05/18/2018	Held Community Outreach Meeting
05/18/2018	Obtained Host Community Agreement
07/27/2018	Submitted Complete Application to Commission
10/02/2018	Received Site Plan Approval
08/01/2019	Received Provisional Cultivation and Product Manufacturer Licenses from Commission
09/09/2019	Received Municipal Building Permit
03/2021	Complete Facility Build Out/ Renovation
03/2021	Receive Certificate of Occupancy
04/2021	Security Monitoring Tested
04/2021	Commission Inspection of Facility
04/2021	Receive Final Licenses from Commission
04/2021	Commence Cultivation
05/2021	First Harvest
05/2021	Submission of Flower Samples to Independent Testing Laboratory
05/2021	Commence Sales to Other Marijuana Establishments



VANGARDEN CANNABIS, LLC

Business Plan

Revised November 15, 2021

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1. EXECUTIVE SUMMARY

1.1 Mission Statement and Message from the CEO

VanGarden Cannabis, LLC (“**VanGarden**”) is a Marijuana Establishment (“**ME**”) committed to creating a safe and clean community environment that provides consistent, high quality cannabis to consumers who are 21 years of age or older. VanGarden, LLC plans to be one of the largest and highest quality cultivators and distributors of wholesale cannabis flower, oils, edible and topical products in Massachusetts who is comprised of several experienced operators in key production positions. The team is already made up of many Massachusetts registered agents who have years of experience working in the licensed medical marijuana market. We have growers, extractors, infusers, sales people, security and accountants who have all successfully operated as state agents here in Massachusetts.

1.2 Product

In addition to traditional sativa, indica, and hybrid cannabis flower, VanGarden will offer a wide range of products and services that will allow VanGarden to serve customers with a wide variety of needs. Products VanGarden intends to offer include, but will not be limited to:

1. Dried cannabis
2. Cannabis oils
3. Edibles
4. Topical products

1.3 Customers

VanGarden will be wholesaling cannabis and cannabis products to other MEs, so their target customers include any licensed Adult Use Retail facility within Massachusetts.

1.4 What Drives Us

VanGarden’s goals include:

1. Providing employment and equity opportunities that reflect the diversity of the market;
2. Strive to provide work opportunities to economically-disadvantaged persons in communities disproportionately impacted by high rates of arrest and incarceration for marijuana offenses;
3. Demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted by high rates of arrest and incarceration for marijuana offenses;
4. Procedures and policies which promote cooperation with the Massachusetts Cannabis Control Commission “(the **Commission**)” and encourage full participation in the regulated marijuana industry by businesses of all sizes; and
5. Exceed energy efficiency standard by using solar technologies, LED lights, recapturing condensation and other eco-friendly methods.

2. COMPANY DESCRIPTION

2.1 Structure

VanGarden is a Massachusetts domestic Limited Liability Company interested in applying for one or more Marijuana Establishment Licenses from the Commission to operate a ME in the Commonwealth.

2.2 Operations

VanGarden has applied for a Marijuana Cultivator and Marijuana Product Manufacturer license and is located in Leicester, MA at a leased facility.

The facility is well positioned and matches the ideal picture of a community cultivation and processing facility. The business will be launching with just one outlet in Leicester but has plans to open other outlets in key locations in Massachusetts.

The facility encompasses a total of 90,000 square feet, dedicated to cultivation and supporting cultivation efforts.

VanGarden will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana, conduct a monthly inventory of marijuana in the process of cultivation and 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.

VanGarden will tag and track all marijuana seeds, clones, plants, and marijuana products using a seed-to-sale methodology in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed that is not tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

VanGarden 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. Records will be maintained in accordance with 935 CMR 500.105(9).

VanGarden 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.

VanGarden will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in

accordance with applicable provisions of 935 CMR 500.105(11) 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.

VanGarden will demonstrate consideration of the factors for Energy Efficiency and Conservation outlined in 935 CMR 500.105(15) and 935 CMR 500.120(11) as part of its operating plan and application for licensure.

Prior to commencing operations, VanGarden 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 VanGarden.

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

2.3 Security

VanGarden 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.

VanGarden'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 Leicester Police Department. These surveillance cameras will remain operational even in the event of a power outage.

The exterior of the Marijuana Establishment and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

Only VanGarden'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 VanGarden will maintain a

current list of individuals with access.

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

VanGarden will have security personnel on-site during business hours.

2.4 Benefits to the Municipality

VanGarden looks forward to working cooperatively with the Town of Leicester (which approved 2016 Ballot Question 4 legalizing adult use marijuana with 53% of the vote) to ensure that VanGarden operates as a responsible, contributing member of the Leicester community.

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Our sales team will help train and educate retail staff on how to best use and sell our product line. Any marketing will be directed to adults only.

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

5.4 Logo

VanGarden 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:



6. TEAM

6.1 General

VanGarden has put together a team to implement the operations of the ME. VanGarden intends to create approximately 85 full-time staff positions within the first three years of operations in Leicester comprised of the following:

Position

Job Title	FTE Count
Chief Executive Officer	1
Chief Operating Officer	1
Chief Process Officer	1
Controller	1
Head of Product Manufacturing	1
Head of Nursery & R&D	1
Head of Cultivation	1
Head of Security	1
Head of IT	1
Head of Wholesale Sales	1
Product Manufacturing Tech	20
Packaging Tech	3
Cultivation Tech	40
Cleaning Tech	3
Delivery Tech	2
Security Tech	2
Equipment & Facilities Manager	2
HR Manager	1
Security Manager	1
Office Manager	1
Total	85

No individual on the VanGarden team is a controlling person with more than three licenses in a particular class of license.

VanGarden will utilize the following positions in order to operate the facility:

Cultivation Tech: Cultivation technicians are responsible for performing routine tasks in all cultivation areas (mother, clone, veg, flower) according to documented SOP's. Detailed responsibilities include but are not limited to:

- Perform cloning, transplanting, feeding plants, defoliation, cropping, topping, flushing, foliage and preventative sprays, waste disposal, inspecting crops, and inventory management.
- Follow Integrated Pest Management strategies and procedures.

- Continuously clean, sanitize, and organize your work space and machinery

Product Manufacturing Tech: Product manufacturing technicians are responsible for performing routine tasks in all product manufacturing areas according to documented SOP's. Detailed responsibilities include but are not limited to:

- Safe and responsible handling of specialized product manufacturing equipment (softgels, chocolate, vaporizer cartridges)
- Maintaining the highest standards of hygiene and food safety practices
- Follow Integrated Pest Management strategies and procedures.
- Continuously clean, sanitize, and organize your work space and machinery

Packaging Tech: Packaging technicians are responsible for performing routine tasks in all packaging areas -- including moving cannabis material from product manufacturing areas and drying rooms when appropriate -- according to documented SOP's. Detailed responsibilities include but are not limited to:

- Vigilant attention to detail and matching of of SKU's data and external packaging information
- Safe & effective handling of product to ensure product continuity and continuity for our customers
- Effective organization of all packaged goods for transfer into MIP and/or Flower Vaults

Cleaning Tech: Cleaning Technicians are responsible for performing routine tasks in all cleaning areas according to documented SOP's. Detailed responsibilities include but are not limited to:

- Maintaining cleanliness of common areas and workstations
- Laundering employee apparel
- Cleaning and sanitization of special equipment (e.g. trays) used in cultivation and product manufacturing

Delivery Tech: Delivery Technicians are responsible for performing routine tasks associated with pickup and delivery of Vangarden product to our customers. Delivery technicians will have limited access to the facility. Detailed responsibilities include but are not limited to:

- Maintain all security protocols in transport of Vangarden product
- Vigilant attention to detail and matching of shipping orders and receipts
- Safe driving practices
- Courteous and professional interactions with customers
- Proper digital and physical record keeping of including delivery receipts

Security Tech: Security Technicians monitor the state-of-the-art security systems including alarms, video surveillance, and motion detectors. Security Technicians are responsible for ensuring that only authorized individuals are permitted access to the Vangarden facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat which jeopardizes registered patients, caregivers, authorized visitors, and Vangarden agents
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Head of Security
- Oversee the entrance to the facility and verify credentials of each person seeking access to the

Vangarden facility

- Answer routine inquiries
- Log entries, and maintain visitor log
- Escort authorized visitors in restricted access areas
- Escort Vangarden agents from the facility during non-business hours
- Perform security checks at designated intervals

Head of Security: Under the supervision of the Chief Executive Officer, the Head of Security is responsible for the development and overall management of the Security Policies and Procedures for Vangarden, while implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Provide general training to Vangarden agents during new hire orientation or re-current trainings throughout the year
- Provide training specific for Security Techs prior to the Security Agent commencing job functions
- Review and approve incident reports and other reports written by Security Techs prior to submitting to the executive management team-follow up with security agent if needed
- Maintain lists of all agents authorized to access designated areas of the Vangarden facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of the Vangarden facility
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Vangarden agents and assets
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions
- Maintain all security-related records, incident reports and other reports written by security agents
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times
- Maintain frequent contact with local law enforcement and municipal authorities. Be on call or assign a competent individual to be on call in case of any technical failure or critical need

Security Manager: Under the supervision of the Head of Security, the Security Manager is a second in command in the security department, responsible for proper execution of all Security Policies and Procedures for Vangarden, while assisting the Head of Security with implementing, administering, and revising the policies as needed. In addition, the Head of Security will perform the following duties:

- Assist the Head of Security in overseeing, training, and directing all Security Techs
- Perform routine audits of all records, logs, and reports to ensure proper documentation
- Ensure proper execution of Security SOP's
- Perform security tech duties as needed

Head of IT: Under supervision of the Chief Executive Officer, the Head of IT will ensure security, compliance, and effectiveness of all technology related to in-facility and driver location tracking, surveillance, data storage, core operations staffs' mobile devices, and generally design, document, and administer effective product and data security systems. In addition, the Head of IT will perform the following duties:

- Establish and document the Vangarden IT infrastructure, SOP's and company policies
- Administer all company policies
- Collaborate with Vangarden's COO, CPO, and department heads to ensure proper functioning of and training on specialized equipment
- Be on call or assign a competent individual to be on call in case of any technical failure or critical need

Head of Nursery & R&D: Under the supervision of the Chief Executive Officer, this role will be responsible for creating and documenting safe, effective, and compliant SOP's for core operations staff within the Mother, Clone, and R&D areas of the facility. Detailed responsibilities include but are not limited to:

- Create detailed SOP's for core operations staff to perform all procedures that occur within the above areas
- Perform all tasks which are either too complex or risky for core operations staff to perform in the above areas
- Devise and monitor all relevant performance metrics for the above work areas
- Collaborate with the CPO, CEO, and other department heads to ensure safe, effective and compliant workflows within the above areas

Head of Cultivation: Under the supervision of the Chief Executive Officer, this role will be responsible for creating and documenting safe, effective, and compliant SOP's for core operations staff within all Cultivation areas of the facility, including drying and curing rooms. Detailed responsibilities include but are not limited to:

- Create detailed SOP's for core operations staff to perform all procedures that occur within the above areas
- Perform all tasks which are either too complex or risky for core operations staff to perform in the above areas
- Delegate relevant tasks to the Head of Nursery & R&D
- Devise and monitor all relevant performance metrics for the above work areas
- Collaborate with the CPO, CEO, and other department heads to ensure safe, effective and compliant workflows within the above areas

Head of Product Manufacturing: Under the supervision of the Chief Executive Officer, this role will be responsible for creating and documenting safe, effective, and compliant SOP's for core operations staff within the Product Manufacturing and Packaging areas of the facility, including MIP & Flower Vaults. Detailed responsibilities include but are not limited to:

- Create detailed SOP's for core operations staff to perform all procedures that occur within the above areas
- Perform all tasks which are either too complex or risky for core operations staff to perform in the above areas
- Devise and monitor all relevant performance metrics for the above work areas
- Collaborate with the CPO, CEO, and other department heads to ensure safe, effective and compliant workflows within the above areas

Head of Wholesale Sales: Under the supervision of the Chief Executive Officer, this role will be

responsible for creating and documenting safe, effective, and compliant SOP's for core operations staff within the Wholesale Vault and Delivery areas of the facility. Detailed responsibilities include but are not limited to:

- Create detailed SOP's for core operations staff to perform all procedures that occur within the above areas
- Perform all tasks which are either too complex or risky for core operations staff to perform in the above areas
- Devise and monitor all relevant performance metrics for the above work areas
- Collaborate with the CPO, CEO, and other department heads to ensure safe, effective and compliant workflows within the above areas

Controller: Under the supervision of the Chief Executive Officer, and in collaboration with department heads, this role will be responsible for ensuring compliant, effective, and responsible financial activity of each department. Detailed responsibilities include but are not limited to:

- Create clear, detailed policies financial policies and procedures for all staff to abide by
- Manage all internal accounting and external audits
- Maintain clear and accurate financial records in compliance with all regulating bodies

Chief Process Officer: Under the supervision of the Chief Executive Officer, this role will be responsible for organization design, strategic HR, Detailed responsibilities include but are not limited to:

- In conjunction with the CEO, design and train all staff including leaders on all novel, company-wide workflows and programs, including our proprietary operations software
- Design and administer all hiring, onboarding, performance management, and termination procedures
- Design and administer the Vangarden Diversity Plan
- Design and administer the Vangarden Continuous Innovation Plan
- Design and administer the Vangarden Leader Onboarding Program

Equipment & Facilities Manager: Under the direct supervision of the Chief Executive Officer, this role is responsible for the safe and effective construction, installation, and storage, and safe and compliant use of facility equipment and infrastructure including racks, lights, fans, lifts, HVAC, floor cleaners, etc. Detailed responsibilities include but are not limited to:

- Building, hauling, installation, and other manual labor
- Safe operation of equipment including lifts, floor cleaners, etc.
- Documentation of safe & complaint SOP's

Office Manager: Under the direct supervision of the Chief Executive Officer, this role is responsible for the effective management of all operational and administrative inventories (e.g. task-based consumables, office supplies, and equipment), and related record keeping. Detailed responsibilities include but are not limited to:

- Compliant & efficient shipping & receiving procedures & record keeping
- Compliant & efficient inventory management procedures & record keeping
- Assisting executives and department heads as opportunities arise

HR Generalist: Under the direct supervision of the Chief Process Officer, this role is responsible for day to day HR administration and personnel issues across the **full** range of HR functions.

Detailed responsibilities include but are not limited to:

- Payroll and benefits administration
- Recruiting, hiring, and onboarding activities
- Performance management, discipline, and termination activities
- Assist the CPO in all efforts of state and federal compliance regarding all labor laws

7. FINAL REMARKS

VanGarden has the experience and know-how to safely and efficiently produce high quality, consistent, laboratory-tested medical grade cannabis and derivatives. By focusing its operations on adult-use products, VanGarden hopes to bring its high-quality standards to adult-use Consumers to provide them with a safe and clean community environment. To accomplish this, VanGarden will leverage existing protocols and standard operating procedures to control, review, test, and track inventory, consistent with regulations set forth by the Commission. VanGarden's state-of-the-art security systems and contracted professional security and alarm companies, along with other comprehensive security measures will also help ensure a safe and secure environment for both Consumers and staff and will help deter and prevent diversion.

In Massachusetts, cannabis-related sales are expected to increase from \$106 million in 2017 to \$457 million in 2018, and eventually to \$1.4 billion in 2025. VanGarden 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, research and development plans, and growth strategies. In doing so, VanGarden looks forward to working cooperatively with all the municipalities in which it is operating to help spread the benefits this market will yield.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/10/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C&S Insurance Agency, Inc. 190 Chauncy Street Mansfield MA 02324	CONTACT NAME: Anna Seymour PHONE (A/C, No. Ext): (508) 697-6963 E-MAIL ADDRESS: anna@candsins.com FAX (A/C, No): (508) 697-5809																					
INSURED CannAssist LLC 88 Huntoon Memorial Hwy Leicester MA 01524	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Evanston Ins Co</td><td></td></tr><tr><td>INSURER B:</td><td>Maine Employers' Mutual Ins Co (MEMIC)</td><td>11149</td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Evanston Ins Co		INSURER B:	Maine Employers' Mutual Ins Co (MEMIC)	11149	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES**CERTIFICATE NUMBER:** Master GL/WC 21-22**REVISION NUMBER:**


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			MKLV1PBC000874	03/19/2020	06/19/2021	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$ Included
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						PERSONAL & ADV INJURY \$ 2,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 4,000,000
	<input type="checkbox"/> ANY AUTO						PRODUCTS - COMP/OP AGG \$ 4,000,000
	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS					Damage to Rented \$ 100,000
	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					BODILY INJURY (Per person) \$
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					BODILY INJURY (Per accident) \$
	DED RETENTION \$						PROPERTY DAMAGE (Per accident) \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			310 2808274	04/16/2021	04/16/2022	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y / N					<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N	N / A				E.L. EACH ACCIDENT \$ 500,000
							E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location: 88 Huntoon Memorial Hwy, Leicester, MA

CERTIFICATE HOLDER**CANCELLATION**

Cannabis Control Commission Union Station, 2 Washington Sq Worcester MA 01604	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ENERGY COMPLIANCE PLAN

VanGarden Cannabis, LLC (“VanGarden”) shall implement policies and procedures at its proposed marijuana cultivation and product manufacturing establishment in Leicester, MA which promote energy efficiency and conservation in accordance with 935 CMR 500.105(15). VanGarden is engaging BLW Engineers, Inc. (“BLW”) to assist with the design and build-out of its cultivation and product manufacturing facility to ensure it meets applicable energy efficiency standards.

VanGarden will collaborate with BLW in the planning and development of the facility to identify potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and plan for implementation of such opportunities. VanGarden and BLW will (i) identify ways to monitor energy consumption at the facility and make adjustments to operations based on energy use data, and (ii) establish procedures for identifying energy saving opportunities as part of any facility upgrades, renovations, or expansions, or when equipment fails and needs to be replaced.

VanGarden and BLW will consider 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. VanGarden will regularly, and no less frequently than annually, evaluate renewable energy options for its facility. VanGarden will establish procedures for identifying renewable or alternative energy opportunities as part of any facility upgrades, renovations, or expansion, or when equipment fails and needs to be replaced.

VanGarden and BLW will also work together to identify strategies to reduce electric demand (such as lighting schedules, active load management and energy storage). VanGarden and BLW will identify ways to monitor energy demand at the facility and make adjustments to operations based on energy use data, and will explore opportunities for participation in load curtailment, energy storage, or other active demand management, as applicable. VanGarden and BLW will review and consider engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants. VanGarden will monitor and assess applicable energy efficiency programs, opportunities and incentives following completion of the Leicester facility. VanGarden will maintain operating manuals and procedures for all equipment and regularly evaluate equipment for proper maintenance, calibration, and operation. VanGarden will consider energy efficiency in making fleet decisions for transportation and delivery operations.



QUALITY CONTROL AND TESTING

VanGarden Cannabis, LLC (“VanGarden”) will contract with one (1) or more Independent Testing Laboratories for the testing of all marijuana and marijuana products (including finished marijuana flower, cannabis resins, cannabis concentrates, and infused/edible products) and will ensure that such products meet applicable quality standards prior to any sales for adult use to other marijuana establishments, as required by 935 CMR 500.160.

All environmental media used to cultivate marijuana (e.g., soils, water) shall be tested in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*, as published by the Cannabis Control Commission (“the Commission”). All marijuana and marijuana products shall be tested for cannabinoid profile and contaminants in compliance with the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers, and Colocated Marijuana Operations*, as amended in March 2021, published by the Commission. Testing for contaminants will include but is not limited to mold, mildew, heavy metals, plant-growth regulators, and presence of non-organic pesticides.

VanGarden’s contracted Independent Testing Laboratory will be registered with the Commission and have appropriate accreditation or certification as applicable. No executive of VanGarden shall have a financial or other interest in an Independent Testing Laboratory and no employee of an Independent Testing Laboratory providing testing services to VanGarden shall receive any direct or indirect compensation from VanGarden. All transportation of marijuana to and from an Independent Testing Laboratory shall comply with the requirements under 935 CMR 500.105(13).

VanGarden will reanalyze, remediate, or dispose of any affected marijuana or marijuana product in accordance with 935 CMR 500.160(13) if notified that it has failed contaminant testing. In the event laboratory testing results indicate unacceptable contaminant levels, all marijuana or marijuana products from the same batch number as the contaminated sample(s) will be promptly removed from the applicable cultivation or storage area and transferred to the disposal room. Testing results will be reported in VanGarden’s inventory tracking software and inventory levels adjusted accordingly. VanGarden management and cultivation staff will review the results and other relevant records to the cultivation and processing of the affected batch(es) to assess the source of potential contaminants and implement appropriate remediation. VanGarden shall report unacceptable testing results that cannot be remedied to the Commission within seventy-two (72) hours. VanGarden shall retain all testing results for a period of no less than one (1) year. VanGarden will retest any marijuana or marijuana product with a testing date in excess of one (1) year.

Quality Control

VanGarden will comply with the following sanitary requirements:

1. Any VanGarden agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any VanGarden 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. VanGarden'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 VanGarden'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. VanGarden's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. VanGarden 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. VanGarden's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. VanGarden's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. VanGarden's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. VanGarden 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 U.S. Environmental Protection Agency (EPA), in accordance

with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. VanGarden will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. VanGarden's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from the marijuana establishment. There will be no cross-connections between the potable and waste water lines;
13. VanGarden will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. VanGarden 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. VanGarden 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.

Any VanGarden 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). Refer to VanGarden's Transportation Policy.

VanGarden will ensure that VanGarden's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements. Refer to VanGarden's Sanitary Requirements Policy.

VanGarden 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 VanGarden to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety. Refer to VanGarden's Marijuana Product Recalls Policy.

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. Refer to VanGarden's Waste Disposal Policy.

VanGarden will process marijuana in a safe and sanitary manner. VanGarden will process the leaves and flowers of the female marijuana plant only, which will be:

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State Sanitary Code Chapter X – Minimum Sanitation Standards for Food Establishments*.

Testing

VanGarden 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. Testing of VanGarden's marijuana products will be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers, and Colocated Marijuana Operations*, as amended in March 2021, published by the Commission. Testing of VanGarden'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.

VanGarden's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the Commission protocols identified in 935 CMR 500.160(1) include notifying the Commission within seventy-two (72) hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

VanGarden 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 (1) year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of VanGarden'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 VanGarden for disposal or by the Independent Testing Laboratory disposing of it directly.



PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

VanGarden Cannabis, LLC (“VanGarden”) will maintain all personnel policies and procedures in an employee handbook. These policies will address a wide variety of topics including information on employee benefits, vacation and sick time, work schedules, confidentiality, criminal background checks, security, employee identification and facility access, personal safety and crime prevention techniques, alcohol, drug and smoke-free workplace, and grounds for discipline and termination, including grounds for immediate dismissal. The VanGarden Employee Handbook will also contain a code of ethics, whistleblower policy, and policy notifying persons with disabilities of their rights under state and federal law, their right to protection from discrimination, and their right to reasonable accommodations. Each employee will be required to review the handbook and attest to their understanding of VanGarden’s personnel policies and procedures. VanGarden will review its employee handbook periodically and communicate any changes to its employees.

VanGarden will also maintain a personnel record for each Marijuana Establishment Agent which will be maintained for at least twelve (12) months after termination of the individual’s affiliation with VanGarden. The personnel record will include all of the information required under 935 CMR 500.105(9)(d), including job descriptions, references, documentation of orientation and training, performance evaluations and record of any disciplinary action.

Job Descriptions

Director of Security: Under the supervision of the Chief Executive Officer, the Director of Security will be responsible for the development and overall management of the Security Policies and Procedures for VanGarden, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to VanGarden agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with Security Agent if needed;
- Maintain lists of agents authorized to access designated areas of the VanGarden facility, including product storage vaults, the surveillance and network equipment room, and other highly sensitive areas of the VanGarden facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of

- VanGarden agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

Security Agent: Security Agents will monitor VanGarden's security systems including alarms, video surveillance, and motion detectors. Security Agents will be responsible for ensuring that only authorized individuals are permitted access to the VanGarden facility by verifying appropriate ID cards and other forms of identification. In addition, Security Agents will perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and VanGarden agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the VanGarden facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort VanGarden agents from the facility during non-business hours and perform security checks at designated intervals.

Inventory Manager: The Inventory Manager will be responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The Inventory Manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties will include, but are not limited to:

- Implementing inventory controls to track and account for all inventory;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal, and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

Inventory Associate: Inventory Associates will support the Inventory Manager during day-to-day operations. Responsibilities will include, but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the inventory tracking software system;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring VanGarden's policies and procedures for waste disposal are adhered to.

Chief Process Officer: The Chief Process Officer at VanGarden will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for VanGarden, including hiring processes. The Chief Process Officer will:

- Oversee payroll;
- Oversee hiring and release of VanGarden agents;
- Review and revise VanGarden personnel policies and procedures in consultation with the executive management team and department managers;
- Develop training schedules and policies for VanGarden agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

Director of Cultivation: The Director of Cultivation will be responsible for all daily operations and maintenance of the Cultivation Facility. The Director of Cultivation will:

- Be responsible for implementing policies with the Cultivation Facility;
- Coordinate space assignments;
- Receive and review work requests;
- Coordinate repairs and maintenance;
- Supervise and train agents in an ongoing capacity;
- Provide mandatory training for new agents;
- Maintain a record of space allocations;
- Work with Cultivation Technicians to promote successful operations in the Cultivation Facility;
- Program and monitor the Direct Digital Control (DDC).
- Maintain a database of environmental controls and conditions;
- Adjust DDC for optimum efficiency of operation;
- Provide pesticide recommendations and ensure IPM Program is sufficient.

Cultivation Manager: The Cultivation Manager will supervise and participate in all aspects of daily Cultivation Facility tasks. The Cultivation Manager will operate under the supervision of the Director of Cultivation and will:

- Instruct Cultivation Technicians on operation procedures;
- Train and supervise Cultivation Technicians;
- Assist with the activities performed by all Cultivation Technicians;
- Instruct agents or apply pesticides with guidance from the Director of Cultivation;
- Perform routine maintenance;
- Maintain inventory of all cultivation supplies and order such supplies;
- Report daily to Director of Cultivation; and
- Coordinate with relevant staff regarding harvest schedules.

Cultivation Technician: Cultivation Technicians will be responsible for all daily tasks in their assigned areas within the Cultivation Facility. Cultivation Technicians will report directly to Cultivation Manager and/or Director of Cultivation. Responsibilities will include, but are not limited to:

- Irrigation;
- Pruning;
- Pesticide application;
- Potting/Re-potting;
- Propagation;
- Light construction; and
- Janitorial duties (i.e. cleaning, disinfecting, sterilizing).

Production Manager: The Production Manager will be responsible for all post-harvest handling of marijuana. The Production Manager will coordinate directly with the Cultivation Manager regarding harvest schedules. The Production Manager will report directly to the Director of Cultivation and be responsible for the following:

- Transitioning harvested plant material from cultivation rooms to the Trim Room where marijuana is trimmed via machine and manually;
- Overseeing Trim Technicians and delegates daily tasks to production agents;
- Ensuring quality control of finished marijuana flowers;
- Monitoring the status of the Dry Room and of marijuana flowers that are in the process of drying;
- Entering wet and dry weights of all product including flowers and trim into a POS Software system;
- Working with Cultivation Technicians to ensure prompt transfer of marijuana trim to relevant room within the Cultivation Facility;
- Overseeing bulk packaging and storing in dedicated vault; and
- Relaying information to the Inventory Manager for sales purposes.

Trim Technicians: Trim Technicians shall be responsible for post-harvest trimming of marijuana plants, both mechanical and manual. Trim Technicians will report directly to the Production Manager and are responsible for:

- Receiving daily tasks from the Production Manager;
- Assisting in the harvest of marijuana;
- Trimming marijuana plants;
- Maintaining a sterile environment in the Trim Room; and
- Cleaning and maintaining scissors and trim machines.

Production Manager: Will be responsible for production of all concentrates and marijuana products created by VanGarden. This will include, but is not limited to:

- Managing inventory and par-levels of all concentrate and marijuana products, including integration into the POS Software system;
- Creating raw Super Critical CO2 (SCCO2) concentrate;
- Creating distilled, high-purity concentrate for use in marijuana products and vaporizer cartridges;
- Creating all marijuana products;
- Organizing extraction schedule based on availability of cultivated material;
- Maintaining a rigid cleaning schedule that all lab agents must adhere to;
- Ensuring safety pursuant to established safety protocols;
- Coordinating facility repairs and maintenance;
- Supervising and training agents in an ongoing manner; and
- Providing mandatory training for new agents.

Lab/Production Assistant: Will be responsible for supporting the Production Manager during day-to-day operations. This will include, but is not limited to:

- Drying and grinding cultivated material in preparation for SCCO2 extraction;
- Unpacking and cleaning the SCCO2 extractor;
- Cleaning and sanitization of all lab glassware;
- Cleaning and sanitization of all kitchen cookware and utensils;
- Cleaning and sanitization of the distillation still;
- Routine scheduled maintenance of all equipment; and
- Assisting with packaging of all concentrate and marijuana products to be sold.

Agent Personnel Records

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

- All materials submitted to the Cannabis Control Commission ("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 other training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

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.

Staffing Plan and Business Hours

Hiring and Recruitment

VanGarden's Chief Process Officer will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. VanGarden's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- VanGarden's Diversity Plan and Community Initiatives;
- VanGarden's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

Standards of Conduct

VanGarden is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is VanGarden's mission to provide a professional workplace free from harassment and discrimination for employees. VanGarden will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to VanGarden's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;

- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at VanGarden employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on VanGarden facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

Workplace Attire

The required attire for registered agents at VanGarden varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

Business Hours for Marijuana Cultivator and Product Manufacturer Facility

Monday – Sunday 8:00am – 8:00pm

Overview of Personnel Policies and Procedures

Standard Employment Practices

VanGarden values the contributions of its management and staff positions. VanGarden will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

Advancement

The organization will be structured in a relatively flat manner, with promotional opportunities

within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

Written Policies

VanGarden's written policies will address, inter alia, the Family and Medical Leave Act (FMLA) and Paid Family and Medical Leave (PFML), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and a compliance hotline.

Investigations

VanGarden will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq. Refer to VanGarden's Incident Management Policy.

Designated Outside Counsel

VanGarden may retain counsel specializing in employment law to assist the Chief Process Officer with any issues and questions.

Job Status

Job Classifications

Positions at VanGarden are categorized by rank and by department. The executive management team oversees the overall success of the mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

Work Schedules

Work schedules will be either part-time, full-time, or salaried, depending on the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings and Community Service Days

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as housekeeping staff, may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the department manager. The department managers will provide agendas for all meetings and will report to their executive manager.

Breaks

Daily breaks, including lunch breaks, will comply with the laws of the Commonwealth.

Performance Reviews

Performance reviews will be conducted by executive or department managers. Reviews will be conducted at three (3)-month intervals for new employees during the first year and at six (6)-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

Leave Policies

VanGarden leave policies will comport with all state and federal statutes. All full-time employees will receive two (2) forty (40)-hour weeks of paid vacation per annum. Additional leave must be requested at least two (2) weeks in advance and approved by the employee's department manager. VanGarden will determine which holidays will be observed and which departments will have reduced hours and/or increased pay. Additional leave will not be paid and must be approved by the department manager, notwithstanding contrary PFML rights.

Disciplinary Policies

Purpose

VanGarden's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of VanGarden's discipline policy and procedure have been designed consistent with VanGarden's organizational values, best practices, and employment laws.

VanGarden reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on VanGarden's organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five (5) business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's

signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, VanGarden recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five (5) business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Chief Process Officer.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Chief Process Officer will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, VanGarden will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However,

VanGarden reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Chief Process Officer and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between VanGarden and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.

If the employee does not present this information during any of the step meetings, he or she will have five (5) business days after that meeting to present information.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination. Refer to VanGarden's Grounds for Immediate Dismissal of Agents Policy.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from VanGarden, his or her supervisor must contact the Chief Process Officer to schedule an exit interview, typically to take place on employee's last workday.

Types of Separation

1. Resignation

Resignation is a voluntary act initiated by the employee to end employment with VanGarden.

The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two (2) weeks, the employee will be ineligible for rehire. The resignation date must not fall on the day after a holiday.

2. Retirement

An employee who wishes to retire is required to notify his or her department director and the Chief Process Officer in writing at least one (1) month before planned retirement date. It is the practice of VanGarden to give special recognition to employees at the time of their retirement.

3. Job Abandonment

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays will be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager will notify the Chief Process Officer at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible for rehire.

4. Termination

Employees of VanGarden are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Chief Process Officer, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

Exit Interview

The separating employee will contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

Return of Property

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

Termination of Benefits

An employee separating from VanGarden is eligible to receive benefits as long as the appropriate

procedures are followed as stated above. Two (2) weeks' notice must be given, and the employee must work the full two (2) work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

Health Insurance

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

Rehire

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Chief Process Officer, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Chief Process Officer or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

Compensation

As an employer, VanGarden believes that it is in the best interest of both the organization and VanGarden's employees to fairly compensate its workforce for the value of the work provided. It is VanGarden's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

Selection Criteria

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at VanGarden, factored for general economic variances, and adjusted to reflect the local economic marketplace.

4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

Responsibilities

The executive management team will give final approval for the compensation system that will be used by VanGarden.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.
2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

Management Responsibility

1. The CEO is charged with ensuring that VanGarden is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget will include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment will be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO will ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two (2) years, and that pay equity adjustments are administered in a fair and equitable manner.

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for VanGarden will undergo a detailed background investigation prior to being granted access to a VanGarden facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for VanGarden pursuant to 935 CMR 500.100 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: *iCORI Registration* and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.

- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), VanGarden will consider:
 - All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of other jurisdictions.
 - 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.
 - Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.801: *Tables B through D* 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, VanGarden will:
 - 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.
 - 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, VanGarden will consider the following factors:
 - Time since the offense or incident;
 - Age of the subject at the time of the offense or incident;
 - Nature and specific circumstances of the offense or incident;
 - Sentence imposed and length, if any, of incarceration, if criminal;
 - Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - Relationship of offense or incident to nature of work to be performed;
 - Number of offenses or incidents;
 - Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - 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
 - Any other relevant information, including information submitted by the subject.
 - 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*.

- Upon adverse determination, VanGarden will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
 - After ten (10) business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by VanGarden along with any legal notices required.
- 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 deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- 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 VanGarden or the Commission.



RECORDKEEPING PROCEDURES

General Overview

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

VanGarden will retain applicable records for a period of time no less than required by law and in accordance with 935 CMR 500.105(9). Such records will include but are not limited to written operating procedures and inventory and seed-to-sale tracking, personnel, general business and financial, sales, and waste disposal records. VanGarden’s management team will be responsible for the proper retention, storage and disposal of records that VanGarden generates, maintains and/or receives in the course of doing business.

VanGarden will protect the security, privacy and confidentiality of records as required by law, contract, or regulatory body, including those records containing confidential information. This includes employee records containing such information. All records subject to confidentiality restrictions will be stored securely, whether electronically or in hard copy.

Recordkeeping

To ensure that VanGarden 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 VanGarden’s quarter-end closing procedures. In addition, VanGarden’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**: 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
- Cannabis Control Commission (“the 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 State Filings
- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic), will be maintained for at least ten (10) years, and at minimum include:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - Sales records including the quantity, form, and cost of marijuana products;
 - Salary and wages paid to each agent, and any stipend, executive compensation, bonus, benefit, or item of value paid to any persons with direct or indirect control over VanGarden.

- Personnel Records: At a minimum will include:
 - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
 - A personnel record for each marijuana establishment agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with VanGarden and will include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken; and
 - Notice of completed Responsible Vendor and other required training.
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures, including a code of ethics, whistle-blower policy, and policy notifying persons with disabilities of their rights; and
 - All background check reports obtained in accordance with M.G.L. c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: *Criminal Offender Record Information (CORI)*.
- Handling and Testing of Marijuana Records
 - VanGarden 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.
 - Inventory records will be retained indefinitely.

- Seed-to-Sale Tracking Records
 - VanGarden will use a tracking software system to maintain real-time inventory. The inventory reporting of the software system will meet the requirements specified by the Commission and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana 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.
 - Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
 - Inventory records will be retained indefinitely.
- Incident Reporting Records
 - Within ten (10) calendar days, VanGarden will provide written notice to the Commission of any incident described in 935 CMR 500.110(9)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by VanGarden for no less than one (1) year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
 - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
 - When marijuana or marijuana products are disposed of, VanGarden will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two (2) VanGarden agents present during the disposal or handling, with their signatures. VanGarden will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
 - A current list of authorized agents and service personnel that have access to the

surveillance room will be available to the Commission upon request.

- Twenty-four (24) hour recordings from all video cameras will be available for immediate viewing by the Commission upon request and will be retained for at least ninety (90) calendar days.
- Transportation Records
 - VanGarden will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Closure
 - In the event VanGarden closes, all records will be kept for at least two (2) years at VanGarden's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, VanGarden 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 VanGarden's operations will be maintained indefinitely, 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;
 - Agent security policies, including personal safety and crime prevention techniques;
 - A description of VanGarden'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 and waste disposal 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 dispensed;
 - 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 and other confidential records will be maintained;
- Policy for the immediate dismissal of any agent who has:
 - Diverted marijuana, which will be reported the law enforcement officials and to the Commission;
 - Engaged in unsafe practices with regard to VanGarden 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 jurisdiction.
- A list of all executives of VanGarden, and members, if any, will be made available upon request by any individual. In accordance with 935 CMR 500.105(1)(n), this requirement may be fulfilled by placing this information on VanGarden's website.
- Policies and procedures for the handling of cash on VanGarden premises including, but not limited to, storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than twenty-one (21) years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including, but not limited to, natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures for the promotion of workplace safety consistent with the

standards of the Occupational Safety and Health Act of 1970.

Record-Retention

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



DIVERSITY PLAN

Vangarden Cannabis, LLC holds provisional licenses to operate an adult-use cultivation and product manufacturing Marijuana Establishment in Leicester, MA. In accordance with the Cannabis Control Commission (the “Commission”) regulations at 935 CMR 500.101(1)(c)(8)(k), Vangarden has devised the following Diversity Plan (the “Plan”). This Plan specifically seeks to promote equity among people of color, particularly Black & African American, Latinx, and Indigenous people, as well as women, veterans, and individuals identifying as LGBTQ+ by including them in the operations, culture creation, and culture assessment of Vangarden’s Marijuana Establishment.

Plan Specifics

Vangarden has developed the following goals to promote equity among people of color, particularly Black, African American, Latinx, and Indigenous people, women, veterans, and individuals identifying as LGBTQ+:

- **Hiring Strategy:** Vangarden will conduct its job description writing, screening, and hiring processes according to fair, unbiased, research-backed methods that promote greater diversity and equity in the workplace. Specifically, our online applicant tracking system “Applied” has been shown to reduce unconscious bias in the screening and hiring process by anonymizing employee information and comparing answer to answer. Applied allows us to analyze the copy of our job descriptions to avoid a common mistake of deterring women with too many “masculine” coded words. Furthermore, we have collaborated with Applied’s experts in diverse hiring to construct a sift question prior to interviews which evaluates candidates based on equitable conduct.
- **Recruitment Strategy:** While the hiring strategy is specifically unbiased regarding identity demographics (not based on quotas), our recruitment channels will include outreach to micro-communities with demonstrably higher-than-average representation of minorities. As Vangarden ramps up its hiring efforts over the first 6 months of operations, we will experiment with outreach to 3-6 micro-communities and track the results of these recruitment channels.
 - For the purposes of average, we are using the following metrics as baselines. For a recruiting channel to be considered “diverse,” it must contain at least one demographic higher than the following averages:
 - Black or African American: [5.09% in Worcester County, MA](#)

- Asian: [5.08% in Worcester County, MA](#)
 - Latinx: [11.57 in Worcester County, MA](#)
 - Native American including Alaskan and Hawaiian: [0.19% in Worcester County, MA](#)
 - Veterans: [5.23% in Worcester County, MA](#)
 - Women in the manufacturing sector: [29.3% Nationally](#)
 - LGBTQ+: [5.6% Nationally](#)
- **Representation Goals:** In accordance with Vangarden’s hiring strategy and recruiting strategy, our goal and expectation is to reach representation of each minority listed above equal to or greater than the regional or national average. However, it is important to stress that - as per our documented hiring strategy - we will not be making hiring decisions based on the desire to “fill a quota.” If there are demographics that are found to be underrepresented, our primary means of addressing this issue will be via adjusting our recruitment channels going forward.
 - **Career Advancement:** Increase career advancement opportunities for women, people of color, LGBTQ+, and veteran employees by removing barriers of subjective bias in career advancement, including: hidden performance metrics, non-standardized performance metrics, micromanagement or excessive supervisor influence over an employee’s work, etc. Leadership at Vangarden will regularly facilitate *open-access* training opportunities in technical skills (cross training, industry expertise) and leadership skills (upward mobility) for all employees in good standing with their basic, known performance metrics associated with their role. Such open access opportunities will be offered multiple times a year. Successful completion of such trainings will automatically generate an increase in an employee’s compensation and total scope of responsibilities.
 - Multiple write-ups regarding inequitable conduct will limit employees access to training and promotion opportunities.
 - **Annual Diversity Analysis & Report:** Prior to submission for renewal of Vangarden’s Marijuana Establishment licenses, Vangarden’s Chief Process Officer will conduct the following analyses and to be included in a report for the entire company and the commission to review:
 - Hiring Data:
 - Vangarden will track the number of advertisements placed in diverse recruitment channels.
 - Vangarden will track the number of applications received from women, people of color, LGBTQ+, and veterans, as a result of our recruiting activities, to the extent such information is lawfully available.
 - Vangarden will track the number of respondent applicants successfully hired who are women, people of color, LGBTQ+, and veterans.
 - Any deviation of demographic representation between our current operations employee demographics and the average demographics noted in our recruiting strategy of this document (to be updated annually or as available) will be analyzed and reported in the annual report, with corresponding plans for change as necessary.

o Career Advancement

- Vangarden will track the number and subject matter of trainings held during each calendar year.
- Vangarden will track the number of attending employees who are women, people of color and veterans. Attendance will be recorded by sign-in sheet and will be noted in each employee's personnel file.
- Vangarden will track the number of female, people of color, LGBTQ+, and veteran employees who hold management-level positions at Vangarden.
- Any deviation of demographic representation between our current leadership team's demographics and the average demographics reported in this document (to be updated annually or as available) will be analyzed and reported in the annual report, with corresponding plans for change as necessary.

Acknowledgments

- Vangarden will conduct a review of this Plan quarterly and will report on its efforts and the identified metrics and corresponding goals above to the Commission in accordance with its annual marijuana establishment licensure renewal in accordance with 935 CMR 500.103(4)(b). Following such review, Vangarden will identify strategic objectives related to promotion of equity and diversity at Vangarden, including possible changes in policies and procedures, staff training, targeted recruitment efforts, and/or sponsored equity and diversity awareness events for employees and the local community.
- Vangarden acknowledges the following regarding the implementation of this Diversity Plan:
 - o All specifically named organizations in this plan have agreed to partner with Vangarden to implement the identified goals and programs stated herein, as applicable;
 - o Vangarden acknowledges and is aware, and 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; and
 - o Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



GROUNDNS FOR IMMEDIATE DISMISSAL OF AGENTS

VanGarden Cannabis, LLC (“VanGarden”) will immediately dismiss any Agent who has diverted marijuana, engaged in unsafe practices with regard to VanGarden’s operations, or been convicted of or entered a plea or admission of facts for a felony drug offense involving distribution to a minor in accordance with the requirements of 935 CMR 500.105(1)(m). Additional grounds for disciplinary action are further described in the VanGarden Personnel Policy and Employee Handbook.

Any instance of marijuana diversion by a VanGarden Agent will be immediately reported to the Chief Executive Officer (“CEO”) or Chief Operating Officer (“COO”), including the name of the Agent and the type and quantity of marijuana involved in the diversion incident. The Agent who diverted marijuana shall be immediately dismissed from VanGarden and escorted off of the premises and his/her ID badge will be promptly deactivated. The CEO or COO will report the diversion to law enforcement officials and to the Cannabis Control Commission (“the Commission”) within the time period and manner required by law. Refer to VanGarden’s Incident Reporting Policy.

Any instance where a VanGarden Agent has engaged in unsafe practices with regard to VanGarden’s operations (e.g., violations of applicable laws or regulations or VanGarden policies and procedures) shall be immediately reported to the CEO or COO, including the name of the Agent involved and a description of the unsafe practices. The Agent who engaged in unsafe practices shall be immediately dismissed from VanGarden and escorted off of the premises and his/her ID badge will be promptly deactivated. The CEO or COO will report the unsafe practices incident to the Commission within the time period and manner required by law. Refer to VanGarden’s Incident Reporting Policy.

Should a VanGarden Agent be convicted or enter a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in Massachusetts or a similar violation in another jurisdiction, the CEO or COO must be immediately notified and provided the name of the Agent and information regarding the offense. The Agent convicted of or entering a plea or admission shall be immediately dismissed from VanGarden and escorted off of the premises and his/her ID badge will be promptly deactivated. The CEO or COO will report the dismissal to the Commission within the time period and manner required by law. Refer to VanGarden’s Incident Reporting Policy.



RESTRICTING ACCESS TO INDIVIDUALS AGE 21 OR OLDER

VanGarden Cannabis (“VanGarden”) will implement security measures to ensure access to the facility is restricted to individuals age 21 or older in accordance with CCC regulations. Accordingly, Vangarden will perform on-premises verification of identification for all visitors.

- Upon an individual’s entry into VanGarden’s facility, an employee will immediately inspect the individual’s proof of identification and determine that the individual is 21 years of age or older.
- Identification will be verified using the ID Science system designed to verify the authenticity of government issued identification.
- If the government issued identification presented by an individual seeking access is not valid, they will not be permitted to enter the facility and will be asked to leave the premises immediately.
- If an Agent suspects identification is not valid at the verification point, a Security Tech will be notified to conduct an additional inspection and assist with escalation of the issue if the individual must be escorted off the premises.



MAINTAINING OF FINANCIAL RECORDS

Vangarden Cannabis, LLC (“Vangarden”) will operate an Adult-Use Marijuana Cultivator and Product Manufacturer Facility in accordance with applicable law and regulation and shall maintain general business and financial records in accordance with generally accepted accounting principles.

Business and financial records maintained by Vangarden will include manual or computerized records of: assets and liabilities; monetary transactions; books of accounts, including 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 with direct or indirect control over Vangarden in accordance with 935 CMR 500.105(9)(e).

Vangarden will ensure that financial records are accurate and maintained in compliance with the Cannabis Control Commission’s (“the Commission”) Adult Use of Marijuana regulations (935 CMR 500.000 *et seq.*). Refer to Vangarden’s Inventory Policy.

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.

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.

Refer to Vangarden’s Recordkeeping Procedures for more details.