



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR283056  
Original Issued Date: 09/21/2020  
Issued Date: 03/10/2022  
Expiration Date: 03/10/2023

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Vedi Naturals LLC

Phone Number: 774-777-0202      Email Address: contactjigarp@gmail.com

Business Address 1: 505 Boston Post Road, West, Unit F,G      Business Address 2:  
Business City: Marlborough      Business State: MA      Business Zip Code: 01752

Mailing Address 1: 505 Boston Post Road, West, Unit F,G      Mailing Address 2:  
Mailing City: Marlborough      Mailing State: MA      Mailing Zip Code: 01752

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

## PRIORITY APPLICANT

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

## RMD INFORMATION

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

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 20      Percentage Of Control: 100  
Role: Executive / Officer      Other Role: LLC Manager  
First Name: Jigar      Last Name: Patel      Suffix:  
Gender: Male      User Defined Gender:

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity: Asian Indian

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Kanchan Last Name: Patel Suffix:

Types of Capital: Debt Other Type of Capital: Total Value of the Capital Provided: \$64500 Percentage of Initial Capital: 100

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

No records found

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 505 Boston Post Road West

Establishment Address 2: Units F&G

Establishment City: Marlborough Establishment Zip Code: 01752

Approximate square footage of the establishment: 2350 How many abutters does this property have?: 100

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA Single Page.pdf	pdf	5de474988bdcfd57ae52839a	12/01/2019
Plan to Remain Compliant with Local Zoning	VN - Plan to Remain Compliant with Local Zoning.pdf	pdf	5defe1f4bcb01253152f9ef9	12/10/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Documentation_Redacted.pdf	pdf	5e95ddb1b3c49635509ec9b0	04/14/2020

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	VN - Positive Impact Plan_Updated.pdf	pdf	5e95dc4f9a385038d9d8c6b2	04/14/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

#### Individual Background Information 1

**Role:** **Other Role:**  
**First Name:** Jigar **Last Name:** Patel **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

#### Individual Background Information 2

**Role:** **Other Role:**  
**First Name:** Kanchan **Last Name:** Patel **Suffix:**  
**RMD Association:** Not associated with an RMD  
**Background Question:** no

### ENTITY BACKGROUND CHECK INFORMATION

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization.pdf	pdf	5de9400f40e348579197bfd	12/05/2019
Secretary of Commonwealth - Certificate of Good Standing	Secretary of Commonwealth - Certificate of Good Standing.pdf	pdf	5de947bea9ef3857c445cb95	12/05/2019
Bylaws	Vedi Naturals - Operating Agreement.pdf	pdf	5df99c31fab70557127eea44	12/17/2019
Department of Revenue - Certificate of Good standing	VN - COGS DOR 4.8.20.pdf	pdf	5e8f15c3482e703583b7c747	04/09/2020
Bylaws	Vedi - RFI re DUA Attestation.pdf	pdf	5e90eb90d29ad9357159831a	04/10/2020

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	Vedi Naturals - MDOR COGS.pdf	pdf	61f05969dc96b108e5516814	01/25/2022
Secretary of Commonwealth - Certificate of Good Standing	22_01_28 - VN - SoS COGS.pdf	pdf	61f4303de95b8c0888814a42	01/28/2022
Department of Unemployment Assistance - Certificate of Good standing	22_02_09 - VN - RFI2 DUA updated.pdf	pdf	620686e535cb3e08f72213a2	02/11/2022

Massachusetts Business Identification Number: 001372439

Doing-Business-As Name: kosa

DBA Registration City:

### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	VN - Plan for Obtaining Liability Insurance.pdf	pdf	5dd6db21d5b0805341c63030	11/21/2019
Business Plan	VN - Business Plan w financials.pdf	pdf	5e0114aa38abaf57497aa9e4	12/23/2019
Proposed Timeline	22_01_25 - VN - Proposed Timeline.pdf	pdf	61f030e2a828d708f050df49	01/25/2022

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	VN - Plan for Obtaining MJ.pdf	pdf	5e0f80e0fab70557127f0cee	01/03/2020
Separating recreational from medical operations, if applicable	VN - Separate Rec from Med.pdf	pdf	5e0f80f1f76dd253236e34a4	01/03/2020
Restricting Access to age 21 and older	VN - Plan for Restricting Access to Age 21 and Older.pdf	pdf	5e0f819dd74bf6532ea018ac	01/03/2020
Prevention of diversion	VN - Prevention of Diversion.pdf	pdf	5e0f8321cb8cc6573ebd2793	01/03/2020
Storage of marijuana	VN - Storage Of Marijuana.pdf	pdf	5e0f832efe65bd5750702ee2	01/03/2020
Transportation of marijuana	VN - Transportation Of Marijuana.pdf	pdf	5e0f833538abaf57497abf5f	01/03/2020
Inventory procedures	VN - Inventory Procedures.pdf	pdf	5e0f834a5e2d54535a9c3445	01/03/2020
Quality control and testing	VN - Quality Control and Testing.pdf	pdf	5e0f83522f1a065311397ea1	01/03/2020
Dispensing procedures	VN - Dispensing Procedures.pdf	pdf	5e0f8365bb37d053183dfdb8	01/03/2020
Record Keeping procedures	VN - Recordkeeping Procedures.pdf	pdf	5e0f837ffe65bd5750702ee6	01/03/2020
Maintaining of financial records	VN - Maintaining Of Financial Records.pdf	pdf	5e0f838a5e2d54535a9c3449	01/03/2020
Qualifications and training	VN - Qualifications and Training.pdf	pdf	5e0f83a4fe65bd5750702eea	01/03/2020
Security plan	VN - Security Plan.pdf	pdf	5e95d38ad29ad93571598a04	04/14/2020
Diversity plan	21_11_09 - VN - Diversity Plan Final.pdf	pdf	61f0562d7c2bdd089a1f1eb3	01/25/2022
Personnel policies including background checks	22_01_26 - VN - Personnel and Drug-Free Policy.pdf	pdf	61f188b87c2bdd089a1f24f7	01/26/2022

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

Marijuana Establishment including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification: I Understand

I certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.: I 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:** Attached is Vedi Naturals' updated positive impact plan. Again, since we have not commenced operations, we haven't performed any work to make progress on the initiatives or goals. However, we have updated the PIP to replace the previous initiative of donating to CultivatED in the Boston area, by introducing a new and City approved initiative to donate and work with the Marlborough Public Library Foundation.

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

**Description of Progress or Success:** Attached is Vedi Naturals' updated Diversity Plan. Again, we have not commenced operations, so we haven't performed any work to make progress on the proposed initiatives or goals. However, we fully intend to reach our diversity goals and proposed initiatives.

#### HOURS OF OPERATION

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

## 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

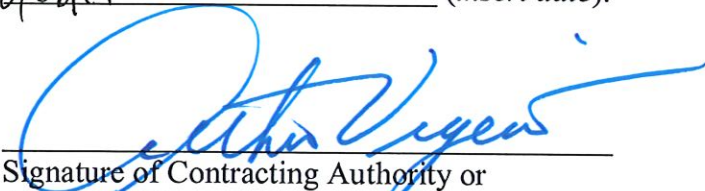
I, Jigar Patel, (*insert name*) certify as an authorized representative of Vedi Naturals LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Marlborough, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on October 21<sup>st</sup>, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

### Host Community

I, Arthur G. Vigeant, Mayor, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Marlborough (*insert name of host community*) to certify that the applicant and City of Marlborough (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 10/21/19 (*insert date*).



Signature of Contracting Authority or  
Authorized Representative of Host Community

## **PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING**

Vedi Naturals LLC. (“Vedi Naturals”) will remain compliant at all times with the local zoning requirements set forth in the City of Marlborough’s Zoning By-Laws. In accordance with the Zoning Ordinance, Vedi Naturals’ proposed Marijuana Retail Establishment is to be located at 505 Boston Post Road West, through combining Units F & G, which is zoned in the Business District with direct frontage to Route 20 West.

In compliance with 935 CMR 500.110(3) and the Zoning Ordinance, Vedi Naturals’ proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12. The closest building point of the proposed location is 520 feet from the closest building point of the closest daycare in question. The daycare “Our Future Learning Center” has two side by side locations, the closest being 497 Northboro Road West, Marlborough 01752.

Vedi Naturals will apply for a Special Permit from Marlborough’s City Council. Vedi Naturals will also apply for other local permits, approvals, registrations or certificates, if any, that are required to site and operate a Marijuana Establishment at the proposed location and will comply with all conditions and standards set forth in any such local permit or approval.

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

## 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, Jigar Patel, (*insert name*) attest as an authorized representative of Vedi Naturals 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 November 8<sup>th</sup>, 2019 (*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 October 31<sup>st</sup>, 2019 (*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 October 25<sup>th</sup>, 2019 (*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 October 25<sup>th</sup>, 2019 (*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*).



# Attachment A

This Legal Advertisement will be published on [www.wickedlocal.com](http://www.wickedlocal.com) and <http://masspublic-notices.org>.

AD#13844191  
Marlborough Enterprise 10/31, 11/7/19

Marijuana Retail Establishment - City of Marlborough  
**LEGAL NOTICE**

Notice is hereby given that a Community Outreach Meeting of a proposed Marijuana Retail Establishment by Vedi Naturals, LLC, is scheduled for November 8th, 2019 at 6pm at the Embassy Suites by Hilton Boston Marlborough - 123 Boston Post Road West, Marlborough, MA 01752 in the Bennington Room. The proposed Marijuana Retail Establishment is anticipated to be located at 505 Boston Post Road West, Marlborough MA 01752. There will be an opportunity for the public to ask questions.

AD#13844952  
Marlborough Enterprise 10/31/19

107 Simarano Dr. (Green District)  
**LEGAL NOTICE**  
City of Marlborough  
Conservation Commission  
Notice of Intent  
Notice of Public Hearing

The Marlborough Conservation Commission will hold a public hearing on November 7, 2019 at 7:15 PM Marlborough City Hall, which is located on the 3rd Floor, in regards to a Notice of Intent filed under the Massachusetts Wetlands Protection Act (G.L. c.131, §40).

Petition: Andrew Montelli, Post Road Realty LLC proposes to construct 3 five (5) story residential buildings within a 100 ft. of Bordering Vegetated Wetlands at 107 Simarano Dr. (Green District).

Plans and other information are on file in the Conservation Commission Office on the basement level of City Hall. For further assistance, please contact the Commission at 508-460-3778. All interested persons are invited to the public hearing.

Edward Clancy  
Conservation Commission  
Chairman

AD#13845272  
Marlborough Enterprise 10/31/19

zoned Limited Industrial be rezoned as Residential B as it is contiguous to the Assessors Map 56, Parcels 131, 130, 129, 128, 127, and 123, that are all currently zoned Residential B and a parcel containing 432 s. f. to the rear of the building on land known as the Assabet River Rail Trail currently owned by the City of Marlborough be rezoned to Residential B. The area to the rear of Map 56, Parcel 125, being a rectangle parcel 4.40' on the northerly side to and 1.86' on the southerly side a distance of 142.39'.

The application materials and plans are available for viewing in the Office of the City Clerk, City Hall, 140 Main Street, Marlborough, MA 01752, Telephone: 508-460-3775.

Per Order of the City Council  
#19-1007808

This Legal Advertisement will be published on [www.wickedlocal.com](http://www.wickedlocal.com) and <http://masspublic-notices.org>.

AD#13841044  
Marlborough Enterprise 10/31, 11/7/19

**Muscular Dystrophy Association**

**Where Hope Begins**

**MDA**

1-800-FIGHT-MD  
[www.mdausa.org](http://www.mdausa.org)

If you owe more than \$10,000 in credit card or other debt, see how we can help.

**877-278-4861**

**NATIONAL DEBT RELIEF**

ACCREDITED BUSINESS A+

NWCN13842524

**Portable Oxygen For The Way You Want to Live**

**INOGEN ONE G4**

The Inogen One G4 is one solution for oxygen at home, away, and for travel, 24/7!

**JUST 2.8 LBS.**

**TRY RISK FREE FOR 30 DAYS**

**CALL TODAY! 844-244-0346**

it will be a priority for me to ensure we continue funding investments in our roads, encouraging safe driving, and finding ways to reduce traffic, including creative "last mile" solutions, such as the city's new commuter bus to the Southborough MBTA station. Investment

means a thorough vetting of future projects to understand their full impact and making sure concerns are addressed.

Jeff Malachowski can be reached at 508-490-7466 or [jmalachowski@wickedlocal.com](mailto:jmalachowski@wickedlocal.com). Follow him on Twitter @jmalachowskiMW.

**SULLIVAN & SULLIVAN AUCTIONEERS • LLC** MA Lic. #107

**TOWN OF HUDSON PUBLIC AUCTION**

Held at Town Hall - 78 Main St.  
Wednesday, Nov. 13 at 1 PM

**3 TOWN-OWNED PROPERTIES ON THE AUCTION BLOCK**

**47 APSLEY ST (18-199) - 9,583± SF Lot - Zoned M1-Indus1**

**MURPHY ST (aka Road) (56-16) - 6± Acre Lot - Zoned SA5**

**MASON ST (40-160) - 16,117± SF Lot - Zoned SB**

TERMS: \$5,000 deposit per property by BANK CHECK PAYABLE TO TOWN OF HUDSON at time and place of auction; 4.5% Buyer's Premium. Balance of purchase price due within 30 days of the auction. VISIT WEB OR CALL FOR MORE INFO.

**S&S Sullivan-Auctioneers.com • 617-350-7700**

180 FARM RD  
**LEGAL NOTICE**  
City of Marlborough  
Conservation Commission  
Request for Determination of Applicability  
Notice of Public Hearing

Notice is hereby given that the Marlborough Conservation Commission will hold a public meeting on Thursday November 7, 2019 at 7:15 PM at Marlborough City Hall, 140 Main

By Jeff Malachowski  
Daily News Staff

**MARLBOROUGH - A fresh face will be elected to the City Council in Ward 6 this**

learned so much in the past 24 months and feel I'm now ready to help be the voice of the Marlborough citizens.

**What are your top priorities for your ward and city the next**

Resources Authority  
**What boards and committees have you served on in the past?**  
Former Treasurer, Friends of the Marlborough Senior Center

in Downtown Marlborough is another priority that deserves further focus. Over the past few years, effort in revitalizing the downtown to once again become the successful heart of our city

**VEDI NATURALS LLC**  
**COMMUNITY OUTREACH MEETING**

10/24/19

VEDI NATURALS LLC  
3 Craig Drive  
Clinton, MA 01510



**Vedi Naturals, LLC - Community Outreach Meeting**

Dear Sir or Madam:

This Letter is to inform you that a Community Outreach Meeting for a proposed Marijuana Retail Establishment (MRE) has been scheduled for **November 8th, 2019 at 6pm at The Embassy Suites located at 123 Boston Post Road West, Marlborough, MA 01752 in the Bennington Room.** The proposed MRE is anticipated to be located at 505 Boston Post Road West, Marlborough, MA 01752. We will be doing a presentation which will outline the details of the proposed business. There will be an opportunity for the public to ask questions.

Sincerely,

Jigar Patel  
Manager  
Vedi Naturals, LLC  
(774) 777-0202

**VEDI NATURALS LLC**  
**COMMUNITY OUTREACH MEETING**

10/24/19

VEDI NATURALS LLC  
3 Craig Drive  
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Sincerely,



Jigar Patel  
Manager  
Vedi Naturals, LLC  
(774) 777-0202

*contactjigarpatel@gmail.com*

**PLANNING BOARD**  
DATE 10-25-19  
AGENDA \_\_\_\_\_  
ACTION \_\_\_\_\_

**VEDI NATURALS LLC**  
**COMMUNITY OUTREACH MEETING**

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 OCT 25 A 10:47

10/24/19

VEDI NATURALS LLC  
3 Craig Drive  
Clinton, MA 01510

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Sincerely,



Jigar Patel  
Manager  
Vedi Naturals, LLC  
(774) 777-0202

**VEDI NATURALS LLC**  
**COMMUNITY OUTREACH MEETING**

10/24/19

VEDI NATURALS LLC  
3 Craig Drive  
Clinton, MA 01510

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Sincerely,



Jigar Patel  
Manager  
Vedi Naturals, LLC  
(774) 777-0202

Received  
10/25/19  
10125719

in West end  
Plaza

**VEDI NATURALS LLC**  
**COMMUNITY OUTREACH MEETING**

10/24/19

VEDI NATURALS LLC  
3 Craig Drive  
Clinton, MA 01510

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Sincerely,



Jigar Patel  
Manager  
Vedi Naturals, LLC  
(774) 777-0202

Abutters for 505 Boston Post Rd West 400 ft  
MARLBOROUGH, MA


Map	Block	Lot	Unit	Owner-a Na.ma	Co Ownar-s Name	Address	City	ST Zip	Parcel Location
88	1					PO BOX 28923	ST LOUIS	MO 63132	BOUNDARY ST
88	2					85 WASHINGTON ST	HUDSON	MA 01749	48 BOUNDARY ST
88	4					493 MAIN ST	NORTHBORO	MA 01532	BOSTON POST RD WEST
88	6					C/O DOMENIC VALARIOTI	MARLBOROUGH	MA 01752	ELM ST
88	7					33 BOUNDARY ST	MARLBOROUGH	MA 01752	33 BOUNDARY ST
88	8					C/O JOSEPH VALARIOTI	MARLBOROUGH	MA 01752	25 BOUNDARY ST
88	9	475	1			475 NORTHBORO RD WEST #1	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST 11
88	9	475	2			475 NORTHBORO RD WEST #2	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST 12
88	9	475	3			18 ALLEN CT	NORTHBOROUGH	MA 01532-1616	475 NORTHBORO RD WEST 13
88	9	475	4			475 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST *4
88	9	475	5			475 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #5
88	9	475	6			475 NORTHBORO RD WEST #6	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #6
88	9	1102				481 NORTHBORO RD WEST #1	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #1
88	9	1102	2			481 NORTHBORO RD WEST 112	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #2
88	9	1102	3			481 NORTHBORO RD WEST i3	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #3
88	9	1102				481 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST 14
88	9	1102	5			481 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #5
88	9	1102	6			21 CENTURY MILL RD	BOLTON	MA 01740	481 NORTHBORO RD WEST 16
88	9	1104	1			103 OLD CHARTER RD	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST 11
88	9	1104	2			479 NORTHBORO RD WEST 12	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST 12
88	9	1104	3			479 NORTHBORO RD WEST f3	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST f3
88	9	1104	4			479 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST 14
88	9	1104	5			479 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST 15
88	9	1104	6			479 NORTHBORO RD WEST #6	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #6
88	9	1104	7			479 NORTHBORO RD WEST #7	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST f7
88	9	1124	1			477 NORTHBORO RD WEST 111	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST n
88	9	1124	2			477 NORTHBORO RD WEST #2	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #2
88	9	1124	3			477 NORTHBORO RD WEST #3	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST tJ
88	9	1124	4			477 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #4
88	9	1124	5			477 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #5
88	9	1124	6			477 NORTHBORO RD WEST 16	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST 16
88	9	1124	7			273 WEST ST	NORTHBOROUGH	MA 01532	477 NORTHBORO RD WEST f7
88	9	1124	8			477 NORTHBORO RD WEST 18	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST 18
88	9	1124	9			477 NORTHBORO RD WEST #9	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST 19
88	10					515 NORTHBORO RD WEST	MARLBOROUGH	MA 01752	497 NORTHBORO RD WEST
88	1A					1881 WORCESTER RD	FRAMINGHAM	MA 01701	BOUNDARY ST
88	24					496 BOSTON POST RD WEST	MARLBOROUGH	MA 01752	506 BOSTON POST RD WEST
88	25					PO BOX 53	MARLBOROUGH	MA 01752	520 BOSTON POST RD WEST
88	35					200 WHEELER RD	BURLINGTON	MA 01803	HAYES MEMORIAL DR
88	36					90 BARTLETT ST	MARLBOROUGH	MA 01752	1000 NICKERSON RD
88	3A					160 EDGEHILL RD	FRAMINGHAM	MA 01701	493 BOSTON POST RD WEST

MARLBOROUGH ASSESSORS

**VEDI NATURALS LLC**  
**MUNICIPAL RESPONSE ATTESTATION**

On behalf of Vedi Naturals LLC (“Vedi”), I, Jigar Patel, do hereby attest to the following:

- In accordance with the requirements of Vedi Naturals’ license renewal for its Marijuana Retailer license, Vedi requested from the City of Marlborough (the “Host Community”) the records of any cost to the Host Community, whether anticipated or actual, resulting from Vedi’s operation within its borders (the “Request”).
- Vedi submitted the Request to the Host Community on February 7th, 2022.
- As of the date of this attestation, Vedi has not received a response from the Host Community with respect to the Request.

  
\_\_\_\_\_  
Jigar Patel  
Manager  
Vedi Naturals LLC

2/14/2022  
\_\_\_\_\_  
Date



## **PLAN FOR POSITIVE IMPACT**

### **INTENT**

Cannabis prohibition has disproportionately impacted certain communities in Massachusetts. As the Commonwealth begins to embrace the adult-use cannabis industry in earnest, Vedi Naturals, LLC (“VN”) recognizes that it has a responsibility to contribute to the communities in which it does business and the surrounding areas in need. VN has a proposed location in Marlborough which is not identified by the Cannabis Control Commission (“CCC”) as an area of disproportionate impact. Thus, VN will focus its time and resources on the community of Worcester, which is the nearest area of disproportionate impact. VN is fully committed to ensuring that it is making positive and lasting contributions to the community where the company resides as well as neighboring localities that have been disproportionately impacted.

At all times, VN will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited use of advertising, branding, marketing, and sponsorship practices of our Marijuana Retail Establishment through all Positive Impact Initiatives.

### **PURPOSE**

The purpose of this document is to summarize VN’s plan to ensure our business creates positive and lasting impacts within the communities in which it will be involved.

VN is committed to fostering positive relationships within the community and identifying ways in which to give back. VN seeks to utilize our resources – including time, talent and monies – to provide assistance to those who may be underserved and/or in need. We plan to achieve these goals through charitable giving, volunteer time and community engagement.

### **INITIATIVES AND METRICS**

VN aims to implement the following initiatives to assist those communities that have been disproportionately impacted.

*Proposed Initiative:* Vedi Naturals will make a minimum annual financial contribution of at least \$5,000 to the CultivatED program to help promote participation in the cannabis industry by those who were disproportionately harmed by marijuana prohibition. CultivatED is a jails-to-jobs cannabis program that focuses on issues such as expungement, education and employment for those harmed populations. Vedi Naturals will provide money to CultivatED to support its mission and goals but will not offer any of its own programming through the CultivatED program. Attached, please find a letter from CultivatED acknowledging acceptance of funds from cannabis license holders.

Goal: Vedi Naturals will make an annual financial contribution to the CultivatED program which will in turn support the mission of empowering, educating, and employing individuals from areas of disproportionate impact, as identified by the Massachusetts Cannabis Control Commission.

Metrics: Vedi Naturals will maintain a record of its annual donations to the CultivatED program. Vedi Naturals will keep records of feedback that we receive relative to the impact of our contributions, if any. This will in turn help us make decisions about adjustments that need to be made in the future.

*Proposed Initiative:* VN will commit to provide employees with paid time to participate in a neighborhood clean-up initiative that serves identified areas of disproportionate impact. VN will focus their clean-ups in Worcester.

Goal: VN is committed to serving communities that have been disproportionately impacted by serving individuals and organization through the contribution of employee volunteer time courtesy of the company. Each employee will contribute at least 2 hours of time towards each Community Clean-Ups held.

Metrics: VN will maintain records of each employee who participates in the neighborhood clean-up program and the number of hours contributed by each employee. VN will host two clean-up days annually, one in the Spring and one in the Fall. VN will then solicit feedback from each employee to learn about their experiences and determine whether adjustments should be made in the future with regards to this program. The success of this plan, in its entirety, is required to be documented annually upon renewal from Vedi Naturals' provisional licensure.

Upon receiving provisional licensure, Vedi Naturals will seek a specific organization to work with for these clean-ups.

## **CONCLUSION**

VN will conduct continuous and regular evaluations of the implementation of its goals and at any point will retool its policies and procedures in order to better accomplish the goals set out in this Plan for Positive Impact. Any actions taken or programs instituted by VN will not violate the CCC's regulations with respect to limitations on ownership or control or other applicable state laws.



## MASS CultivatED

February 24, 2020

Cannabis Control Commission  
Union Station  
2 Washington Square  
Worcester, MA 01604

RE: Acceptance of Cannabis Funds

Dear Cannabis Control Commission:

It is with great pleasure that we inform you that we will be graciously accepting contributions from licensed Massachusetts cannabis companies in order to assist in funding our program, CultivatED.

CultivatED is a first in the nation jails to jobs cannabis program that focuses on issues such as expungement, education and employment for those who have been affected by the prohibition of cannabis in the Commonwealth. We are an innovative public-private partnership providing our fellows with a robust co-op education program, legal services, workforce preparedness training, and cannabis externships with livable wages and benefits. We work closely with organizations such as Greater Boston Legal Services, Roxbury Community College and the Urban League of Eastern Massachusetts to achieve our program goals.

We appreciate the opportunity to allow Massachusetts licensed cannabis companies to participate through their contributions. Please do not hesitate to contact us should you have any additional questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Dominguez". The signature is written in a cursive style and is positioned above a horizontal line.

Ryan Dominguez



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001372439

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

**2a. Location of its principal office:**

No. and Street: 3 CRAIG DRIVE  
 City or Town: CLINTON State: MA Zip: 01510 Country: USA

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

No. and Street: 3 CRAIG DRIVE  
 City or Town: CLINTON State: MA Zip: 01510 Country: USA

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

RETAIL ESTABLISHMENT

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: JIGAR PATEL  
 No. and Street: 3 CRAIG DRIVE  
 City or Town: CLINTON State: MA Zip: 01510 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	JIGAR PATEL	3 CRAIG DRIVE CLINTON, MA 01510 USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

**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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	JIGAR PATEL	3 CRAIG DRIVE CLINTON, MA 01510 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 8 Day of March, 2019,**

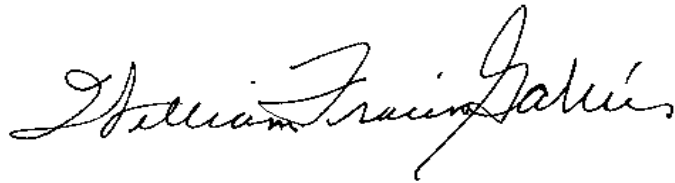
**IAN HEDGES**

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

THE COMMONWEALTH OF MASSACHUSETTS

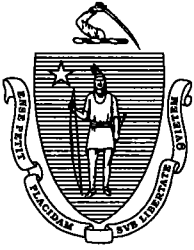
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

March 08, 2019 08:47 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

November 29, 2019

TO WHOM IT MAY CONCERN:

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

**VEDI NATURALS LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 8, 2019.**

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

I also certify that the names of all managers listed in the most recent filing are: **JIGAR PATEL**

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

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

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



# LIMITED LIABILITY COMPANY OPERATING AGREEMENT

## VEDI NATURALS LLC

A Limited Liability Company

## OPERATING AGREEMENT

THIS OPERATING AGREEMENT is made and entered into this 17th day of DECEMBER, 2019, made effective March 8, 2019 (the "Effective Date").

### SECTION ONE

#### THE LIMITED LIABILITY COMPANY

*1.1 Formation.* Effective March 8, 2019 the Members formed a limited liability company under the name Vedi Naturals LLC (the "Company") on the terms and conditions in this Operating Agreement (the "Agreement") and pursuant to the Limited Liability Company Act of the Commonwealth of Massachusetts (the "Act"). The Members agree to file with the appropriate agency within the Commonwealth of Massachusetts charged with processing and maintaining such records all documentation required for the formation of the Company. The rights and obligations of the parties are as provided in the Act except as otherwise expressly provided in this Agreement.

*1.2 Name.* The business of the Company will be conducted under the name Vedi Naturals LLC, or such other name upon which the Members may unanimously agree.



*1.3 Purpose.* The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the Commonwealth of Massachusetts.

*1.4 Powers.* The Company shall have all of the powers necessary or convenient to the conduct, promotion or attainment of the business, trade, profession, purposes or activities of the Company, including, without limitation, all of the powers of an individual, partnership, corporation or other entity under Massachusetts law.

*1.5 Address.* The Company will maintain its principal business office at 3 Craig Drive, Clinton Massachusetts 01510 and its business records at the same.

*1.6 Registered Agent.* Jigar Patel is the Company's initial registered agent in the Commonwealth of Massachusetts, and the registered office is at 3 Craig Drive, Clinton Massachusetts 01510.

*1.7 Term.* The term of the Company commenced on March 8, 2019 and shall continue perpetually unless sooner terminated as provided in this Agreement.

*1.8 Names and Addresses of Members.* The Members' names are attached as Schedule 1 to this Agreement.

*1.9 Admission of Additional Members.* Except as otherwise expressly provided in this Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

## **SECTION 2 CAPITAL CONTRIBUTIONS**

*2.1 Capital Contributions.* Simultaneously with the execution of this Agreement, the payment of any cash Capital Contribution made by each Member shall be available for deposit into a bank account of the Company and shall be counted as a Capital Contribution of such Member. The amount of Capital Contributions and Percentage Interest of each Member are provided in the Exhibit A attached hereto.

*2.2 No Additional Required Contributions.* The Members shall not be required to contribute additional amounts to the capital of the Company, and no Member shall have any personal liability for any obligation of the Company in excess of his, her or its requisite contribution.

**2.3 *Payment of Operating Costs.*** If the Company is unable to pay its Operating Costs, any Member may, to the extent approved by the Manager, advance funds (the “Operating Advances”) to the Company. The Operating Advances shall constitute loans to the Company and shall be repaid at a rate of ten percent (10%) per annum and subject to such additional terms and conditions agreed to by the Manager. All Operating Advances shall be repaid in full with accrued interest before any distribution of Net Cash Flow to Members.

**2.4 *Withdrawal of Capital Contributions.*** No Member shall be entitled to withdraw any part of its Capital Contribution, to receive interest or other earnings on its Capital Contribution or to receive any distributions from the Company, except as expressly provided in this Agreement. No Member shall be entitled to resign or withdraw from the Company except as expressly provided in this Agreement, and no Member shall be entitled to receive any distribution or otherwise receive the fair market value of its Membership Interest in compensation for any purported resignation or withdrawal not in accordance with the terms of this Agreement.

**2.5 *No Interest on Capital Contributions.*** Members are not entitled to interest or other compensation for or on account of their capital contributions to the Company except to the extent, if any, expressly provided in this Agreement.

**2.6 *Return of Capital.*** No Member shall be entitled to withdraw any part of its Capital Contribution, except as expressly provided in this Agreement. No Member shall be entitled to resign or withdraw from the Company except as expressly provided in this Agreement, and no Member shall be entitled to receive any distribution or otherwise receive the fair market value of its Membership Interest in compensation for any purported resignation or withdrawal not in accordance with the terms of this Agreement.

## **SECTION 3**

### **ALLOCATION OF PROFITS AND LOSSES; DISTRIBUTIONS**

**3.1 *Profits/Losses.*** For financial accounting and tax purposes, the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative percentage interest in the Company as set forth in Schedule 1 as amended from time to time in accordance with U.S. Department of the Treasury Regulation 1.704-1.

**3.2 *Distributions.*** The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a

qualified income offset, as set forth in U.S. Department of the Treasury Regulation 1.704.1(b)(2)(ii)(d).

*3.3 No Right to Demand Return of Capital.* No Member has any right to any return of capital or other distribution except as expressly provided in this Agreement. No Member has any drawing account in the Company.

## **SECTION 4**

### **INDEMNIFICATION**

4.1 The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, against expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

## **SECTION 5**

### **POWERS AND DUTIES OF MANAGERS**

*5.1 Management of Company.* Except as provided in the Act or as expressly provided herein, the Manager shall have the exclusive power and authority over the conduct of the Company's business, operations and affairs. The Manager is hereby authorized and empowered on behalf and in the name of the Company to do the following: (i) carry out the purposes of the Company; (ii) manage the affairs and business of the Company and (iii) perform all acts, and to enter into and to perform all contracts and other undertakings, which the Manager may in its sole discretion deem necessary or advisable, or which are incidental, to carry out the purposes of the Company and which are not in contravention of this Agreement. Any action taken by the Manager shall constitute the act of and serve to bind the Company and each Member thereof. The Manager shall be the sole Person with

the power to bind the Company, except to the extent that such power and authority is expressly delegated to any other Person by the Manager or this Agreement. No delegation of power and authority by the Manager shall cause the Manager to cease to be the Manager of the Company.

*5.2 Number of Managers; Initial Managers.* The number of initial Managers shall be one (1). The initial Manager of the Company shall be Jigar Patel.

*5.3 Term of Manager.* The Manager shall serve until a successor or successors are duly elected and have qualified, or until its earlier resignation or removal pursuant to Sections 5.6 and 5.7.

*5.4 Indemnity.* No Manager, Member, officer, agent or employee of the Company shall be liable, responsible or accountable for damages or otherwise to the Members or the Company for any acts taken or performed or for any omission to act, if such conduct does not constitute willful misconduct or recklessness. In any threatened, pending or completed action, suit or investigation in which any Manager, Member, officer, agent or employee of the Company was or is a party by virtue of his status as a Manager, Member, officer, agent or employee of the Company shall, solely from Company assets, indemnify the Manager, Member, officer, agent or employee of the Company against judgments, settlements, penalties, fines or expenses, including attorney's fees, incurred by him in connection therewith, so long as his act or failure to act does not constitute willful misconduct, recklessness, a breach of loyalty, lack of good faith, intentional misconduct, knowing violation of law, or a transaction from which he derived an improper personal benefit. The indemnification rights herein contained shall be cumulative of, and in addition to, any and all other rights and remedies to which the Manager, Member, officer, agent or employee of the Company shall be entitled, whether pursuant to some other provision of this Agreement, at law or in equity.

*5.5 Limitation on Authority of Members.* No Member is an agent of the Company solely by virtue of being a Member, and no Member has authority to act for the Company solely by virtue of being a Member. Any Member who takes any action or binds the Company in violation of this Section 5.5 shall be solely responsible for any loss and expense incurred by the Company as a result of the unauthorized action and shall indemnify and hold the Company harmless with respect to the loss or expense.

*5.6 Third Party Consultants.* The Manager may consult with legal counsel, accountants, appraisers, management consultants and such other consultants and advisors ("Third Party Consultants") as it may deem necessary or advisable. The opinion of such Third Party Consultants as to matters that the Manager reasonably believes to be within such Third Party Consultant's professional or expert competence shall constitute full and complete authorization and protection in

respect of any action taken or suffered or omitted by the Manager in good faith and in accordance with such opinion, provided that the Manager acted reasonably and in good faith in the selection of such Person or in reliance on such opinion.

*5.7 Resignation of Manager.* Any Manager may resign at any time by giving written notice to the Company. The resignation of any Manager shall take effect upon the receipt of notice or at such time as shall be specified in the notice. The acceptance of the resignation shall not be necessary to make it effective.

*5.8 Removal of Manager.* If any one or more of the following events occurs, the Members may remove the Manager, and elect a new Manager: (i) The Manager's willful or intentional violation or reckless disregard of the Manager's duties to the Company; or (ii) The Manager's Involuntary Withdrawal, if it is a Member; or (iii) Any reason by vote of the Members if made for a legitimate business purpose. The determination of whether one or more of such events exist shall be made by those Members holding at least 75% of the Percentage Interest then held by Members and shall be final, binding and not reviewable unless the decision was based on a material mistake of fact or law or was arbitrary and capricious.

*5.9 Appointments of Managers.* Members shall fill any vacancies in positions of Manager by the vote of a *Majority in Interest*.

*5.10 Personal Service.* No Member shall be required to perform services for the Company solely by virtue of being a Member. Unless approved by the Manager, no Member shall perform services for the Company or be entitled to compensation for services performed for the Company or be entitled to reimbursement for expenses, including services associated with the listing of real property owned by the Company. Unless approved by all Members, the Managers shall not be entitled to compensation for services performed for the Company solely on the basis of being a Manager. However, upon substantiation of the amount and purpose thereof, the Managers shall be entitled to payment for non-manager services to the Company and for reimbursement for expenses reasonably incurred in connection with the activities of the Company.

*5.11 Duties of Parties.* The Manager shall devote such time to the business and affairs of the Company as is necessary to carry out the Manager's duties set forth in this Agreement. Except as otherwise expressly provided in Section 5.10, nothing in this Agreement shall be deemed to restrict in any way the rights of the Managers and any Member, or of any Affiliate of the Managers and any Member, to conduct any other business or activity whatsoever, and the Managers and any Member shall not be accountable to the Company or to any other Member with respect to that business or activity even if the business or activity competes with the Company's business. The organization of the Company shall be without prejudice to the Managers' and the Members' respective rights (or the rights of their respective Affiliates) to maintain, expand or diversify such other interests and activities and to receive and enjoy profits or compensation therefrom. Each

Member and the Manager waives any rights the Member and Managers might otherwise have to share or participate in such other interests or activities of the Managers, any other Member or the Managers' and Member's Affiliates. Each Member and the Managers understand and acknowledge that the conduct of the Company's business may involve business dealings and undertakings with Members and their Affiliates. In any of those cases, those dealings and undertakings shall be at arm's length and on commercially reasonable terms.

*5.12 Liability and Indemnification.* The Managers shall not be liable, responsible or accountable, in damages or otherwise, to any Member or to the Company for any act performed by the Managers within the scope of the authority conferred on the Managers by this Agreement, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the Company. The Company shall indemnify the Managers for any act performed by the Managers within the scope of the authority conferred on the Managers by this Agreement, except with respect to any matter as to which they shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the Company.

*5.13 Access to Information.* Upon reasonable demand and for any purpose reasonably related to the Member's interest as a Member, each Member may, subject to Section 5.6 hereof, obtain from the Company: (i) true and full information regarding the state of the business and financial condition of the Company and (ii) other information regarding the Company as is just and reasonable. The Managers shall have the absolute discretion to withhold any information from a Member requested under this Section 5.6 that the Managers deems to be in the nature of trade secrets or confidential information, the disclosure of which would not be in the best interest of the Company. The Managers shall not disclose any information to Members which is required by law or agreement with a third party to be kept confidential.

*5.14 Power of Attorney.*

*5.14.1 Grant of Power.* Each Member constitutes and appoints the Managers as the Member's true and lawful attorney in fact ("Attorney in Fact"), and in the Member's name, place and stead, to make, execute, sign, acknowledge and file: (i) one or more certificates of organization; (ii) all documents (including amendments to certificates of organization) which the Attorney in Fact deems appropriate to reflect any amendment, change or modification of this Agreement; (iii) any and all other certificates or other instruments required to be filed by the Company under the laws of the Commonwealth of Massachusetts or of any other state or jurisdiction, including, without limitation, any certificate or other instruments necessary in order for the Company to continue to qualify as a limited liability company under the laws of the

Commonwealth of Massachusetts; (iv) one or more fictitious or trade name certificates; (v) all documents which may be required to dissolve and terminate the Company and to cancel its certificate of organization; and (vi) all documents in furtherance of the purchasing, selling, developing, or mortgaging of real property of the company.

*5.14.2 Irrevocability.* The foregoing power of attorney is irrevocable and is coupled with an interest, and, to the extent permitted by applicable law, shall survive the death or disability of a Member. It also shall survive the Transfer of an Interest, except that if the transferee is admitted as a Member, this power of attorney shall survive the delivery of the assignment for the sole purpose of enabling the Attorney in Fact to execute, acknowledge and file any documents needed to effectuate the substitution. Each Member shall be bound by any representations made by the Attorney in Fact acting in good faith pursuant to this power of attorney, and each Member hereby waives any and all defenses which may be available to contest, negate or disaffirm the action of the Attorney in Fact taken in good faith under this power of attorney.

## **SECTION 6**

### **SALARIES, REIMBURSEMENT, AND PAYMENT OF EXPENSES**

*6.1 Organization Expenses.* All expenses incurred in connection with organization of the Company will be paid by the Company.

*6.2 Salary.* No salary will be paid to a Member for the performance of his or her duties under this Agreement unless the salary has been approved in writing by all of the Members.

*6.3 Legal and Accounting Services.* The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business.

## **SECTION 7**

### **BOOKS OF ACCOUNT, ACCOUNTING REPORTS, TAX RETURNS, FISCAL YEAR, BANKING**

*7.1 Bank Accounts.* All funds of the Company shall be deposited in a bank account or accounts opened in the Company's name. The Managers shall determine the

institution or institutions at which the accounts will be opened and maintained, the types of accounts, and the Persons who will have authority with respect to the accounts and the funds therein. Company funds will be invested or deposited with an institution, the accounts or deposits of which are insured or guaranteed by an agency of the United States government.

*7.2 Books and Records.* The Managers shall keep or cause to be kept complete and accurate books and records of the Company. These records shall include, but not be limited to: (i) a current list of the name and address of each Member and Manager; (ii) a copy of the Certificate of Organization and all Certificates of Amendment thereto (including powers of attorney executed in connection with these certificates); (iii) copies of the Company's federal, state, and local income tax returns and reports for the three most recent years; (iv) copies of this Operating Agreement and any documents incorporated by reference into this Operating Agreement; and (v) copies of any financial statements of the Company for the three most recent years. The books and records shall be maintained in accordance with sound accounting practices and shall be available at the Company's office in the Commonwealth for inspection and copying by any Member or the Member's duly authorized representative at any and all reasonable times during normal business hours. Each Member shall reimburse the Company for all costs and expenses incurred by the Company in connection with the Member's inspection and copying of the Company's books and records

*7.3 Annual Accounting Period.* The annual accounting period of the Company shall be the calendar year, subject to the requirements and limitations of Code.

*7.4 Reports.* Within seventy-five (75) days after the end of each taxable year of the Company, the Managers shall cause to be sent to each Person who was a Member at any time during the taxable year then ended: (i) an annual compilation report, prepared by the Company's independent accountants in accordance with standards issued by the American Institute of Certified Public Accountants; and (ii) a report summarizing the fees and other remuneration paid by the Company to any Member, the Managers or any Affiliate in respect of the taxable year. In addition, within seventy-five (75) days after the end of each taxable year of the Company, the Managers shall cause to be sent to each Person who was a Member at any time during the taxable year then ended, that tax information concerning the Company which is necessary for preparing the Member's income tax returns for that year. At the request of 50% of the Members, and at the requesting Members' expense, the Managers shall cause an audit of the Company's books and records to be prepared by independent accountants for the period requested by the Member.

*7.5 Tax Matters Partner.* The Managers shall be the Company's tax matters partner ("Tax Matters Partner"). The Tax Matters Partner shall have all powers and responsibilities. The Tax Matters Partner shall keep all Members informed of all notices from government taxing authorities which may come to the attention of the Tax Matters Partner. The Company shall pay and be responsible for all reasonable



third-party costs and expenses incurred by the Tax Matters Partner in performing those duties. A Member shall be responsible for any costs incurred by the Member with respect to any tax audit or tax-related administrative or judicial proceeding against any Member, even though it relates to the Company. The Tax Matters Partner shall not compromise any dispute with the Internal Revenue Service without the approval of the Members.

*7.6 Tax Elections.* The Managers shall have the authority to make all Company elections permitted under the Code, including without limitation elections of methods of depreciation and elections. The decision to make or not make an election shall be at the Manager's sole and absolute discretion, subject only to his obligation to act in the best interest of the Company and the Members.

*7.7 Title to Company Property.* Except as provided in this Section 7.8, all real and personal property acquired by the Company shall be acquired and held by the Company in its name. The Managers may direct that legal title to all or any portion of the Company's property be acquired or held in a name other than the Company's name. Without limiting the foregoing, the Managers may cause title to be acquired and held in its name or in the names of trustees, nominees or straw parties for the Company. It is expressly understood and agreed that the manner of holding title to the Company's property (or any part thereof) is solely for the convenience of the Company and all property held in the name or names of trustees, nominees or straw parties shall nevertheless be treated as Company property.

## **SECTION 8**

### **TRANSFER OF MEMBERSHIP INTEREST**

*8.1 Sale or Encumbrance Prohibited.* Except as otherwise permitted in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, pledge, assign, or otherwise dispose of (collectively, "Transfer") an interest in the Company without the prior written consent of a majority of the other non-transferring Members determined on a per capita basis.

*8.2 Right of First Refusal.* Notwithstanding Section 8.1, a Member may transfer all or any part of the Member's interest in the Company (the "Interest") as follows:

- 8.2.1 The Member desiring to transfer his or her Interest first must provide written notice (the "Notice") to the Manager and other Members specifying the price (the "Transfer Purchase Price") and terms on which the Member is prepared to sell the Interest (the "Offer").
- 8.2.2 The Offer shall be and remain irrevocable for a period (the "Offer Period") ending at 11:59 P.M., local time at the Company's principal office, on the thirtieth (30th) day following the date the Transfer Notice is given to the Company. At any time during the Offer Period, the

Company may accept the Offer by giving written notice to the Transferor of its acceptance (the "Offeree Notice"). The Transferor shall not be deemed a Member for the purpose of the vote on whether the Company shall accept the Offer. If the Company accepts the Offer, the Offeree Notice shall fix a closing date (the "Transfer Closing Date") for the purchase, which shall not be earlier than ten (10) or more than ninety (90) days after the expiration of the Offer Period.

- 8.2.3 If the Company accepts the Offer, the Transfer Purchase Price shall be paid in immediately available funds on the Transfer Closing Date unless the Company elects prior to or on the Transfer Closing Date to pay the Transfer Purchase Price in installments pursuant to the provisions of Section 8.3 of this Agreement
- 8.2.4 If the Company rejects the Offer, the Members may acquire all, but not less than all, of the Interest at the price and under the terms specified in the Offer. If the other Members desiring to acquire the Interest cannot agree among themselves on the allocation of the Interest among them, the allocation will be proportional to the Ownership Interests of those Members desiring to acquire the Interest.
- 8.2.5 Closing of the sale of the Interest will occur as stated in the Offer; provided, however, that the closing will not be less than 45 days after expiration of the 30-day notice period.
- 8.2.6 If the other Members fail or refuse to notify the transferring Member of their desire to acquire all of the Interest proposed to be transferred within the 30-day period following receipt of the Notice, then the Members will be deemed to have waived their right to acquire the Interest on the terms described in the Offer, and the transferring Member may sell and convey the Interest consistent with the Offer to any other person or entity; provided, however, that notwithstanding anything in Section 8.2 to the contrary, should the sale to a third person be at a price or on terms that are more favorable to the purchaser than stated in the Offer, then the transferring Member must reoffer the sale of the Interest to the remaining Members at that other price or other terms; provided, further, that if the sale to a third person is not closed within six months after the expiration of the 30-day period describe above, then the provisions of Section 8.2 will again apply to the Interest proposed to be sold or conveyed.
- 8.2.7 Notwithstanding the foregoing provisions of Section 8.2, should the sole remaining Member be entitled to and elect to acquire all the Interests of the other Members of the Company in accordance with the provisions of Section 8.2, the acquiring Member may assign the right to acquire the Interests to a spouse, lineal descendent, or an affiliated entity if the assignment is reasonably believed to be necessary to continue the existence of the Company as a limited liability company.

**8.3 Installment Purchase.** If the Company elects to pay the Purchase Price on an

installment basis (the "Indebtedness"), the Company shall evidence the obligation to pay the Indebtedness by executing and delivering under seal its or their promissory note, payable in 120 monthly installments of principal and interest to the withdrawn Member or the Transferor (the "Payee"). Interest shall be at a fixed rate of eight (8.0%) percent.

*8.4 Substituted Parties.* Any transfer in which the Transferee becomes a fully substituted Member is not permitted unless and until: (i) the transferor and assignee execute and deliver to the Company the documents and instruments of conveyance necessary or appropriate in the opinion of counsel to the Company to effect the transfer and to confirm the agreement of the permitted assignee to be bound by the provisions of this Agreement; and (ii) the transferor furnishes to the Company an opinion of counsel, satisfactory to the Company, that the transfer will not cause the Company to terminate for federal income tax purposes or that any termination is not adverse to the Company or the other Members.

*8.5 Death, Incompetency, or Bankruptcy of Member.* On the death, adjudicated incompetence, or bankruptcy of a Member, unless the Company exercises its rights under Section 8.5, the successor in interest to the Member (whether an estate, bankruptcy trustee, or otherwise) will receive only the economic right to receive distributions whenever made by the Company and the Member's allocable share of taxable income, gain, loss, deduction, and credit (the "Economic Rights") unless and until a majority of the other Members determined on a per capita basis admit the transferee as a fully substituted Member in accordance with the provisions of Section 8.3.

*8.5.1* Any transfer of Economic Rights pursuant to Section 8.4 will not include any right to participate in management of the Company, including any right to vote, consent to, and will not include any right to information on the Company or its operations or financial condition. Following any transfer of only the Economic Rights of a Member's Interest in the Company, the transferring Member's power and right to vote or consent to any matter submitted to the Members will be eliminated, and the Ownership Interests of the remaining Members, for purposes only of such votes, consents, and participation in management, will be proportionately increased until such time, if any, as the transferee of the Economic Rights becomes a fully substituted Member.

*8.6* Notwithstanding the foregoing provision of Section 8, the Members covenant and agree that on the death of any Member, the Company, at its option, by providing written notice to the estate of the deceased Member within 180 days of the death of the Member, may purchase, acquire, and redeem the Interest of the deceased Member in the Company pursuant to the provision of Section 8.5.

- 8.6.1 The value of each Member's Interest in the Company will be determined by a existing appraisal of the assets of the Company performed by a certified appraiser conducted by the Company's mortgage lender. However, if the latest valuation is more than two years before the death of the deceased Member, the provisions of Section 8.5.2 will apply in determining the value of the Member's Interest in the Company.
- 8.6.2 If the Members have failed to value the deceased Member's Interest within the prior two-year period, the value of each Member's Interest in the Company on the date of death, in the first instance, will be determined by mutual agreement of the surviving Members and the personal representative of the estate of the deceased Member. If the parties cannot reach an agreement on the value within 30 days after the appointment of the personal representative of the deceased Member, then the surviving Members and the personal representative each must select a qualified appraiser within the next succeeding 30 days. The appraisers so selected must attempt to determine the value of the Company Interest owned by the decedent at the time of death based solely on their appraisal of the total value of the Company's assets and the amount the decedent would have received had the assets of the Company been sold at that time for an amount equal to their fair market value and the proceeds (after payment of all Company obligations) were distributed in the manner contemplated in Section 8. The appraisal may not consider and discount for the sale of a minority Interest in the Company. In the event the appraisers cannot agree on the value within 30 days after being selected, the two appraisers must, within 30 days, select a third appraiser. The value of the Interest of the decedent in the Company and the purchase price of it will be the average of the two appraisals nearest in amount to one another. That amount will be final and binding on all parties and their respective successors, assigns, and representatives. The costs and expenses of the third appraiser and any costs and expenses of the appraiser retained but not paid for by the estate of the deceased Member will be offset against the purchase price paid for the deceased Member's Interest in the Company.
- 8.6.3 Closing of the sale of the deceased Member's Interest in the Company will be held at the office of the Company on a date designated by the Company, not be later than 90 days after agreement with the personal representative of the deceased Member's estate on the fair market value of the deceased Member's Interest in the Company; provided, however, that if the purchase price are determined by appraisals as set forth in Section 8.5.2, the closing will be 30 days after the final appraisal and purchase price are determined. If no personal representative has been appointed within 60 days after the deceased Member's death, the surviving Members have the right to apply for and have a personal representative appointed.

8.6.4 At closing, the Company will pay the purchase price for the deceased Member's Interest in the Company. If the purchase price is less than \$1,000.00, the purchase price will be paid in cash; if the purchase price is \$1,000.00 or more, the purchase price will be paid as follows:

8.6.4.1 \$1,000.00 in cash, bank cashier's check, or certified funds;

8.6.4.2 The balance of the purchase price by the Company executing and delivering its promissory note for the balance, with interest at the prime interest rate stated by primary banking institution utilized by the Company, its successors and assigns, at the time of the deceased Member's death. Interest will be payable monthly, with the principal sum being due and payable in three equal annual installments. The promissory note will be unsecured and will contain provisions that the principal sum may be paid in whole or in part at any time, without penalty.

8.6.5 At the closing, the deceased Member's estate or personal representative must assign to the Company all of the deceased Member's Interest in the Company free and clear of all liens, claims, and encumbrances, and, at the request of the Company, the estate or personal representative must execute all other instruments as may reasonably be necessary to vest in the Company all of the deceased Member's right, title, and interest in the Company and its assets. If either the Company or the deceased Member's estate or personal representative fails or refuses to execute any instrument required by this Agreement, the other party is hereby granted the irrevocable power of attorney which, it is agreed, is coupled with an interest, to execute and deliver on behalf of the failing or refusing party all instruments required to be executed and delivered by the failing or refusing party.

8.6.6 On completion of the purchase of the deceased Member's Interest in the Company, the Ownership Interests of the remaining Members will increase proportionately to their then-existing Ownership Interests.

## **SECTION 9**

### **DISSOLUTION AND WINDING UP OF THE COMPANY**

9.1 *Dissolution.* The Company will be dissolved on the happening of any of the following events:

9.1.1 Sale, transfer, or other disposition of all or substantially all of the property of the Company;

9.1.2 The agreement of all of the Members;

9.1.3 By operation of law; or

9.1.4 The death, incompetence, expulsion, or bankruptcy of a Member, or the occurrence of any event that terminates the continued membership of a Member in the Company, unless there are then remaining at least the minimum number of Members required by law and all of the remaining Members, within 120 days after the date of the event, elect to continue the business of the Company.

*9.2 Winding Up.* On the dissolution of the Company (if the Company is not continued), the Members must take full account of the Company's assets and liabilities, and the assets will be liquidated as promptly as is consistent with obtaining their fair value, and the proceeds, to the extent sufficient to pay the Company's obligations with respect to the liquidation, will be applied and distributed, after any gain or loss realized in connection with the liquidation has been allocated in accordance with Section 3 of this Agreement, and the Members' Capital Accounts have been adjusted to reflect the allocation and all other transactions through the date of the distribution, in the following order:

9.2.1 To payment and discharge of the expenses of liquidation and of all the Company's debts and liabilities to persons or organizations other than Members;

9.2.2 To the payment and discharge of any Company debts and liabilities owed to Members; and

9.2.3 To Members in the amount of their respective adjusted Capital Account balances on the date of distribution; provided, however, that any then outstanding Default Advances (with interest and costs of collection) first must be repaid from distributions otherwise allocable to the Defaulting Member pursuant to Section 9.2.3.

## **SECTION 10**

### **GENERAL PROVISIONS**

*10.1 Amendments.* Amendments to this Agreement may be proposed by any Member. A proposed amendment will be adopted and become effective as an amendment only on the written approval of all of the Members.

*10.2 Governing Law.* This Agreement and the rights and obligations of the parties under it are governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts (without regard to principles of conflicts of law).

*10.3 Entire Agreement; Modification.* This Agreement constitutes the entire understanding and agreement between the Members with respect to the subject matter of this Agreement. No agreements, understandings, restrictions,

representations, or warranties exist between or among the members other than those in this Agreement or referred to or provided for in this Agreement. No modification or amendment of any provision of this Agreement will be binding on any Member unless in writing and signed by all the Members.

*10.4 Specific Performance.* The parties recognize that irreparable injury will result from a breach of any provision of this Agreement and that money damages will be inadequate to fully remedy the injury. Accordingly, in the event of a breach or threatened breach of one or more of the provisions of this Agreement, any party who may be injured (in addition to any other remedies which may be available to that party) shall be entitled to one or more preliminary or permanent orders (i) restraining and enjoining any act which would constitute a breach or (ii) compelling the performance of any obligation which, if not performed, would constitute a breach.

*10.5 Attorney Fees.* In the event of any suit or action to enforce or interpret any provision of this Agreement (or that is based on this Agreement), the prevailing party is entitled to recover, in addition to other costs, reasonable attorney fees in connection with the suit, action, or arbitration, and in any appeals. The determination of who is the prevailing party and the amount of reasonable attorney fees to be paid to the prevailing party will be decided by the court or courts, including any appellate courts, in which the matter is tried, heard, or decided.

*10.6 Further Effect.* The parties agree to execute other documents reasonably necessary to further effect and evidence the terms of this Agreement, as long as the terms and provisions of the other documents are fully consistent with the terms of this Agreement.

*10.7 Severability.* If any term or provision of this Agreement is held to be void or unenforceable, that term or provision will be severed from this Agreement, the balance of the Agreement will survive, and the balance of this Agreement will be reasonably construed to carry out the intent of the parties as evidenced by the terms of this Agreement.

*10.8 Captions.* The captions used in this Agreement are for the convenience of the parties only and will not be interpreted to enlarge, contract, or alter the terms and provisions of this Agreement.

IN WITNESS WHEREOF, the parties to this Agreement execute this Operating Agreement as of the date and year first above written.

Vedi Naturals LLC, a Massachusetts  
limited liability company

A handwritten signature in black ink, appearing to read "Jigar Patel", written over a horizontal line.

By: Jigar Patel, Manager



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**Listing of Members – Schedule 1**

LIMITED LIABILITY COMPANY OPERATING AGREEMENT  
FOR VEDI NATURALS LLC  
LISTING OF MEMBERS

<u>Name and Address</u>	<u>Percentage Interest</u>
Jigar Patel 3 Craig Drive Clinton, MA 01510	100%



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



VEDI NATURALS LLC  
3 CRAIG DR  
CLINTON MA 01510-1341

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

Affidavit

**Name of Applicant**

Vedi Naturals LLC

**Name of Affiant**

Jigar Patel

**RE: Vedi Naturals LLC – Request For More Information: License Application  
(MRN283056)**

To assist in the above-captioned request, the Affiant certifies the following:

1. Vedi Naturals LLC (the “Company”) has not yet hired any employees. As a result, the Company has neither registered with the Department of Unemployment Assistance (DUA) nor obtained a Certificate of Good Standing from DUA.

Signed under the pains and penalties of perjury on this 8<sup>th</sup> day of April, 2020.

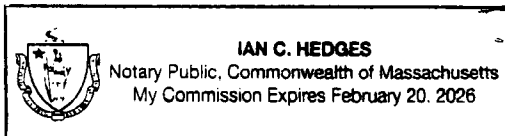
Jigar Patel



COMMONWEALTH OF MASSACHUSETTS

Worcester, ss.

On this 8 day of April, 2020, before me personally appeared Jigar Patel, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the party executing the foregoing instrument; and she acknowledged said instrument, by her executed, to be her free act and deed for the purposes therein expressed.



Ian C. Hedges, Notary Public  
My Commission Expires: February 20, 2026



### **PLAN FOR OBTAINING LIABILITY INSURANCE**

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

## **EXECUTIVE SUMMARY**

### **1.1 Mission Statement**

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

### **1.2 Product**

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

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

### **1.3 Customers**

Vedi Naturals’ target customers are consumers 21 years of age and older who live and work in the City of Marlborough and surrounding communities in both the Middlesex, and Worcester counties. Our target customers will be seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently located retail establishment.

### **1.4 What Drives Us**

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

## **2. COMPANY DESCRIPTION**

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

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

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

### **2.2 Operations**

Vedi Naturals has executed a binding Letter of Intent to lease units F & G of 505 Boston Post Road, West, Marlborough for use as a Marijuana Retailer Establishment. 505 Boston Post Road (West) is a multi-tenant retail plaza with our proposed space estimated to take up about 2,350 square feet of commercial/retail space. Although the building is in good condition, Vedi Naturals intends to make significant modifications to the facility to renovate interior conditions and install state-of-the-art security systems. There is ample existing parking on site for customers and employees of our business and our neighboring businesses. Also, there is enough room to expand the current parking lot by at least 5 spaces if required. We will be assessing that need further upon entering the special permit process.

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

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

### **2.3 Inventory Procedures**

Vedi Naturals will establish inventory controls and procedures for reviewing comprehensive inventories of marijuana products; conduct a monthly inventory of finished and stored marijuana; conduct a comprehensive 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.

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

Vedi Naturals will maintain records which will be available for inspection by the Commission and host upon request. The records will be maintained in accordance with generally accepted accounting principles. Records will be maintained for at least 12 months.

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

## **2.4 Security**

Vedi Naturals 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.

Vedi Naturals' 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 municipal Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of the dispensary and surrounding area will be sufficiently lit, and foliage will be minimized to ensure clear visibility of the area at all times.

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

On-site consumption of marijuana by Vedi Naturals' employees and visitors will be prohibited. All reported or witnessed cases will be reported to local law enforcement and the CCC. Vedi Naturals will have security personnel on-site during business hours.

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

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

Vedi Naturals looks forward to working cooperatively with the City of Marlborough to ensure that Vedi Naturals operates as a responsible, contributing member of the local community. Vedi Naturals anticipates establishing a mutually beneficial relationship with the City in exchange for

permitting Vedi Naturals to site and operate. The City stands to benefit in various ways, including but not limited to the following:

- a. Jobs.** Vedi Naturals estimates adding 15 - 25 full-time jobs for qualified Marlborough residents, in addition to hiring qualified, local contractors and vendors. Dispensary positions will at minimum include: 1 security guard, 1 manager/supervisor, and 3-4 dispensing agents, so we're expecting about 6 employees in the building at once.
- b. Host Community Agreement.** A Host Community Agreement under which Vedi Naturals will make significant community impact payments to the City will provide additional financial benefits beyond local property taxes to fund a variety of community and local programs, services, or organizations.
- c. Access to Quality Legal Product for Consumers.** Vedi Naturals will ensure only qualified consumers ages 21 and over are able to purchase consistent, high-quality marijuana and marijuana products that are regulated and tested for cannabinoid content and contaminants. This will help to eliminate the current black market, in which consumers and patients are not required to verify their age and marijuana products are not tested.
- d. Local Sales Tax Revenue.** The City will receive additional tax revenue through the adoption of a local sales tax of 3% on each retail sale to consumers.
- e. Control.** In addition to the Commission, the Marlborough Police Department and other municipal departments will have oversight over Vedi Naturals' security systems and processes.
- f. Responsibility.** Vedi Naturals is comprised of experienced professionals who will be thoroughly background checked and vetted by the Commission.
- g. Economic Development.** Vedi Naturals' project will revitalize the surrounding area and contribute to the overall economic development of the local community.

## **2.6 Zoning and Local Compliance**

Vedi Naturals will always remain compliant with the local zoning requirements set forth in the City of Marlborough's Zoning Ordinance. In accordance with the Zoning Ordinance, Vedi Naturals' proposed Marijuana Retail Establishment plans to locate at 505 Boston Post Road West, zoned in the Business (B) District along Rt. 20, specified for Marijuana Retail Establishments.

In compliance with 935 CMR 500.110(3) and the Local Zoning Ordinance - Section 650-32 Subsection F.1 - Vedi Naturals' proposed facility is not located within five hundred (500) feet of a public or private school providing education to children in kindergarten or grades 1 through 12. We have worked with the Mayor's Office directly to conduct a proper measuring of the distance. Using the assessor's online mapping software and the City of Marlborough's By-Laws, the Marlborough Mayor's Office and VN have collectively concluded that the proposed space is



located 520 feet away from 497 Northboro Road, West, Marlborough, MA 01752 - also known as: Our Future Learning Center Inc. who provides care for children from the ages of 2 months to Kindergarten. When measuring, we considered “the nearest point of the building in which the school or day care center in question is located, to the nearest point of the building within which the proposed adult use marijuana retail business” (F.2) , as stated in the City’s Bylaws. The 520 feet distance was confirmed from a contracted land surveyor via ground instrument survey.

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

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

### **3. MARKET RESEARCH**

#### **3.1 Industry**

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

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

#### **3.2 Customers**

The City of Marlborough’s population is approximately 40,000, with the population of entire Middlesex County being approximately 1,615,000; and Worcester County bring in about 826,000 people.

Vedi Naturals’ target customers are consumers 21 years of age or older who live in, work in and visit the City of Marlborough and the surrounding communities in Middlesex and Worcester County and who are seeking to purchase high-quality marijuana and marijuana products in a secure, professional, welcoming and conveniently-located retail establishment.

### **3.3 Competitors**

Vedi Naturals' main competitors will include other licensed adult-use Marijuana Retailer Establishments in the City of Marlborough, such as Garden Remedies Inc. But, maintaining a healthy competition is always within our top interests. Also, we intend to fully cooperate in a professional, communicative manner with, our competition, City Law Enforcement and the CCC to keep all informed by working to solve concerns or issues about customer and business safety when in doubt or in any alerted matter where our acknowledgement or involvement is required. We find it quite important to stay in touch with our neighbors and businesses of similar nature to keep track of illicit and alarming activity. It's also in our interest to understand how many more Marijuana Retail Establishments the City of Marlborough plans to allow in future. We are keeping up with the scope of the industry as it evolves and how communities in Middlesex County react towards our type of business. Also, with the City of Worcester in proximity and Worcester County as our neighbor, there is already existing competition nearby, ultimately leveling the playing field once Marlborough fully establishes two Marijuana Retail Establishments.

### **3.4 Competitive Advantage**

Our competitive advantage starts with our unique team. From start-up to operational, the founder's vision to fill the gaps in the Massachusetts cannabis market is the motive. From studying and experiencing the medical cannabis industry as an Agent, Patient, and Caregiver; and through continuing to research the recreational market is giving us insight on what types of products consumers are searching for. There is a need for healthier cannabis products, from hardware to ethical, and organic ingredients in our end products, we're committed to providing a healthy Ayur(VEDI)c styled approach to cannabis. "Ayurvedic" in this context refers to the general wellness of consuming natural plant-based herbs. Our marketing team will launch creative methods of deploying our cannabis product's attributes along with consumer education to adults in ways that are not-sales or promotions driven. Based on the future architectural layout of our dispensary, we plan to shape the experience of our store visit accordingly to make it as unique as possible to stand out from competitors. We would like to promote mindful consumption which spreads the idea of consuming the least amount needed to attain the desired effect, as well as incorporating a lifestyle of yoga and meditation.

## **4. PRODUCT / SERVICE**

### **4.1 Products**

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

1. Sativa, Indica, Hybrid & CBD Cannabis Flower
2. Creams and Lotions
3. Topical Salves
4. Patches

5. Tinctures
6. Pre-Dosed Oil Vaporizers
7. Concentrates
8. Infused Food Products and Beverages
9. Capsules

## **4.2 Dispensary Procedures**

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

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

Once a customer has selected products for purchase, a Vedi Naturals' agent will collect the requested items from a secure product storage area. The agent will then scan each product's barcode into the Commission-approved point of sale system. All products will be packaged in tamper and child-resistant, resealable packaging that is compliant with 935 CMR 500.105(5) and properly labeled with warnings, strain information, cannabinoid profile, and other information detailed in 935 CMR 500.105.

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

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

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

### **4.3 Pricing Structure**

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

## **5. MARKETING & SALES**

### **5.1 Growth Strategy**

Vedi Naturals' plan to grow the company includes:

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

Vedi Naturals plans to seek additional, appropriate locations in the Commonwealth to expand business and reach an increased number of customers in the future.

### **5.2 Communication**

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

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

Vedi Naturals will communicate with customers through:

1. A company run website;
2. A company blog;

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

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

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

### **5.3 Product Packaging**

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

### **5.4 Branding and Logos**

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

Samples of the logos are included below:

## **6. FINANCIAL SUMMARY**

Vedi Naturals is well-funded and has the experience to establish a successful, compliant retail operation in a timely manner. Company's proposed facility in Marlborough is an existing structure that will not require capital and time-intensive construction.

## Vedi Naturals

### Financial Projections

505 Boston Post Road West, Marlborough, MA 01752

Item	2020	2021	2022	2023	2024
<b>Revenue</b>					
Gross Sales	\$ 3,375,000	\$ 4,800,000	\$ 4,200,000	\$ 3,600,000	\$ 3,360,000
Cost of Goods	\$ 1,687,500	\$ 2,400,000	\$ 2,100,000	\$ 1,800,000	\$ 1,680,000
Gross Profit	\$ 1,687,500	\$ 2,400,000	\$ 2,100,000	\$ 1,800,000	\$ 1,680,000
<b>Expenses</b>					
Labor	\$ 350,000	\$ 360,500	\$ 371,315	\$ 382,454	\$ 393,928
Security labor	\$ 100,000	\$ 103,000	\$ 106,090	\$ 109,273	\$ 112,551
Labor taxes	\$ 49,500	\$ 49,500	\$ 49,500	\$ 49,500	\$ 49,500
Rent	\$ 120,000	\$ 126,000	\$ 132,300	\$ 138,915	\$ 145,861
Property NNN Charges	\$ 18,000	\$ 18,540	\$ 19,096	\$ 19,669	\$ 20,259
Utility	\$ 600	\$ 618	\$ 637	\$ 656	\$ 675
Security monitoring	\$ 1,800	\$ 1,854	\$ 1,910	\$ 1,967	\$ 2,026
Accounting	\$ 9,000	\$ 9,270	\$ 9,548	\$ 9,835	\$ 10,130
Legal compliance	\$ 12,000	\$ 12,360	\$ 12,731	\$ 13,113	\$ 13,506
Phone/Internet	\$ 1,500	\$ 1,545	\$ 1,591	\$ 1,639	\$ 1,688
Local taxes	\$ 101,250	\$ 104,288	\$ 107,416	\$ 110,639	\$ 113,958
Charitable Contributions	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275
Other	\$ 20,000	\$ 20,600	\$ 21,218	\$ 21,855	\$ 22,510
IRC 280E tax on deductions	\$ 267,278	\$ 275,296	\$ 283,555	\$ 292,061	\$ 300,823
Total Expenses	\$ 1,100,928	\$ 1,134,870	\$ 1,169,951	\$ 1,206,211	\$ 1,243,691
Earnings before income tax	\$ 586,573	\$ 1,265,130	\$ 930,049	\$ 593,789	\$ 436,309
Total Lbs of cannabis Sold	750	1200	1200	1200	1200
Average retail price	\$ 4,500	\$ 4,000	\$ 3,500	\$ 3,000	\$ 2,800

## **7. TEAM**

### **7.1 General**

Vedi Naturals has assembled a team of experienced professionals with a diverse set of talents to operate a Marijuana Retailer Establishment, including the Massachusetts Medical Marijuana Program, software development, small retail businesses, hotels and restaurants.

### **7.1 Executive Management Team**

#### **7.1.1 Jigar Patel, *Director, President, Chief Executive Officer***

Jigar Patel received his Bachelor of Science in Business Administration concentration in Marketing and Entrepreneurship from the University of Massachusetts, Lowell. There he co-led a market research project that introduced the emergence of the university's Fabric Discovery Center and Fashion Makerspace. He also has a range of experience in the development of startup businesses by introducing new products into their respective markets. He was introduced to the cannabis industry by becoming a medical cannabis caregiver for his grandmother with neuropathy and a rare skin disorder, which he researched and made an effort to resolve through cannabis topicals. His quest to help his grandmother find relief became a motivated effort through his time at Garden Remedies Inc. in Newton, MA as a dispensing agent in 2017-2018. There he explored topics such as: cannabinoids, various components of the plant, methods of titration, effects and side-effects of medicines, dosing, and overall healthy consumption. He left on a great note to finish his graduate studies in Innovation and Emerging Technologies through the Starting a New Venture Program, Masters in Entrepreneurship at UMass Lowell. Now, he's driven to continue promoting cannabis healing by pursuing his entrepreneurial journey through this proposed retail marijuana venture.

#### **7.1.2 Matt Porter, *Chief Compliance Advisor***

Attorney Matthew S. Porter is an associate in the firm Vieira & DiGianfilippo Ltd. He is a Western New England University School of Law graduate and has been practicing law since 2008. His practice includes representing clients in all aspects of business transactions, lease negotiation and licensing matters. Attorney Porter appears regularly before local and State liquor licensing boards. He has recently started working on Massachusetts Cannabis Control Commission applications for the nascent cannabis industry and well acquainted with the Massachusetts 935 CMR 500. Additionally, his practice includes residential and commercial real estate, commercial closing and residential closing. He is a member of the State and Federal Bar of Massachusetts.

### 7.1.3 Andy Wilder, Chief Security Advisor

Andy has over 30 years of dedicated experience in sales, and over 20 years in the physical security industry. Andy has held positions as National Sales Manager and Director of Sales where he developed and strengthened relationships with his customers and staff. Andy's customer relationships span a wide range of verticals including Hospitals, Property Management Companies, Universities and School Districts, Federal & State Agencies, local Government Facilities, and many other private and National Commercial Accounts. He has designed, sold, and serviced security systems for numerous federal and state agencies, for which he has acquired all necessary security clearances. Andy has also held management positions at numerous security equipment manufacturers and has sold customized systems for access control, surveillance, intrusion, intercom, emergency notification, and active shooter programs. In addition, he designs and installs unique doors and electronic gate systems along with fences to secure entrances / exits to building facilities.

## **8. CONCLUSION**

Vedi Naturals intends to efficiently serve customers and patients with high quality, consistent, laboratory-tested marijuana and marijuana products in Marlborough, MA.

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



## **PLAN FOR SEPARATING RECREATIONAL FROM MEDICAL OPERATIONS**

Vedi Naturals LLC. (“Vedi Naturals”) intends to only pursue licensure for an adult-use marijuana establishment, but in the event Vedi Naturals pursues and is granted a medical license, it has developed plans to ensure virtual and physical separation between medical and adult use marijuana operations in accordance with 935 CMR 500.101(2)(e)(4).

Using a sophisticated and customized seed-to-sale and Point of Sale (POS) software system approved by the Commission, Vedi Naturals will virtually separate medical and adult-use operations by designating at the point of sale whether a particular marijuana product is intended for sale to a registered patient/caregiver or a verified consumer 21 years of age or older. All inventory and sales transactions will be carefully tracked and documented in these software systems.

In compliance with 935 CMR 500.140(10), Vedi Naturals will ensure that registered patients have access to a sufficient quantity and variety of marijuana and marijuana products to meet their medical needs. For the first 6 months of operations, 35% of Vedi Naturals’ marijuana product inventory will be marked for medical use and reserved for registered patients. Thereafter, a quantity and variety of marijuana products for patients that is sufficient to meet the demand indicated by an analysis of sales data collected during the preceding 6 months will be marked and reserved for registered patients.

Marijuana products reserved for registered patients will be either: (1) maintained on site in an area separate from marijuana products intended for adult use, or (2) easily accessible at another Vedi Naturals location and transferable to Vedi Naturals ’s retailer location within 48 hours. Vedi Naturals may transfer a marijuana product reserved for medical use to adult use within a reasonable period of time prior to the product’s date of expiration.

In addition to virtual separation, Vedi Naturals will provide for physical separation between the area designated for sales of medical marijuana products to patients/caregivers, and the area designated for sales of adult-use marijuana products to individuals 21 years of age or older. Within the sales area, a temporary or semi-permanent barrier, such as a stanchion or other divider, will be installed to create separate, clearly marked lines for patients/caregivers and adult-use consumers. Trained marijuana establishment agents will verify the age of all individuals, as well the validity of any Medical Use of Marijuana Program ID Cards, upon entry to the facility and direct them to the appropriate queue.

Access to the adult-use marijuana queue will be limited to individuals 21 years of age or older, regardless if the individual is registered as a patient/caregiver. Registered patients under the age of 21 will only have access to the medical marijuana queue. Registered patients/caregivers 21 years of age or older will be permitted to access either queue and will not be limited only to the medical marijuana queue.

Vedi Naturals will have a separate area within the sales floor to allow a registered patient/caregiver to meet with a trained marijuana establishment agent for confidential consultations about the medical use of marijuana.

## PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(5)(b), the facility operated by Vedi Naturals LLC. (“Vedi Naturals”) will only be accessible by consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a Vedi Naturals agent will immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

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

Pursuant to 935 CMR 500.105(4), Vedi Naturals will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. Vedi Naturals will not engage in any advertising, marketing and branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data. Vedi Naturals will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b).

In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. Vedi Naturals’ website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## QUALITY CONTROL AND TESTING

### Quality Control

Vedi Naturals LLC. (“Vedi Naturals”) will comply with the following sanitary requirements:

1. Any Vedi Naturals agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any Vedi Naturals 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. Vedi Naturals’ 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 Vedi Naturals’ 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. Vedi Naturals’ facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. Vedi Naturals 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. Vedi Naturals’ floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
7. Vedi Naturals’ facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. Vedi Naturals’ buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
9. Vedi Naturals will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. Vedi Naturals will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. Vedi Naturals’ plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable

waste from the marijuana establishment. There will be no cross-connections between the potable and wastewater lines;

13. Vedi Naturals will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. Vedi Naturals 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. Vedi Naturals 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.

Vedi Naturals' vendor supply 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).

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

Vedi Naturals 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 Vedi Naturals to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

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

### Testing

Vedi Naturals 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 Vedi Naturals' obtained marijuana products will be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November 2016, published by the DPH. Testing of Vedi Naturals' 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 DPH.

Vedi Naturals' policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the Commission within 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.

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

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

## RECORDKEEPING PROCEDURES

### General Overview

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

### Recordkeeping

To ensure that Vedi Naturals 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 Vedi Naturals’ quarter-end closing procedures. In addition, Vedi Naturals’ 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
  - 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) and at a minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;

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

- Within ten (10) calendar days, Vedi Naturals will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Vedi Naturals for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.
- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - If and when marijuana or marijuana products are disposed of, Vedi Naturals' 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 Vedi Naturals agents present during the disposal or handling, with their signatures. Vedi Naturals will keep disposal records for at least three (3) years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the Commission upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records
  - Vedi Naturals will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
  - In the event Vedi Naturals closes, all records will be kept for at least two (2) years at Vedi Naturals' expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission. In addition, Vedi Naturals 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 Vedi Naturals' operations will be updated on an ongoing basis as needed and undergo a review



by the executive management team on an annual basis. Policies and Procedures will include the following:

- Security measures in compliance with 935 CMR 500.110;
- Agent security policies, including personal safety and crime prevention techniques;
- A description of Vedi Naturals' hours of operation and after-hours contact information, which will be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
- Storage of marijuana in compliance with 935 CMR 500.105(11);
- Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
  - Diverted marijuana, which will be reported the Police Department and to the Commission;
  - Engaged in unsafe practices with regard to Vedi Naturals operations, which will be reported to the Commission; or
  - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all executives of Vedi Naturals, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on Vedi Naturals' website.
- Policies and procedures for the handling of cash on Vedi Naturals premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy

generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;

- Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

#### Record-Retention

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

## MAINTAINING OF FINANCIAL RECORDS

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

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.
- All recordkeeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which will include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If co-located with a medical marijuana treatment center, maintaining and providing the Commission on a biannual basis accurate sales data collected by the licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).
- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the Commission’s regulations.

## QUALIFICATIONS AND TRAINING

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

### Qualifications

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

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

### Training

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

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

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

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

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

## **Diversity Plan**

### ***Intent***

Kośa is committed to creating a diverse workforce by utilizing hiring practices that do not discriminate against women, minorities, veterans, persons with disabilities, and LGBTQ+ individuals. Furthermore, it is our belief that the more diverse and inclusive our team is, the more successful Kośa will be in Massachusetts as we seek to utilize ideas and innovations from a variety of backgrounds, experiences, and cultures.

### ***Purpose***

Kośa's Diversity Plan has been created to ensure that our hiring practices create a diverse and inclusive organization. In doing so, individuals will be able to apply their life experiences and talents to support the goals of the company. Kośa's Diversity Plan is meant to be an evolving document designed to guide decisions and practices that ensure we can reach our goals described below. The Diversity Plan represents an initial approach to establish a comprehensive management plan with goals and measures for inclusion and diversity. The Diversity Plan will be evaluated and modified, when necessary, as our company grows and expands. Any actions taken, or programs instituted by Kośa will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws or regulations.

### ***Proposed Initiatives, Goals and Metrics***

GOAL 1: Recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce

Proposed Initiative: As part of its hiring plan, Kośa will seek to hire a workforce that is made up of at least 50% women and 25% described as minorities, veterans, people with disabilities, and LGBTQ+ individuals with a goal to increase the number of individuals falling into these demographics working in the establishment. To achieve this goal, Kośa will:

- Create gender-neutral job descriptions;
- Recruit from state and local employment staffing groups such as MassHire Metro South/West Workforce Board;
- Post hiring needs in diverse publications such as a variety of web-based recruitment platforms such as indeed.com;
- Participate in local hiring events and job fairs, at least two annually, including events held by the Massachusetts Cannabis Business Association (MassCBA);

- Attend community group meetings in and around Marlborough, at least two annually, to introduce Kośa and address our existing hiring needs to attract a diverse array of individuals, with an emphasis on those affiliated with the cannabis industry.

Kośa will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. Kośa will engage with community groups and leaders to further identify ways in which to attract candidates that may not otherwise be aware of employment opportunities with Kośa. To ensure that our workplace is an inclusive environment and to promote equity among our team, all hiring managers will undergo training to address bias and cultural sensitivity.

Metrics and Evaluation: Kośa will assess the demographics of its employees to see if it is meeting its goal of increasing diversity in these positions. Kośa will annually analyze the staffing makeup and based upon the outcome of those analytics, determine what steps are necessary to further increase the diversity of Kośa. Kośa will assess and review its progress within a year of receiving its Final License from the Cannabis Control Commission for an adult-use marijuana establishment and then annually, thereafter. Based upon this annual review and in conjunction with the renewal of its license, Kośa will be able to demonstrate to the Commission the success or progress of this initiative.

GOAL 2: Ensure that all participants in our supply chain and ancillary services are committed to the same goals of promoting equity and diversity in the adult-use marijuana industry.

Proposed Initiative: To accomplish this goal, Kośa will prioritize working with businesses in our supply chain and required ancillary services that are owned and/or managed by minority groups; women, veterans, people with disabilities, and/or LGBTQ+ individuals (herein referred to as Plan Populations).

Metrics and Evaluation: Kośa will measure how many of its ancillary services and participants in its supply chain are owned and/or managed by Plan Populations and will calculate the percentage of services and members of its supply chain who meet this requirement. Kośa will ask suppliers and ancillary services if they would identify themselves as a business that is owned or managed by one of the Plan Populations and give supplier contractor priority to these businesses. In order to target a diverse supplier base, Kośa will post hiring needs in diverse publications such as a variety of web-based recruitment platforms and attend community group meetings, at least two annually, to introduce Kośa and address the existing hiring needs to attract a diverse array of suppliers. Kośa will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments. During its engagement with community groups and leaders referenced in Goal 1, Kośa will further identify ways in which to attract diverse supply chain candidates that may not otherwise be aware of

employment opportunities with Kośa. Kośa's goal will be to work with at least 15% of businesses who identify as one of the Plan Populations throughout its supply chain and services with a goal of having 5% of these businesses be owned by women, 5% of these businesses be owned by minorities, and 5% of these businesses be owned by veterans, people with disabilities, and/or LGBTQ+ individuals. Kośa will assess these percentages annually and will be able to demonstrate to the Commission the success of its progress upon the renewal of its license each year.



## **Personnel Policies and Procedures**

### ***Alcohol, Smoke & Drug-Free Workplace***

koša believes in a drug-free, healthy, and safe workplace. To promote this, our agents are required to report to work in the appropriate mental and physical condition to perform their jobs in an exemplary and professional manner. While on-premises and while conducting business-related activities off-premises, including transporting marijuana and marijuana products between licensed marijuana establishments, agents may not use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. Agents may not bring their own marijuana or marijuana products on premises.

Working while engaged in the legal use of prescribed drugs is allowed only to the extent that the agent's ability to perform the essential functions of the job effectively and in a safe manner is not impaired and that other individuals in the workplace are not endangered. Agents should notify their manager whenever the use of legal drugs for medical purposes may impair the agent's performance, safety, and/or judgment so that the appropriate accommodations can be made.

Violations of this policy may lead to disciplinary actions, up to and including immediate termination of employment, and/or required participation in a substance abuse rehabilitation or treatment program. Such violations may also have legal consequences. koša will provide notice to Law Enforcement Authorities and the Commission in accordance with 935 CMR 500.110(8)(a), no more than twenty-four (24) hours after the incident occurs.

### ***Personnel Records***

Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with koša 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;
- A copy of the application that koša submitted to the Commission on behalf of any prospective koša agent;
- Documentation of periodic performance evaluations;

- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- A staffing plan that will demonstrate accessible business hours;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:

- Results of initial background investigation, including CORI reports completed by Checkr and reviewed by the General Manager.
- Documentation that references were checked prior to agent being hired;
- Offer letter from koša to the new agent, including job title and supervision;
- Materials submitted to the Commission for agent registration purposes;
- Documentation of annual performance reviews;
- Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
- 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.