Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1303

Original Issued Date: 11/10/2022

Issued Date: 11/10/2022

Expiration Date: 11/10/2023

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Delivered Inc

Phone Number: 978-400-8834 **Email Address:** ruben@deliveredinc.co

Business Address 1: 101 N Bridge St, Holyoke MA 01040 **Business Address 2:**

Business City: Holyoke **Business State:** MA **Business Zip Code:** 01040

Mailing Address 1: 230 Chapel St **Mailing Address 2:**

Mailing City: Lincoln **Mailing State:** RI **Mailing Zip Code:** 02865

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE303970

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51 **Percentage Of Control:** 51

Role: Owner / Partner **Other Role:**

First Name: Ruben **Middle Name:** **Last Name:** Seyde **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Mexican

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 25 **Percentage Of Control:** 25

Role: Owner / Partner **Other Role:**

First Name: Jackson **Middle Name:** **Last Name:** Mejia **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity:

ENTITIES HAVING DIRECT OR INDIRECT CONTROL
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Ruben **Last Name:** Seyde **Suffix:**

Marijuana Establishment Name: Tripps Tree Farn **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Heath **Marijuana Establishment State:** MA

Individual 2

First Name: Ruben **Last Name:** Seyde **Suffix:**

Marijuana Establishment Name: Delivered, Inc **Business Type:** Other

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 3

First Name: Jackson **Last Name:** Mejia **Suffix:**

Marijuana Establishment Name: Delivered, Inc **Business Type:** Other

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 75 Green St **Establishment Address 2:** Suite 4

Establishment City: Clinton **Establishment Zip Code:** 01510

Approximate square footage of the establishment: 1300 **How many abutters does this property have?:** 25

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

HOST COMMUNITY INFORMATION
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload

				Date
Plan to Remain Compliant with Local Zoning	Delivered Inc plan to remian compliant with local ordinances.docx.pdf	pdf	6267360c560e3c00087ff706	04/25/2022
Certification of Host Community Agreement	HCA Certificate (Executed).pdf	pdf	62b9eb829ff117000821d275	06/27/2022
Community Outreach Meeting Documentation	Clinton - Attestation.pdf	pdf	62b9ee78f750650008b876ea	06/27/2022

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	Amended Delivered Inc Positive impact plan.docx.pdf	pdf	6303a7d944fa35000ad25ee8	08/22/2022

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: Ruben **Last Name:** Seyde **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Owner / Partner **Other Role:**

First Name: Jackson **Last Name:** Mejia **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	22031043560.pdf	pdf	6267402d560e3c00087ffc8d	04/25/2022
Department of Unemployment Assistance - Certificate of Good standing	Attestation of Ruben Seyde in support of TTF re unemployment.docx.pdf	pdf	626740be560e3c00087ffcad	04/25/2022
Department of Revenue - Certificate of Good standing	ViewFile.pdf	pdf	62aa2dcaeb816b00087f05e1	06/15/2022

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Delivered Inc Bylaws.pdf	pdf	626ffccf560e3c00088778a9	05/02/2022

Articles of Organization	CorpSearchViewPDF.aspx.pdf	pdf	626ffd12560e3c0008877a4d	05/02/2022

Massachusetts Business Identification Number: 001440042

Doing-Business-As Name:

DBA Registration City: Not Applicable

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Delivered, Inc - Business Plan.pdf	pdf	60b2daac70eb6e3601abd962	05/29/2021
Proposed Timeline	Delivered, Inc - Operator Proposed timeline.docx.pdf	pdf	60c79559839da0211ee1fae5	06/14/2021
Plan for Liability Insurance	Delivered, Inc - Operator Plan to obtain liability insurance.docx.pdf	pdf	60c7974c839da0211ee1fafb	06/14/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Delivered, Inc - Operator Security plan .docx.pdf	pdf	60c4e7ed7e34cf21bec149aa	06/12/2021
Prevention of diversion	Delivered, Inc - Operator Prevention of Diversion.docx.pdf	pdf	60c4e965307f65213f0c93d6	06/12/2021
Storage of marijuana	Delivered, Inc - Operator Storage of cannabis.docx.pdf	pdf	60c4ecd7fae31721b39c170e	06/12/2021
Inventory procedures	Delivered, Inc - Operator Inventory plans.docx.pdf	pdf	60c4fb5a0e03aa2187d96f79	06/12/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivered, Inc - Operator Delivery plan.docx.pdf	pdf	60c781acf6080321a84d501f	06/14/2021
Quality control and testing procedures	Delivered, Inc - Operator Quality Control and Testing.docx.pdf	pdf	60c7828652c8c12155c9844d	06/14/2021
Dispensing procedures	Delivered, Inc - Operator Dispensing procedures.docx.pdf	pdf	60c787f890c3fd217108f48e	06/14/2021
Record-keeping procedures	Delivered, Inc -Operator Record keeping procedures.docx.pdf	pdf	60c788441daf99210f8e90e8	06/14/2021
Maintenance of financial records	Delivered, Inc - Operator Maintenance of financial records.docx.pdf	pdf	60c788ccfae31721b39c1ae3	06/14/2021
A detailed plan for White Labeling	Delivered, Inc - Operator White Labeling policies.docx.pdf	pdf	60c78f397e34cf21bec14d83	06/14/2021
A plan to obtain marijuana and marijuana products	Acquiring Cannabis Products SOPs.docx.pdf	pdf	60c790461daf99210f8e913b	06/14/2021
Energy Compliance Plan	Delivered, Inc - Operator Energy compliance plan.docx.pdf	pdf	60c794c10315ce21928ee5e9	06/14/2021
Transportation of marijuana	Delivered, Inc - Amended Operator	pdf	60f5bb370bb484027d8c0802	07/19/2021

	Transportation of Cannabis.docx.pdf			
Qualifications and training	Delivered, Inc - Operator Qualifications and Trainings.docx.pdf	pdf	60f5bd3b3678b8028bd4652e	07/19/2021
Personnel policies	Delivered Inc - Amended Personnel policies.docx.pdf	pdf	611d0f80c618dd39aab55128	08/18/2021
Diversity plan	Amended Diversity plan.docx.pdf	pdf	6303a830d239e20007d94b83	08/22/2022

COMPLIANCE WITH POSITIVE IMPACT PLAN
No records found

COMPLIANCE WITH DIVERSITY PLAN
No records found

HOURS OF OPERATION

Monday From: 12:00 PM	**Monday To:** 8:00 PM
Tuesday From: 12:00 PM	**Tuesday To:** 8:00 PM
Wednesday From: 12:00 PM	**Wednesday To:** 8:00 PM
Thursday From: 12:00 PM	**Thursday To:** 8:00 PM
Friday From: 12:00 PM	**Friday To:** 8:00 PM
Saturday From: 12:00 PM	**Saturday To:** 8:00 PM
Sunday From: 12:00 PM	**Sunday To:** 8:00 PM

ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee 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 certify that any changes in ownership or control, location, or name will be made pursuant to a separate process, as required under 935 CMR 500.104(1), and none of those changes have occurred in this application.:

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER
No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION
No documents uploaded

Local Compliance

Delivered Inc will ensure that we remain compliant with the Town of Clinton's local Codes, Ordinances, and By-laws. The plan will include the identification of any local licensing requirements for the adult use of cannabis.

Clinton's Board of Selectmen has approved our request to begin negotiating for a HCA. We are also preparing documentation to begin our Special Permit application process. So far, Delivered Inc has been found in compliance with all local requirements, including those outlined in Zoning By-law 6800, Recreational Marijuana Establishments.

Delivered Inc will submit site plans which comply with the Clinton's provisions, including those outlined in Zoning By-law 6800.

Delivered Inc is properly zoned as Clinton's only zoning requirement is a 500 foot buffer zone, which we comply with.

Delivered Inc shall obtain a Special Permit from the Planning Board, as required by Zoning By-law 6800. Clinton's Special Permit process takes approximately 90 days to complete, therefore we will be eligible for a Special Permit in 90 days. Once we obtain a Special Permit, it will be valid for duration of Delivered's lease of its premises as a Marijuana Establishment.

Delivered Inc's Special Permit Application will include all requirements listed under Zoning By-law 6800.

Delivered Inc will maintain the aesthetics of the Town and will be visually compatible with surrounding uses. Delivered Inc will maintain an adequate relationship with its surrounding uses to avoid unnecessary exposure to minors.

Delivered Inc will have adequate lighting to promote security. Delivered Inc shall have regular hours of operation.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Certification

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

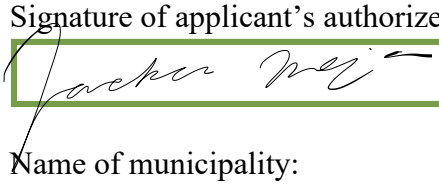
1. Name of applicant:

   Delivered, Inc.

2. Name of applicant's authorized representative:

   Jackson Mejia

3. Signature of applicant's authorized representative:

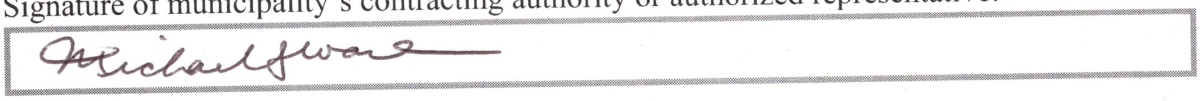
4. Name of municipality:

   Town of Clinton

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

   Michael J. Ward

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



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

mward@clintonma.gov

8. Host community agreement execution date:

6/2/22

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is "misleading, incorrect, false, or fraudulent" is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 5/2/2022

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

Link to recording of Community Outreach Meeting: https://drive.google.com/file/d/12Yxr5sumwHLgj5OzElR05PpXLYOxUgZj/view?usp=sharing

Number of Participants: 0

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

    a. Date of publication: 4/22/22

    b. Name of publication: Telegram &

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

    a. Date notice filed: 4/21/22

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

    a. Date notice(s) mailed: 4/22/22

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

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Link to recording of Community Outreach Meeting: https://drive.google.com/file/d/12Yxr5sumwHLgj5OzElR05PpXLYOxUgZj/view?usp=sharing

Number of Participants: 0

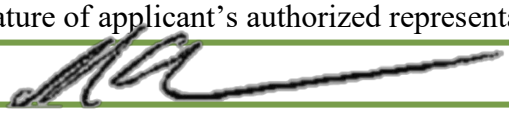
Name of applicant:

Ruben Seyde

Name of applicant's authorized representative:

Ruben Seyde

Signature of applicant's authorized representative:



Link to recording of Community Outreach Meeting: https://drive.google.com/file/d/12Yxr5sumwHLgj5OzElR05PpXLYOxUgZj/view?usp=sharing

Number of Participants: 0

ATTACHMENT A

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court

Docket No. WO22P1104EA

Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
(508) 831-2200
CITATION ON PET...

04/22/2022

LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING
Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for: May 6, 2022, at 5:30 P.M....

04/22/2022

CLINTON
PLANNING BOARD
LEGAL NOTICE
Pursuant to M.G.L. Chapter 40A, Section 9, Notice is hereby given that the Planning Board will hold a Public Hearing on Tuesday, May 3, 2022 at 6:oo p.m. at the Cli...

04/22/2022

Public Notices

04/22/2022

Share Print

LEGAL NOTICE OF A VIRTUAL COMMUNITY OUTREACH MEETING
Notice is hereby given that a virtual Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for: May 2, 2022, at 5:30 P.M. The purpose of the public meeting is to provide interested parties with an opportunity to receive information and comment on a proposed adult use cannabis home delivery establishment to be located at: 75 Green St, Clinton, MA 01510. Participants may choose to attend the meeting either on line or by telephone. The Virtual Community Outreach Meeting is available at the following link: https://deliveredinc.co/community-meeting-infoor via telephone at: +1 {646) 558-8656 using PIN: 985 25254336. Meeting agenda and materials to be presented will be available at the above link. Questions can be submitted in advance by e-mailing: legal@deliveredinc.co. Please contact us by email or phone with problems joining the meeting, questions about the meeting, and for any other assistance. More details can be found online at: https://deliveredinc.co/community-meeting-info.
4/22,4/29/2022

ATTACHMENT B

Jackson Mejia <jackson@deliveredinc.co>

Approval of Community Outreach Meeting for Delivered Inc.

2 messages

mward clintonma.gov <mward@clintonma.gov> Thu, Apr 21, 2022 at 5:59 PM
Reply-To: "mward clintonma.gov" <mward@clintonma.gov>
To: "jackson@deliveredinc.co" <jackson@deliveredinc.co>
Cc: "ruben@deliveredinc.co" <ruben@deliveredinc.co>

Mr. Mejia -

Please accept this message as confirmation that the Town of Clinton has approved the request from Delivered Inc. to conduct a virtual Community Outreach Meeting to receive input on a proposed marijuana delivery establishment to be located at 75 Green Street in Clinton, Massachusetts. The Town of Clinton was provided with a copy of the legal notice being sent to abutting property owners that stated this public meeting is scheduled to be held on Monday, May 2, 2022 at 5:30 PM via Zoom.

Let me know if you need any additional information relative to this matter. Thank you.

Michael --

Michael J. Ward
Town Administrator
Clinton Town Hall
242 Church Street
Clinton, MA 01510
mward@clintonma.gov
(978) 365-4120 - phone
(978) 365-4130 - fax

Jackson Mejia <jackson@deliveredinc.co> Thu, Apr 21, 2022 at 6:00 PM
To: "mward clintonma.gov" <mward@clintonma.gov>
Cc: Ruben Seyde <ruben@deliveredinc.co>

Thank you so much, Michael!
[Quoted text hidden]

ATTACHMENT C

April 15, 2022

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday, May 2, 2022, at 5:30pm via Zoom. The proposed Marijuana Establishment is anticipated to be located at 75 Green Street, Clinton, MA 01510. There will be a brief presentation followed by an opportunity for the public to ask questions.

The meeting will be accessible via video conference and phone using the following below:

Video Conference:
https://deliveredinc.co/community-meeting-info

Phone:
Dial in: +1 (646) 558-8656
Meeting ID: 985 2525 4336 or

Best,
Delivered, Inc.
legal@deliveredinc.co
978.400.8834

Amended Positive Impact Plan

Delivered Inc was founded by a Social Equity Participant. As such, Delivered Inc plans to help and hire people who were disproportionately harmed by previous cannabis laws. Delivered Inc will train and hire Holyoke residents who were disproportionately harmed in areas that will help them succeed, such as business development, networking, cultivation practices, etc.

Goals:

1.) Our first goal is to reduce the economic and regulatory barriers to enter into the commercial adult use cannabis industry by providing mentoring, professional and technical services, and access and introductions to potential sources of capital to 5 Holyoke residents.

2.) Our second goal is to create a Social Impact Fund. Our Social Impact Fund will be annually used to provide at least 2 individuals a scholarship to be used towards a degree from an accredited college or university. Recipients of the Social Impact Fund will be chosen from current and pervious residents of Holyoke, Fitchburg or Worcester (Census Tracts 730200, 730500, 731002, 731203, 731204, 731300, 731400, 731500, 731700,731800,732302,732400, 732700,73300), communities disproportionately impacted by the war on drugs, as defined by the MA CCC.

Programs:

1.) Delivered Inc will launch an incubator program specifically focused on people who were disproportionately harmed by cannabis prohibition, as defined by the CCC. Our goal is to host at least 1 cohort of classes per year, with no more than 5 participants. The goals of our program are to provide participants with access and instructions to potential sources of capital; management training, industry-specific training, mentorship, access to a peer support network, and to host at least 4, 4 hour classes/seminars focused on early-stage startups, and to hire at least 1 participant to become a full time member of Delivered Inc. The application process for potential

participants will be advertised for at least 1 month through The Daily Hampshire Gazette, social media posts, and by posting notices at local community centers, like a staffing agency. Depending on the number of applications received, our CEO, or their designee, will personally review all applications and conduct interviews with prospective participants. 5 applicants will be selected to participate.
Classes/seminars will be held on weekends at a time and location to be determined.

2.) Delivered Inc will save a minimum of 5% of our gross profits in a separate bank account called the "Social Impact Fund." This fund will be used to award at least 2 scholarships to 2 current or previous residents of Holyoke, Fitchburg or Worcester (Census Tracts 730200, 730500, 731002, 731203, 731204, 731300, 731400, 731500, 731700,731800,732302,732400, 732700,73300), communities disproportionately impacted by the war on drugs, as defined by the MA CCC. The scholarships will be used to help with the costs of higher education. To be eligible, residents must submit an application, which will be created by Delivered Inc, by a date to be determined, and must be currently enrolled, or in the process of enrolling, to an accredited 2 or 4 year college or university. Delivered Inc will post monthly ads in The Daily Hampshire, notify local schools, and promote our application process through our social media for at least 6 months before the application deadline. The amount of scholarships issued will depend on the total money deposited into our Social Impact Fund after our first year of operation.

Measurement and accountability:
Delivered Inc will annually review the following criteria in an effort to measure the success of our Positive Impact Plan:

1.) A log of all advertising efforts regarding our Positive Impact Plan;
2.) Number of applicants for our incubator and scholarship programs;
3.) Number of accepted applicants for our incubator and scholarship program;
4.) Classes/seminars logs to ensure the goal of 4, 4hr classes in the first year;

5.) Half way through the first year, we will evaluate the development of our incubator program. If we notice we are falling behind, preparation will be accelerated to meet our goals;
6.) Total funds distributed through scholarships.
7.) Hiring data to ensure at least 1 participant of our incubator program is hired by our staff;

Delivered will assess and review its progress in order to evaluate the success of its Impact Plan and to make changes as needed. Delivered will submit a report documenting progress and success of its Impact Plan to the CCC at least 60 days prior to the annual renewal date of Delivered's Provisional License and each yearly renewal period thereafter.

Disclaimer:

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

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

DELIVERED, INC
BYLAWS

SECTION 1 Articles of Organization

The name of the corporation shall be as set forth in the articles of organization. These bylaws, the powers of the corporation and of its directors and shareholders, and all matters concerning the conduct and regulation of the business of the corporation shall be subject to the articles of organization. All references in these bylaws to the articles of organization shall mean the articles of organization of the corporation, as from time to time in effect. All references in these bylaws to the Massachusetts Business Corporation Act shall mean Massachusetts General Laws Chapter 156D, as from time to time in effect.

SECTION 2 Shareholders

2.1 Annual Meeting

The annual meeting of the shareholders shall be held on the last Friday of May if it is not a legal holiday, and if it is a legal holiday, then on the next succeeding day not a legal holiday, at the hour stated in the written notice of such meeting, or on such other date as may be determined by the board of directors. Except as otherwise may be provided in the articles of organization, purposes for which an annual meeting is to be held, in addition to the election of directors, may be specified by the board of directors or by the President and stated in the notice of the meeting.

2.2 Special Meetings

Special meetings of the shareholders may be called by the President or the board of directors. A special meeting of the shareholders shall be called by the Secretary, or in the case of the death, absence, incapacity, or refusal of the Secretary, by any other officer, if the holders of at least 10 percent of the votes entitled to be cast on any issue to be considered at the proposed special meeting sign, date, and deliver to the Secretary one or more demands for the meeting describing the purpose for which it is to be held. Such call shall state the date, time, place, and purposes of the meeting.

2.3 Place of Meetings; Remote Participation

All meetings of the shareholders shall be at the principal office of the corporation or at such other place as the board of directors, the President, or the person or persons calling into the meeting may determine. If authorized by the directors, any meeting of shareholders need not be held at any place but instead may be held solely by remote communication. Shareholders and proxyholders not physically present at a meeting of shareholders may participate in a meeting of shareholders, be deemed present in person, and vote at a meeting of shareholders, by means of remote communication, subject to such guidelines and procedures as the board of directors may adopt. Such guidelines and procedures shall include reasonable measures (1) to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder, and (2) to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings. If any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, the corporation shall maintain a record of such vote or other action.

2.4 Notice of Shareholder Meetings

A written notice of each meeting of shareholders, stating the place, day, and hour of such meeting and the purposes for which the meeting is called, shall be given by the Secretary, Assistant Secretary, President, or such person designated by the board of directors, at least seven and no more than 60 days before the meeting, to each shareholder entitled to such notice. A shareholder may waive any notice required by the Massachusetts Business Corporation Act, the articles of organization, or the bylaws before or after the

date and time stated in the notice. The waiver shall be in writing, signed by the shareholder entitled to the notice, and delivered to the corporation for inclusion with the records of the meeting. A shareholder's attendance at a meeting waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting. A shareholder's attendance at a meeting waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.

2.5 Action at Meeting
Unless otherwise provided by the Massachusetts Business Corporation Act, the articles of organization, or these bylaws, at any meeting of the shareholders, a majority of the votes entitled to be cast upon a matter by a voting group at the meeting shall constitute a quorum of that voting group for action on that matter, but a lesser interest may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. A share once represented for any purpose at a meeting is deemed present for quorum purposes for the remainder of the meeting and for any adjournment of that meeting unless: (1) the shareholder attends solely to object to lack of notice, defective notice, or the conduct of the meeting on other grounds, and does not vote the shares or otherwise consent that they are to be deemed present; or (2) in the case of an adjournment, a new record date is or shall be set for that adjourned meeting. Unless otherwise required by Massachusetts Business Corporation Act, the articles of organization, or these bylaws, if a quorum of a voting group exists, (1) favorable action on a matter, other than the election of directors, is taken by a voting group if the votes cast within the group favoring the action exceed the votes cast opposing the action, and (2) directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election at the meeting.

2.6 Voting and Proxies
Unless otherwise provided in the articles of organization, each share shall have one vote on any matter to be considered at the meeting. Shareholders may vote either in person or by proxy, which shall be filed with the Secretary or Temporary Secretary at the meeting, or any adjournment of the meeting, before being voted. Unless otherwise provided in the appointment form, a proxy is valid for 11 months from the date the shareholder signed the form, or if it is undated, from the date of its receipt by the officer or agent of the corporation. Such proxy shall entitle the holder thereof to vote at any adjournment of such meeting, but shall not be valid after the final adjournment of such meeting.

2.7 Action by Consent; Electronic Transmission
a. Any action required or permitted to be taken at a shareholders' meeting may be taken without a meeting if the action is taken either by all shareholders entitled to vote on the action, or to the extent permitted by the articles of organization, by shareholders having not less than the minimum number of votes necessary to take the action at a meeting at which all shareholders entitled to vote on the action are present and voting. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the dates of the signatures of such shareholders, and are delivered to the corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the corporation. Such consents shall be treated as a vote of shareholders for all purposes. If the shareholders take action by written consent, the corporation shall give such notice of the action to shareholders who have not signed such consent as is required by the Massachusetts Business Corporation Act.

b. Any vote, consent, waiver, proxy appointment, or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated, and signed if it consists of an electronic transmission that sets forth or is delivered with information from which the corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy, or agent or by a person authorized to act for the shareholder, proxy, or agent; and (2) the date on which such shareholder, proxy, agent, or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered the date on which it was signed. The electronic transmission shall be considered received by the corporation if it has been sent to any address specified by the corporation for that purpose or, if no address has

been specified, to the principal office of the corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of shareholders.

SECTION 3 Directors

3.1 Number and Election
The corporation shall have a board of directors consisting of one or more individuals. The board of directors shall be elected by such shareholders as have the right to vote at the annual meeting of the shareholders or at a special meeting held in place thereof. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election. Subject to any minimum number of directors required by the Massachusetts Business Corporation Act, the number of directors shall be fixed by vote at the meeting at which they are elected, but the shareholders, at any special meeting held for the purpose, or a majority of the directors then in office, may increase the number of directors as thus fixed and elect new directors to complete the number so fixed, and the shareholders, at any such special meeting, may decrease the number of directors as thus fixed and remove directors to reduce the number of directors to the number so fixed. Subject to the articles of organization and these bylaws, each director shall hold office until the next annual meeting and until his or her successor is elected and qualified.

3.2 Resignation, Removal, and Vacancy
A director may resign at any time by delivering written notice of resignation to the board of directors, its chairman, or the corporation. Except as otherwise provided by the Massachusetts Business Corporation Act, the articles of organization, or these bylaws: (1) the shareholders may remove one or more directors with or without cause, (2) the directors may remove a director for cause by vote of a majority of the directors then in office, and (3) the shareholders or board of directors may fill any vacancy, or if the directors remaining in office constitute fewer than a quorum of the board, they may fill the vacancy by the affirmative vote of a majority of all the directors remaining in office.

3.3 Powers of Directors
Subject to law and the articles of organization, all corporate power shall be exercised by or under the authority of, and the business and affairs of the corporation shall be managed under the direction of, its board of directors.

3.4 Regular Meetings
Regular meetings of the board of directors may be held without call or formal notice at such places and at such times as the board may by vote from time to time determine. A regular meeting of the board of directors may be held without call or formal notice immediately after and at the same place as the annual meeting of the shareholders, or the special meeting of the shareholders held in place of such annual meeting.

3.5 Special Meetings
Special meetings of the board of directors may be held at any time and at any place when called by the President, Treasurer, or two or more directors, or the sole director if there is only one director. Notice of such meeting shall be given to each director by the Secretary or, if there is no Secretary, or in case of the death, absence, incapacity, or refusal of the Secretary, by the officer or directors calling the meeting. Such notice (1) must be given at least two days prior to the date of the special meeting, and (2) need not describe the purpose of the meeting unless otherwise required by the articles of organization or these bylaws.

3.6 Waiver of Notice
A director may waive notice of any directors' meeting before or after the date of the meeting. The waiver shall be in writing, signed by the director entitled to the notice, or in the form of an electronic transmission by the director to the corporation, and filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to such director of the meeting unless the director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

3.7 Quorum and Voting

A majority of the directors then in office shall constitute a quorum for the transaction of business, but a lesser number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the board of directors, unless the vote of a greater number of directors is required by the articles of organization or these bylaws.

3.8 Action by Consent
Any action by the board of directors may be taken without a meeting by unanimous consent by the directors and filed with the records of the directors' meetings. The action must be evidenced by one or more consents describing the action taken, in writing, signed by each director, or delivered to the corporation by electronic transmission, to the address specified by the corporation for the purpose or, if no address has been specified, to the principal office of the corporation, addressed to the Secretary or other officer having custody of the records of proceedings of directors. Such consent shall be treated as a vote of the board of directors for all purposes.

3.9 Remote Participation
Members of the board of directors or any committee designated by the board of directors may participate in a meeting of the board or such committee, or conduct any such meeting, through the use of any means of communication by which all directors participating may simultaneously hear each other during the meeting and participation by such means shall constitute presence in person at the meeting.

3.10 Committees
Except as otherwise provided in the articles of organization, the board of directors may, by vote of a majority of the directors, appoint from its own number a committee or committees, consisting of one or more members who shall serve at the pleasure of the board of directors, and which may exercise such authority of the board of directors as is delegated by the board, except for those powers which, pursuant to the Massachusetts Business Corporation Act, may not be delegated to any such committee. Subject to the Massachusetts Business Corporation Act, the provisions of such Act and these bylaws governing meetings, action without meetings, notice and waiver of notice, and quorum and voting requirements of the board of directors shall apply to committees and their members.

SECTION 4 Officers

4.1 Identity, Election, and Appointment of Officers
The officers of the corporation shall consist of a President, Treasurer, and Secretary, who shall be elected by the board of directors, and such other officers as the board of directors may appoint.

4.2 Duties and Powers; Qualification and Tenure
Subject to these bylaws, each officer shall have, in addition to the duties and powers specifically set forth in these bylaws, such duties and powers as are customarily incident to his or her office and such duties and powers as the board of directors may from time to time designate. Any officer may, but need not, be a shareholder or director. Any two or more offices may be held by the same person. Any officer may be required by the board of directors to give bond for the faithful performance of his or her duties to the corporation in such amount and with such sureties as the board of directors may determine. Except as otherwise provided by law, the articles of organization, these bylaws, or the directors' resolution electing or appointing such officer, the President, Treasurer, and Secretary shall hold office until the first meeting of the board of directors following the annual meeting of shareholders and thereafter until his or her successor is elected and qualified, and all other officers shall hold office until the respective successor of each is elected and qualified.

4.3 President
The President shall be the chief executive officer of the corporation and shall, subject to the direction of the board of directors, have general supervision and control of its business. Unless otherwise provided by the board of directors, the President shall preside, if present, at all meetings of shareholders and of the board of directors.

4.4 Treasurer

The Treasurer, subject to the direction and under the supervision of the board of directors, shall have general charge of the financial concerns of the corporation and the care and custody of the funds and valuable papers of the corporation, except his or her own bond. The Treasurer shall keep, or cause to be kept, accurate books of account, which shall be the property of the corporation.

4.5 Secretary
The Secretary shall keep a record of the meetings of shareholders, the board of directors, and any executive and other committees. In the absence of the Secretary from any such meetings, an Assistant Secretary, if one has been elected, otherwise a Temporary Secretary, designated by the person presiding at the meeting, shall perform the duties of the Secretary.

4.6 Removal and Vacancies
The board of directors may remove any officer at any time with or without cause, and may fill any vacancy in any office.

SECTION 5 Capital Shares

5.1 Share Certificates
Each shareholder shall be entitled to a share certificate in such form as is prescribed by law and approved from time to time by the board of directors. The certificates shall be signed by the President or any Vice President and by the Treasurer or any Assistant Treasurer. Such signatures may be facsimiles. If any officer who has signed or whose facsimile signature has been placed on such certificate no longer holds office when the certificate is issued, the certificate shall nevertheless be valid.

5.2 Transfer of Shares
Subject to restrictions, if any, imposed by the articles of organization, title to a share certificate and to the shares represented thereby shall be transferred only by delivery of the certificate properly endorsed, or by delivery of the certificate accompanied by a written assignment of shares represented by such certificate, or a written power of attorney to sell, assign, or transfer the certificate or the shares represented thereby, properly executed. The person registered in the records of the corporation as the owner of shares shall have the exclusive right to receive dividends thereon and to vote thereon as such owner, shall be held liable for such calls and assessments, if any, as may lawfully be made thereon, and, except only as may be required by law, may in all respects be treated by the corporation as the exclusive owner thereof unless and to the extent that the corporation has established a procedure by which the beneficial owner of shares that are registered in the name of a nominee will be recognized by the corporation as the shareholder.

5.3 Transfer Records
Unless a transfer agent is appointed, the Secretary shall keep or cause to be kept, at the principal office of the corporation or at the office of the Secretary, the share and transfer records of the corporation, in which are contained the names of all shareholders and the record address and the amount of shares held by each. The transfer records of the shares of the corporation may be closed for such period from time to time in anticipation of shareholders' meetings or the declaration or payment of dividends as the board of directors may determine.

5.4 Lost or Destroyed Certificates
In case of the alleged loss, destruction, or mutilation of a share certificate, a new share certificate may be issued in place of the lost, destroyed, or mutilated certificate upon such terms as the board of directors may determine.

SECTION 6 Fiscal Year

Except as from time to time otherwise determined by the board of directors, the fiscal year of the corporation shall end on December 31.

SECTION 7 Indemnification

The corporation shall indemnify and hold harmless each present or former director or officer of the corporation

to the fullest extent permitted by law, subject to such determination as the law may require that indemnification is permissible, for any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, arbitrative, or investigative, and whether formal or informal ("Proceeding"), against such director or officer in his or her capacity as such or in his or her capacity as a director, officer, partner, trustee, manager, employee, or agent of another domestic or foreign corporation, partnership, joint venture, trust, limited liability company, employee benefit plan, or other entity, if the corporation requested him or her to so serve. A director or officer is considered to be serving an employee benefit plan at the corporation's request if his or her duties to the corporation also impose duties on, or otherwise involve services by, him or her to the plan or to participants in or beneficiaries of the plan. The corporation may, before final disposition of any Proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a director or officer who is a party to a Proceeding to the extent permitted by law. Nothing in this Section shall affect any rights to indemnification to which any person may be entitled by contract or otherwise under law. No amendment or repeal of any provision of this Section shall adversely affect the right of a person to indemnification under this Section with respect to his or her acts or omissions that occurred at any time prior to such amendment or repeal.

SECTION 8 Other Provisions

8.1 Notices
Notices to or from any shareholder, director, officer, or the corporation may be given in any manner permitted under the Massachusetts Business Corporation Act.

8.2 Voting of Securities
Except as the board of directors may otherwise designate, the President may waive notice of, or vote for this corporation or appoint any person or persons to act as proxy or attorney in fact for this corporation with or without power of substitution at, any meeting of shareholders of any other corporation or organization, the securities of which may be held by this corporation.

SECTION 9 Amendments

These bylaws may be amended or repealed by the shareholders. If authorized by the articles of organization, the board of directors may also make, amend, or repeal the bylaws in whole or in part, except with respect to this Section and any provision of these bylaws which, by an express provision in the Massachusetts Business Corporation Act, the articles of organization, or these bylaws, requires action by the shareholders. Not later than the time of giving notice of the meeting of shareholders next following the making, amending, or repealing by the board of directors of any bylaw, notice stating the substance of the action taken by the board of directors shall be given to all shareholders entitled to vote on amending the bylaws. Any action taken by the board of directors with respect to the bylaws may be amended or repealed by the shareholders.

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

Articles of Organization
(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001440042

ARTICLE I

The exact name of the corporation is:

DELIVERED, INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
STK	$0.00000	100	$0.00	100

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

Other lawful provisions, and if there are no provisions, this article may be left blank.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: RUBEN SEYDE
No. and Street: 27 BLUE HILL AVE
City or Town: MILTON State: MA Zip: 02186 Country: USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	RUBEN SEYDE MA	27 BLUE HILL AVE MILTON, MA 02186 USA
TREASURER	RUBEN SEYDE MA	27 BLUE HILL AVE MILTON, MA 02186 USA
SECRETARY	RUBEN SEYDE MA	27 BLUE HILL AVE MILTON, MA 02186 USA
DIRECTOR	RUBEN SEYDE MA	27 BLUE HILL AVE MILTON, MA 02186 USA

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

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

APPLY FOR A LICENSE FROM THE CCC.

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

No. and Street: 27 BLUE HILL AVE
City or Town: MILTON State: MA Zip: 02186 Country: USA

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

No. and Street: 27 BLUE HILL AVE

City or Town: MILTON State: MA Zip: 02186 Country: USA

which is

X its principal office	__ an office of its transfer agent
__ an office of its secretary/assistant secretary	__ its registered office

Signed this 29 Day of May, 2020 at 7:08:16 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

RUBEN SEYDE

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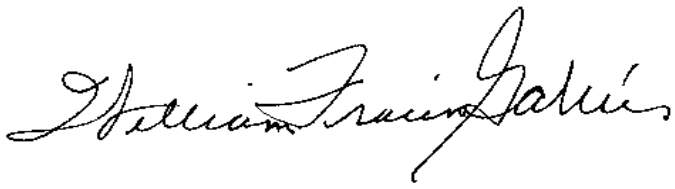
THE COMMONWEALTH OF MASSACHUSETTS

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

May 29, 2020 07:05 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Delivered, Inc

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Introduction

Delivered, Inc will safely connect consumers with recreational cannabis and cannabis products from the comfort of their home in Massachusetts.

With exclusive access to a portion of the recreational delivery market, Delivered, Inc., will be one of Massachusetts' first recreational cannabis delivery services, safely connecting recreational users and their favorite cannabis products in an eco-friendly platform.

Executive Summary

The Massachusetts marketplace for legal, recreational cannabis delivery is currently non-existent. As the CCC begins to issue Delivery Licenses, specifically to Social Equity and Economic Empowerment applicants, Delivered, Inc, as a Social Equity-owned business, is positioned to capture the new market as it is created.

The US demand for cannabis and cannabis products is estimated to be a 52.5 billion dollar industry. The industry is growing with this demand; some experts have estimated that there will be another 50% growth in sales just in the following year.

These facts paint an opportunistic future for the cannabis industry. Cannabis consumers are spending an average of $645 on cannabis products each year, which is almost 50% more than alcohol ($435).

Delivered, Inc will make cannabis more accessible to consumers. Customers will place orders online for rapid delivery of their favorite products from their local recreational dispensaries. Our delivery program will partner with top and medium tier cannabis dispensaries to match the expectations of the growing consumer base while providing an ample range of prices to meet all consumer demands.

Objectives

- Establish Delivered, Inc as a leader in recreational cannabis delivery by averaging at least a 8.5/10 customer reviews within a year of operations;
- Secure Delivery Agreements with at least 10 cultivators in the first year of operation;
- Lead the industry in sustainability by operating a net-zero carbon footprint operation within 5 years of launch;
- Become a vertically integrated organization.

Mission

We aim to connect recreational cannabis users with their favorite cannabis products from the comfort of a customer's home.

Delivered, Inc will provide superior customer service while leading the industry in sustainability. With our superior customer service and dedication to the environment, Delivered, Inc will establish a new standard for cannabis in Massachusetts.

Keys to success

- Empower our employees to provide customers with superior customer service;
- Network and secure varies agreements with recreational cultivators across the state to ensure a variety of products and prices;
- Develop environmentally friendly policies and procedures to reduce our emissions and reliance on fossil fuels, reducing our costs in the run long;
- Create a series of partnerships to leverage our resources and eventually become vertically integrated;
- Become an integral part of our community by taking part in community events and volunteering employee time and company resources to the community.

Company Summary

Delivered, Inc is a recreational cannabis delivery company connecting recreational cannabis consumers in Massachusetts with their favorite cannabis products.

Company Ownership

Ruben Seyde, Owner and CEO of Delivered, Inc, is a participant of the Cannabis Control Commission's Social Equity Program. Through this program, Ruben has received training in all aspects of cannabis business ownership in Massachusetts and unparalleled insight into the Commission's license adjudication process. Finally, Ruben's Social Equity (SE) status provides Delivered, Inc with exclusive access to apply for a Delivery-only license, significantly lowering the barriers to enter, along with other benefits, such as fee waivers for our application, discounts on our renewal application, and free access to METRC, the Commonwealth's seed-to-sale tracking system, to name a few.

Start-up Summary

The start-up costs of Delivered, Inc will primarily consist of vehicles and their modifications, building rights and maintenance, and the cost of employees.

Products
Delivered, Inc will secure agreements to purchase bulk cannabis and cannabis products from licensed cultivators and manufacturers at or below market price. Products will be securely stored in our warehouse, following all CCC and local regulations.

Market Analysis

In Massachusetts' first year of legal cannabis sales, nearly $490 million in sales were recorded. Of that, nearly 75% of the product sold consisted of dry cannabis. The average sold per transaction was approximately $40. Approximately 59% of cannabis consumers consume cannabis at least once per week.

Although there are no direct numbers regarding cannabis delivery, Drizly, an online alcohol delivery service, reports that orders have spiked 485% during the coronavirus pandemic, as customers have largely preferred home delivery to venturing out to storefronts[1]. As people search for convenience, this trend is expected to continue well past the pandemic. With our exclusive application rights to Delivery-only licenses, and with current and expected trends, Delivered, Inc is in a position to seize the emerging market before out of state competitors are allowed to compete.

Strategy and Implementation

Competitive Edge

Our competitive edge comes from our exclusive rights to apply for a Delivery-only license. Beyond this, Delivered, Inc will position ourselves to have the lowest operating costs by implementing environmentally friendly policies.

Sales Strategy

Our sales strategy is to target retailers without Social Equity or Economic Empowerment status. Networking and cultivating business relationships with those in the industry, and delivering on the promise of superior customer service in a timely and professional manner.

Sales Forecast

Based on the cannabis consumption of states and countries with legal recreational cannabis, we base our projections on the demand being much higher than the supply. This remains true in virtually every legal cannabis market, and the Grandview research firm calculates that the market will continue to grow to almost $150 billion by 2025.

Management and Personnel Plan Summary

Delivered, Inc will start with its owner, Ruben Seyde, a director of operations, and a consultant with extensive experience in the cultivation and production of marijuana. Delivered, Inc will hire a minimum of six (6) employees as drivers and dispatch operators. Delivered, Inc will expand and hire more employees as needed.

Financial Plan

Break-even Analysis

As this is such a new industry, we continue to work on the financials of the company. More details will be provided when we submit the provisional license application.

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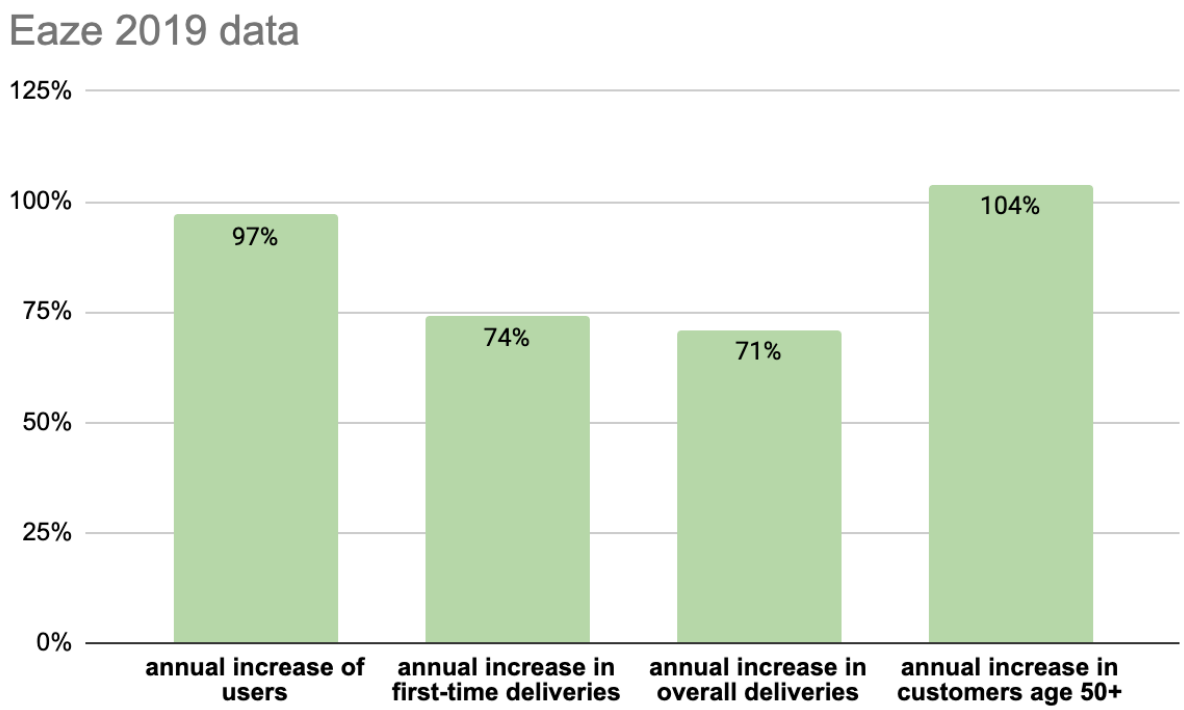
[1] https://mjbizdaily.com/liquor-focused-massachusetts-company-drizly-launches-marijuana-delivery-platform-lantern/

Company comparison

Below are some data points from Eaze, a recreational cannabis delivery company in California, regarding their significant increase in users and sales during 2019.[2]



[2] https://www.eaze.com/article/eaze-insights-our-annual-state-of-cannabis-report-is-here

Plan to obtain liability insurance

Delivered, Inc is in communication with Agent Michael DeNault from Foster Insurance, located in Fitchburg, Massachusetts, to obtain liability insurance. Our policy will include:

- general liability;
- product liability insurance coverage of no less than $1 million per occurrence and $2 million in aggregate annually; and
- a deductible for each policy no higher than $5,000 per occurrence.

Record keeping procedures

All of Delivered, Inc's records will be made available for inspection by the Commission upon request. Delivered, Inc records will be maintained in accordance with the Generally Accepted Accounting Principles. Written records that are required and are subject to inspection include, but are not limited to, all records required in any section of 935 CMR 500.000, in additional to the following:

1. Written operating procedures, per 935 CMR 500.105(1);
2. Inventory records, per 935 CMR 500.105(8);
3. Seed-to-sale tracking records for all cannabis products, per 935 CMR 500.105(8)(e);
4. The following personnel records:
    a. Job descriptions for each paid and volunteer position, with corresponding organizational charts consistent with the position descriptions;
    b. detailed personal records of all Delivered, Inc cannabis agents. All personnel records will be maintained for at least 12 months after termination of the Individual's affiliation with Delivered, Inc. All personnel records will include:
        i. All materials submitted to the CCC pursuant to 935 CMR 500.030(2);
        ii. Verification of references documentation;
        iii. Complete job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervisors;
        iv. 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;
        v. Documentation of periodic performance evaluations;

vi. A record of any disciplinary action taken;
vii. A signed notice of completed responsible vendor and eight-hour related duty training;

c. A detailed staffing plan that will accomodate accessible business hours, security requirements, and safe operating conditions;
d. Personnel policies and procedures; and
e. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

5. Business records, which will include manual or computerized records of:
    a. Company assets and liabilities;
    b. Monetary transactions;
    c. Books of accounts, including, journals, ledgers, and supporting documentation, agreements, checks, invoices, and vouchers;
    d. Detailed sales records including the quantity, form, and cost of cannabis or cannabis products; and
    e. Salary, wages, stipends, bonus, benefit, or item of value paid to any individual having direct or indirect control over the cannabis establishment.
6. Waste disposal records as required, per 935 CMR 500.105(12).
7. Following closure of the Cannabis Establishment, all records will be kept for a minimum of two (2) years at the expense of Delivered, Inc. Digital and paper copies will be made available to the Commission upon their request.

Maintenance of financial records

Delivered, Inc will maintain physical and computerized records. All records will be kept for a minimum of two (2) years, including in the event of Delivered, Inc's closure, in a secure and safe location. Both physical and digital copies will be made available to the Commission upon request. Delivered, Inc will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 in regarding our recordkeeping requirements. Delivered, Inc will maintain physical and digital records of all:

1. Assets and liabilities;
2. monetary transactions, including detailed sales records; and
3. compensation, including but not limited to wages, salaries, or stipends, bonuses, benefits, or items of value paid to any owner, partner, employee, and contractor.

Manipulating Delivered, Inc's financial records, including but not limited to the installation of software specifically to manipulate records, is strictly prohibited. Any agent who manipulates or attempts to manipulate Delivered, Inc's financial records will be dismissed and the Commission will immediately be notified. In order to maintain and ensure consistency and accuracy of Delivered, Inc's sales data, Delivered, Inc will conduct monthly inspections of all sales equipment, data, and software, on the last business day of each month.

Delivered, Inc will record all sales to Consumers and Marijuana Establishment through a manifest.

Delivered, Inc is committed to providing any and all requested records to the Commission.

Manifest

1. Every home delivery will have a manifest produced by Delivered, Inc. Manifests will be completed in duplicate, with the original manifest remaining at Delivered, Inc's warehouse, and a copy to be kept with the Delivered, Inc Agent during the delivery. The manifest will be signed by the Consumer receiving the cannabis or cannabis products and the Marijuana Establishment Agent acting on behalf of Delivered, Inc. A signed manifest will serve as the written record of the completion of the delivery. A manifest does not need to include Cannabis Accessories or Branded Goods, however, Delivered, Inc will maintain a record of the sale of all Delivery Items.
2. The manifest must, at a minimum, include:
    a. Delivered, Inc's name, address, and License number;
    b. The name and License number of the Delivery-only Licensee or a Cannabis Establishment with a Delivery Endorsement performing the home delivery;
    c. The names and Marijuana Establishment Agent numbers of the Cannabis Establishment Agents performing the delivery;
    d. The Consumer's name and address;
    e. A description of the cannabis or cannabis products being transported, including the weight and form or type of product;
    f. Signature lines for the agents who transported the cannabis or cannabis products;
    g. A signature line for Consumer who receives the cannabis or cannabis products; and
    h. Delivered, Inc's vehicle make, model, and license plate number.
3. The manifest will be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.
4. Delivered, inc will retain all transportation manifests for no less than one year and make them available to the Commission upon request.

Personnel Policies

Personnel Records

Personnel records for each employee will be maintained for at least twelve (12) months after employee separation from the company. Personnel records shall include, but not be limited to, the following:

1. Job description stating duties, authority, responsibilities, qualifications, and supervision;
2. Employment agreement, if any;
3. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
4. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).
5. Documentation relating to compensation, including a statement of graduated compensation by date and pay rate;
6. Documentation of periodic performance evaluations; and a record of any disciplinary action taken;
7. Disciplinary records, if any;
8. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI);
9. All materials required by the Commission pursuant to 935 CMR 500.030(2). Personnel records will be kept in a secure location to maintain confidentiality and be accessible only to the CEO, CSO, or designees, all of whom shall be members of the executive management team; and
10. A staffing plan and records in compliance with 935 CMR 500.105(9).

In compliance with CMR 500.105(9), Delivered Inc will maintain Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2).

Confidential information will be maintained in a locked filing cabinet for at least 12 months after termination. Such records 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; and The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision. Only the owner and assigned managers will have access to this filing cabinet.

In compliance with CMR 500.105(9), all employees will be required to pass a CORI and national background check conducted by a third party designated by the CCC. Delivered, Inc will take all appropriate steps to ensure all employees are properly screened and will maintain records of their results in the respective confidential employee file.

Employees will be screened by the Security Checkpoint, both when entering and exiting the facilities. Employees will be required to wear, at all times and have visible, their employee I.D. Employees will be required to use clear, see-through bags instead of purses and backpacks. Employee belongings are subject to inspection if reasonable suspicion exists.

Employees will be trained on best practices to ensure a safe work environment for all employees, both in the physical location and while performing deliveries. Our best practices will be based on the Occupational Safety and Health Administration's latest workplace recommendations, as appropriate for Delivered, Inc. Employees will be encouraged to report unsafe work conditions to their supervisors and/or owners, who will be responsible to take appropriate actions. Pursuant to 935 CMR 500.105(9), 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, will be stored in each employees' record.

Employees will be required protective equipment, such as gloves and hair nets, at all times when near or in contact with packaged cannabis products (Employees will NEVER be in direct contact with any cannabis or cannabis products. All products must be properly tested, sealed, and labeled when Delivered, Inc employees arrive to pick up an order.

The Delivered, Inc facility will be an alcohol, drug, and smoke-free workplace. Employees caught in violation of this policy are subject to immediate termination.

Delivered, Inc will immediately dismiss any cannabis establishment agent who has:

11. Diverted or attempted to divert cannabis, which will also be reported to the appropriate law enforcement officials and the Commission;
12. Engaged in unsafe practices with regard to operation of the Cannabis Establishment, which will be reported to the Commission;
13. or been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

A list of all board members, executives, and members of Delivered, Inc will be available on Delivered, Inc's website and at our physical facility, upon request.

Delivered, Inc does not and will not discriminate on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital

status, sexual orientation, or military status, in any of its activities or operations. These activities include, but are not limited to, hiring and firing of staff, selection of volunteers and vendors, and provision of services. We are committed to providing an inclusive and welcoming environment for all members of our staff, volunteers, subcontractors, vendors, partners, and clients.

EMERGENCY PLAN

All exits will be clearly marked, with lighted exit signs. All rooms will contain maps of the facility with the planned evacuation route highlighted, as well as locations of all fire extinguishers in accordance with 29 CFR 1910.36(a)(1) and 29 CFR 1910.157(c)(1).

Rooms will be equipped with smoke detectors, carbon monoxide alarms, employee alarms, as well as fire extinguishers. The plan will be given to all employees in accordance with 29 CFR 1910.38(b).

Employees will be chosen for specific emergency roles in compliance with 29 CFR 1910.38(f)(1), and all employees will be accounted for before and after the emergency as per 29 CFR 1910.38(c)(4).

Vehicles will have laminated copies of a document titled “Steps to take in case of an Emergency” stored in the glove compartments. Drivers and passengers will review this document with their supervisor prior to their first delivery. The document will consist of steps that can be taken in the event of an emergency, such as calling the appropriate law enforcement and methods to stay out of danger, among others.

STANDARDS OF CONDUCT AND EMPLOYEE PERFORMANCE

Anti- Harassment and Discrimination

The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful

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

Prohibited Conduct:

Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

a. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement;
b. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or
c. it creates a hostile or offensive work environment.

Prohibited harassment includes (but is not limited to) unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

Complaint Procedure:

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

Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation which may involve interviewing witnesses if warranted and, if improper conduct is found, take appropriate corrective action.

To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

Attendance

Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

Discipline and Standards of Conduct

As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal

counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be terminated immediately.

Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate). Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property). Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination.

a. Dishonesty;
b. Falsification of Company records;
c. Unauthorized use or possession of property that belongs to the Company, a coworker, or of the public;
d. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
e. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
f. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
g. Unauthorized or careless use of the Company's materials, equipment or property;
h. Unauthorized and/or excessive absenteeism or tardiness;
i. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;

j. Sexual or other illegal harassment or discrimination;
k. Unauthorized use or disclosure of the Company's confidential information;
l. Violation of any Company policy.

Dress Code

What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and appropriateness for the safe performance of your job.

Safety

The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

Substance and Abuse

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

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

part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

Workplace Searches

All offices, desks, file drawers, cabinets, lockers, Company vehicles, and other Company equipment (including but not limited to computers, e-mail and voice mail) and facilities or any area on Company premises are the property of the Company ("Company Property"), and are intended for business use. Employees should have no expectation of privacy with respect to Company property and/or items stored within Company Property or on Company premises. Inspection may be conducted at any time, without notice, at the discretion of the Company.

In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, brief cases, lunch boxes or any other possessions or articles brought on to the Company's premises.

Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

Cell Phone Policy

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

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

CODE OF ETHICS

We base our business code of ethics on common principles of ethics.

Respect for others. Treat people as you want to be treated.

Integrity and honesty. Tell the truth and avoid any wrongdoing to the best of your ability.
Justice. Make sure you're objective and fair and don't disadvantage others.
Lawfulness. Know and follow the law – always.
Competence and accountability. Work hard and be responsible for your work.
Teamwork. Collaborate and ask for help.

WHISTLE-BLOWER POLICY

Delivered, Inc. requires directors, officers, and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of the Company, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that the Company can address and correct inappropriate conduct and actions. It is the responsibility of all board members, officers, employees, and volunteers to report concerns about violations of the Company's code of ethics or suspected violations of law or regulations that govern the Company's operations.

No Retaliation

It is contrary to the values of the Company for anyone to retaliate against any board member, officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of the Company. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

Reporting Procedure

The Company has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with Dan Moreno Ruben Seyde, or any other board member. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the Company's Compliance Officer, who has the responsibility to investigate all reported complaints. Employees with concerns or complaints may also submit their concerns in writing directly to their supervisor or the Executive Director or the organization's Compliance Officer.

Compliance Officer

The Company's Compliance Officer is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Board of Directors of all complaints and their resolution and will report at least annually to the Board on compliance activity relating to accounting or alleged financial improprieties.

Accounting and Auditing Matters

The Company's Compliance Officer shall immediately notify the Audit Committee/Finance Committee of any concerns or complaint regarding corporate accounting practices, internal controls or auditing and work with the committee until the matter is resolved.

Acting in Good Faith

Anyone filing a written complaint concerning a violation or suspected violation must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly to be false will be viewed as a serious disciplinary offense.

Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Handling of Reported Violations

Delivered, Inc.'s Compliance Officer will notify the person who submitted a complaint and acknowledge receipt of the reported violation or suspected violation. All reports will be promptly investigated, and appropriate corrective action will be taken if warranted by the investigation.

EQUAL EMPLOYMENT OPPORTUNITY & AMERICANS WITH DISABILITIES ACT

It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, the Company will make reasonable accommodations for employees' observance of religious holidays and

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

Moreover, in compliance with the Americans with Disabilities Act (ADA), the Company provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or

COMPENSATION AND EMPLOYMENT PRACTICES

Standard Employment Practices

Delivered, Inc. offers competitive wage and benefits packages, and shall develop a workplace culture that values work-life balance, transparent and accessible management, and a work ethic consistent with the cannabis program in Massachusetts.

Compensation

Compensation shall be negotiated on an individual basis. the Company shall determine compensation based on the prevailing wage in the marketplace. Compensation shall account for skill, experience, education, work history and other lawful criteria as determined by the Company. The CEO and the executive management team shall determine compensation rates. the Company shall at all

times comply with applicable state and federal law in determining employee compensation.

Compliance with Law and Regulation

the Company's written policies shall adhere to applicable federal and state laws, including but not limited to the Family and Medical Leave Act, the Consolidated Omnibus Budget Reconciliation Act, the Equal Employment Opportunity Act, the Employee Retirement Income Security Act, the Americans with Disabilities Act, 935 CMR 500.000 et. seq., and with laws pertaining to holidays, work hours, personal time, paid time off, confidentiality and workplace safety. The executive management team oversees company compliance, and the CEO shall implement company policies and procedures.

Staffing plan and records

In compliance with 935 CMR 500.105(9), our staffing plan is as follows:

EXECUTIVE MANAGEMENT

Chief Executive Officer: The CEO shall provide overall leadership and vision for Delivered, Inc. The CEO will work with and support the executive management team and employees to ensure that the Company is setting reasonable business and community benchmarks, achieving its goals and fulfilling its mission. CEO duties shall include the following:

a. Develop, oversee and execute a staffing plan and certain hiring protocols;
b. Develop and implement personnel policies and procedures;
c. Develop protocols to attract, hire, advance, discipline and terminate employees and volunteers as needed to support the Company's operations;
d. Ensure compliance with 935 CMR 500.105(2)(b), including all Responsible Vendor Training requirements for employees;
e. Ensure compliance with all workplace policy laws and requirements;
f. Ensure compliance with Massachusetts law and regulations, including 935 CMR 500.000 et seq.;

g. Prepare and amend from time to time a plan to ensure ongoing compliance with the provisions of 935 CMR 500.101(1)(c)(7);
h. Prepare and amend from time to time a set of detailed written operating procedures to ensure ongoing compliance with the provisions of 935 CMR 500.105(1);
i. Keep and maintain all the Company records, and making such records available for inspection by the Commission, upon its request, in accordance with 935 CMR 500.105(9);
j. Working with the executive management team and the GM, to implement a plan to prevent the diversion of product in accordance with the applicable regulations, including 935 CMR 500.101 and 935 CMR 500.105;
k. Ensure that such anti-diversion plan incorporate the use of video monitoring, employee training, written guidance to employees, executive supervision and physical inspection of the premises, among other tactics;
l. Working with the executive management team and the GM, to implement a diversity plan to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations;
m. Ensure that each member of the executive management team shall attest by his signature that he has read and understands the requirements of 935 CMR 500.000 et seq., and shall keep a copy of such attestation within the books and records of the Company;
n. Lead the Company's interactions with state regulators and municipal officials; and
o. Working as the team leader with other executives and employees, to review the Company's business and community objectives, and implement plans to achieve those objectives.

Chief Security Officer: The CSO is responsible for implementing security policies and procedures for the Company. The CSO will maintain, implement, review and

amend such policies as required by the business. CSO duties shall include the following:

a. Ensure compliance with all provisions of 935 CMR 500.110;
b. Review and ensure proper maintenance of all security apparatus, including physical, human and technological security methods and equipment;
c. Interact with state inspectors and municipal law enforcement authorities;
d. Train and supervise security staff;
e. Develop a plan for educating employees on the strict anti-diversion policy at the Company;
f. Develop, review and supervise the process through which the Company will report security incidents;
g. Prepare reports, in written and electronic form, relative to the maintenance of security at the Company, and generate any reports required by regulation to be provided to state regulators or law enforcement;
h. Maintain current list of all authorized and registered employees working for the Company;
i. Maintain current list of all employees authorized to access designated areas of the facility;
j. Lead a working group comprised of the CEO, GM and any other designated personnel to ensure that current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of the Company employees and assets;
k. Ensure that all personnel complete and satisfy all background checks requirements prior to performing any the Company functionality; and
l. Provide staffing, shift change and general oversight of security operations.
m. In the event of any suspected diversion incident, perform an internal audit, referencing video surveillance, and product tracking software, to locate the time, place and agent involved with the discrepancy, and document and report in accordance with 935 CMR 500.110(1)(m).

Chief Financial Officer: The CFO is responsible for handing all financial aspects of the company, including the following tasks:

a. Maintenance of financial records including purchase orders;
b. Profit and loss projections;
c. Cash management and financial reporting;
d. Budget management;
e. Payroll funding and management;
f. Hiring of tax, accounting, payroll, legal and other professional services;
g. Generating reports regarding gross sales, on a daily, monthly and annual basis, in a form and manner determined by the CEO.

EMPLOYEES

General Manager: The GM shall supervise all logistical operations, including the handling, transfer, storage and transportation of products. The GM shall serve as a supervisor to all aspects of the facility. GM duties shall include the following:

a. ensure that all equipment, fixture and furniture is in working order;
b. ensure that employees comply with all security protocols;
c. participate in developing and supervising all logistics, in collaboration with the CEO and other executives and employees, as required by 935 CMR 500.101(1)(c)(7);
d. in collaboration with the CEO and other members of the executive management team, assuring that the Company remain compliant with all general operational requirements as set forth at 935 CMR 500.105; and
e. reporting to the CEO and other members of the executive management team with respect to general operations.

Marijuana Establishment Agent: EAs participate in a variety of retail sales, security, inventory, and cleanliness functions. EAs operate under the direction of the General Manager. EA duties shall include the following:

a. assuring accurate and efficient use of the Company's sale tracking system in compliance with 935 CMR 500.105(8);
b. at the direction of the GM, complete all EA training as required by 935 CMR
c. 500.105(2);
d. after packaging for sale and transportation, EAs will be responsible for collecting the selected product from the product storage area and scanning the barcode into the POS system;
e. weighing and packaging the product and placing the product into an approved child-resistant package in compliance with 935 CMR 500.105(5);
f. generating and affixing a label to the product, and confirming that the label reflects the date, strain name, cannabinoid profile, and all applicable warnings as required by 935 CMR 500.105;
g. all EAs must comply with 935 CMR 500.105(3), requirements for safe handling of marijuana.

Associate Security Agent: ASAs monitor the Company's security systems. ASAs shall perform the following duties:

a. Monitor alarm systems, doors, interior and exterior video cameras, motion sensors and related technology;
b. Assure that all employees and others accessing the facility have the appropriate credentials and identification;
c. Assure that only properly authorized individuals are able to gain access to the facility;
d. Lead the Company's response in the event of fire, theft, intrusion or other threat to health and safety at the facility;
e. Respond and investigate security situations and alarm calls;
f. Clearly document the incident and details surrounding the incident in a written report for the CSO;
g. Monitor all employee entrances to the facility;
h. Maintain log books; and

i. Provide escorted access as required in restricted areas.

Compliance Specialist: The Compliance Specialist shall administer background checks and suitability determinations for all the Company employees. Compliance Specialist duties shall include the following:

a. In collaboration with the CSO, implementing and administering background checks on all employees in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.000;
b. In collaboration with the CSO, CCO, CPO, and CEO, uphold the regulations set forth by the commission in 935 CMR 500.000, including routine compliance walk throughs of the facility to be completed not less than once per quarter;
c. Reviewing background checks prior to any employee commencing work, and prior to any employee being granted access to any the Company facility in a manner consistent with Massachusetts law and regulation, including 935 CMR 500.100;
d. Registering each employee with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 for purposes of determining suitability;
e. For purposes of further ensuring employee suitability, the CSO shall:
    - Review any and all conditions, offenses, and violations occurring in Massachusetts or any other state, whether under state law or under the laws of the United States, or the law of any military, territorial or Native American tribal authority, or any other jurisdiction.
    - Review any and all criminal disqualifying conditions, offenses, and violations;
    - Where applicable, review all look back periods for criminal offenses and violations included in 935 CMR 500.802 commencing upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period will commence upon release from incarceration.

- Exclude from consideration any juvenile dispositions as a factor for determining suitability.
- Analyze all background checks to Massachusetts law, including but not limited to 935 CMR 500.800, inclusive of all tables and exhibits.
- Not less frequently than quarterly, review Massachusetts law and CCC regulations and guidance to determine any change in recommended best practice.
- Administer the Company background check protocol, in accordance with Massachusetts law and regulation, and any guidance provided by the CCC from time to time, including 935 CMR 500.802 and related tables.
    - h. Determine whether grounds exist for Mandatory Disqualification or Presumptive Negative Suitability Determination and, in the event a Presumptive Negative Suitability Determination is made, the Company will
- consider the following factors: (i) time since the incident; (ii) age of the subject at the time of the incident; (iii) nature and specific circumstances of the incident; (iv) sentence imposed and length, if any, of incarceration, if criminal; (v) penalty or discipline imposed, including damages awarded, if civil or administrative; (vi) relationship of offense or incident to nature of work to be performed; (vii) number of offenses or incidents; (viii) whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered; (ix) if criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and (x) any other relevant information, including information submitted by the subject.

Upon finding an adverse determination, a Compliance Specialist shall:

a. Report the adverse finding to the CSO immediately;
b. Within seven (7) days of such determination, provide the applicant a copy of the background screening report and a final adverse determination letter providing the applicant with instruction relative to the right to dispute the contents of the report and rights to supplement or pursue an appeal to the Suitability Review Commission;
c. Document such adverse determination in compliance with all requirements set forth in 935 CMR 500 et seq.; and
d. Maintain such determination within the Company personnel records.

Inventory Manager: At least weekly, the IM shall record an inventory count, and shall report same to the CCO and CEO. Additional IM duties shall include the following:

a. Develop and implement comprehensive inventory controls;
b. Develop and implement comprehensive reporting policies to meet internal and external reporting requirements;
c. Maintain all inventory records;
d. Staffing and supervising all AIAs;
e. Handle, store, label and track all inventory; and
f. Working with the CCO and CSO, implement safe and compliant transportation protocols, including but not limited to compliance with 500.050(5)(a).

Associate Inventory Agents: AIAs support the daily functionality of the Inventory Manager. AIA duties shall include:

a. Maintaining all records relating to inventory, including storage, transfer, audit, package, inventory levels and demand, and other records as required by the business;

b. Documenting the acquisition, sale, disposal and ending inventory counts on a daily and monthly basis;
c. Ensuring that product is properly packaged, stored, labeled, maintained and recorded within the Company's electronic and physical systems; and
d. Ensuring proper storage and disposal of waste in accordance with 935 CMR 500.105(12).

Amended Diversity plan

Delivered Inc is committed to hiring a diverse workforce, specifically, women, minorities, veterans, people with disabilities, and LGBTQ+.

Hired employees will receive training in industry related areas such as the use of METRC and basic safety and sanitation practices.

Goals

1) Delivered Inc aims to have our workforce made up with a minimum of: 50% of employees identifying as women; 25% of employees identifying as minorities; 10% of employees identifying as veterans; 10% of employees identifying as persons with disabilities; and 10% of employees identifying as LGBTQ+.

2) Delivered Inc aims to have our suppliers, vendors, and service providers made up with a minimum of: 25% of suppliers, vendors, and service providers identifying as women, 25% of suppliers, vendors, and service providers identifying as minorities, 20% of suppliers, vendors, and service providers identifying as veterans, 10% of suppliers, vendors, and service providers identifying as LGBTQ+, and 10% of suppliers, vendors, and service providers identifying as persons with disabilities.

Programs

1) Our recruiting and hiring process will target women, minorities, veterans, people with disabilities, and people identified as LGBTQ+. We will post hiring ads online and in local newspapers, such as The Hampshire Gazette, specifically stating that we are hiring women, minorities, veterans, people with disabilities, and people identified as LGBTQ+ at least once a month, when actively hiring.

2) When seeking new suppliers, vendors, and service providers, our Operations team will identify and whenever possible work with minority-owned, women-owned, veteran-owned, LGBTQ+-owned, and businesses owned by people with disabilities. We will utilize the CCC licensing and Open Data resources, and the Massachusetts Supplier Diversity Office and use community resources, such as the Facebook page "Western Mass for Black Lives" to identify minority-owned, women-owned, veteran-owned, LGBTQ+-owned, and businesses owned by people with disabilities.

Measures and Accountability

1) To this end and on an annual basis, during Delivered Inc's annual license renewal period, will count the number of individuals hired who are women, minorities, veterans, persons with disabilities, and LGBTQ+ on a monthly basis. We will use this data to ensure that our goals are met or that we are making progress to meet our goals. If we find that our goals are not being met, we will determine what steps are necessary to further increase the diversity at Delivered.
2) Delivered will conduct monthly audits of hired contractors to ensure that we are working with minority-owned, women-owned, veteran-owned, LGBTQ+-owned, and businesses owned by people with disabilities. We will adjust our contractor hiring process as necessary if we are not meeting our goals.
3) Delivered will assess and review its progress in order to evaluate the success of its Diversity Plan. Delivered will submit a report documenting progress and success of it Diversity Plan to the CCC at least 60 days prior to the annual renewal date of Delivered's Provisional License and each yearly renewal period thereafter.

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

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