Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP282139

Original Issued Date: 06/07/2023

Issued Date: 06/13/2024

Expiration Date: 06/13/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Blossom Flower LLC

Phone Number: 413-250-6104 **Email Address:** damaris.aponte42@gmail.com

Business Address 1: 1 Cabot Street **Business Address 2:**

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

Mailing Address 1: 1 Cabot Street **Mailing Address 2:**

Mailing City: HOLYOKE **Mailing State:** MA **Mailing Zip Code:** 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 **Percentage Of Control:** 100

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

First Name: DAMARIS **Last Name:** APONTE **Suffix:**

Gender: Female **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: Puerto Rican

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Damaris **Last Name:** Aponte **Suffix:**

Marijuana Establishment Name: Riverside Cannabis LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: HOLYOKE **Marijuana Establishment State:** MA

Individual 2

First Name: Damaris **Last Name:** Aponte **Suffix:**

Marijuana Establishment Name: Blossom Flower LLC **Business Type:** Other

Marijuana Establishment City: HOLYOKE **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Cabot St

Establishment Address 2:

Establishment City: Holyoke **Establishment Zip Code:** 01040

Approximate square footage of the Establishment: 2000 **How many abutters does this property have?:** 30

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

HOST COMMUNITY INFORMATION
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Executed HCA Waiver	hca.pdf	pdf	6656836a368f12000848043b	05/28/2024

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.: $

POSITIVE IMPACT PLAN
Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Blossom Flower - PIP - 12.5.22 RFI.pdf	pdf	638e13a052253500083c0e53	12/05/2022

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: **Other Role:**

First Name: Damaris **Last Name:** Aponte **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Dept Unemployment Assistance Certificate.pdf	pdf	634dc9aa2bb69400086cfbcb	10/17/2022
Articles of Organization	Cert of Org - {BF}.pdf	pdf	634dc9ab76c66600082998f3	10/17/2022
Bylaws	blossom flower operating agreement.pdf	pdf	6384f631a0fd020008c7ffc3	11/28/2022
Department of Revenue - Certificate of Good standing	BF Certificate of Good standing dor.pdf	pdf	6384f63ca0fd020008c7ffe9	11/28/2022
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts.pdf	pdf	6385123a522535000833e4d5	11/28/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	BF cert of good standing 2024.pdf	pdf	65ce47a5f8aae300097c703a	02/15/2024
Department of Unemployment Assistance - Certificate of Good standing	Dept Unemployment Assistance Certificate .pdf	pdf	65ce483a4e4a6100071eb843	02/15/2024
Secretary of Commonwealth - Certificate of Good Standing	BF DOR cer good standing 2024.pdf	pdf	65ce505d4e4a6100071edf09	02/15/2024

Massachusetts Business Identification Number: 001438198

Doing-Business-As Name:

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Blossom Flower_Plan for Obtaining Liability.pdf	pdf	62a34bc2eb816b000879165f	06/10/2022
Business Plan	Blossom Flower, LLC - Business Plan.pdf	pdf	6384e6c65225350008336686	11/28/2022
Proposed Timeline	BF timeline.pdf	pdf	65ce509e4e4a6100071ee246	02/15/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Types of products Manufactured.	Blossom Flower_Types of Products Manufactured.pdf	pdf	62a334d1eb816b000878f110	06/10/2022
Method used to produce products	Blossom Flower_Method Used to Produce Products.pdf	pdf	62a334d75871d1000889419b	06/10/2022
Restricting Access to age 21 and older	Blossom Flower_Plan for Restricting Access to Age 21 and Older.pdf	pdf	62a334e55871d100088941bc	06/10/2022
Security plan	Blossom Flower_Security.pdf	pdf	62a334e95871d100088941d3	06/10/2022
Prevention of diversion	Blossom Flower_Prevention of Diversion.pdf	pdf	62a334f25871d100088941e7	06/10/2022
Storage of marijuana	Blossom Flower_Storage of Marijuana.pdf	pdf	62a334f8eb816b000878f13e	06/10/2022
Transportation of marijuana	Blossom Flower_Transportation of Marijuana.pdf	pdf	62a334fc5871d100088941fb	06/10/2022
Inventory procedures	Blossom Flower_Inventory Procedures.pdf	pdf	62a33502eb816b000878f152	06/10/2022
Quality control and testing	Blossom Flower_Quality Control and Testing.pdf	pdf	62a33507eb816b000878f166	06/10/2022
Personnel policies including background checks	Blossom Flower_Personnel Policies Including Background Checks.pdf	pdf	62a3350feb816b000878f17a	06/10/2022
Record Keeping procedures	Blossom Flower_Recordkeeping Procedures.pdf	pdf	62a33513eb816b000878f191	06/10/2022
Maintaining of financial records	Blossom Flower_Maintaining of Financial Records.pdf	pdf	62a3351a5871d10008894245	06/10/2022
Qualifications and training	Blossom Flower_Qualifications and Training.pdf	pdf	62a33522eb816b000878f1af	06/10/2022
Energy Compliance Plan	Blossom Flower_Energy Compliance Plan.pdf	pdf	62a33526eb816b000878f1c6	06/10/2022
Safety Plan for Manufacturing	Blossom Flower_Safefty Plan.pdf	pdf	62a3352beb816b000878f1da	06/10/2022
Sample of unique identifying marks used for branding	Blossom Flower_Sample of Unique Identifying Marks.pdf	pdf	62a34b525871d100088966cc	06/10/2022
Plan to Obtain Marijuana	Blossom Flower_Plan for Obtaining Marijuana.pdf	pdf	62a34c39eb816b0008791870	06/10/2022
Diversity plan	Blossom Flower Diversity[79].pdf	pdf	6384f661522535000833961d	11/28/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Blossom Flower is not an open business. As soon as it opens, it will be able to comply and establish goals listed in the Positive Impact Plan

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Blossom Flower is not an open business yet. As soon as it opens it will comply and establish goals listed in the diversity plan.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	BF municipal letter 2023.pdf	pdf	65ce4bf54e4a6100071ecca7	02/15/2024

Name of Item: BLOSSOM FLOWER LLC Item Type: Non-Edible MIP

Item Description: Blossom Flower is not an open business yet. It cannot give any requirements or specifications on any products since we are not open or producing any products.

HOURS OF OPERATION

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

Mayor Joshua A. Garcia
City of Holyoke

Lisa A. Ball, Esq.
City Solicitor

Kathleen E. Degnan, Esq.
Jane L. Mantolesky, Esq.
Michael D. Bissonnette, Esq.
Jeanne A. Liddy, Esq.
Mary E. Gotham, Paralegal

October 18, 2023

SENT VIA E-MAIL & REGULAR MAIL
BLOSSOM FLOWER, LLC (Delivery)
ATTN: Damaris Aponte, Owner
16 Mayer Drive
Holyoke, MA 01040

Subject: Request for records of costs related to Blossom Flower, LLC's operations in Holyoke MA for annual State License Renewal

Dear Ms. Aponte:

Please accept this letter as the City of Holyoke's (the "City's") response to your public records request, on behalf of Blossom Flower, LLC for records of any costs incurred by the City related to the Company's marijuana establishment at 1 Cabot Street, in Holyoke, (the "Establishment").

Holyoke is the process of updating all renewal and impact documentation for license holders in the city.

As you know, Holyoke is reviewing and continuing to document impact costs that have been realized, and will continue to be realized including, not limited to, potential public health consequences and related requirements for educational programming, potential public use and underage user enforcement, and infrastructure costs. Accordingly, this present assessment of costs is understood to be preliminary and is likely an incomplete accounting of potential impact areas that would be reasonably related to the Blossom Flower, LLC's operations at 1 Cabot Street, Holyoke, which the City anticipates includes the following:

1. Municipal inspection costs.

2. Executive, planning, legal, and inspection staff time spent involving comprehensive business plan review, community outreach and other assistance.

3. Executive and Administrative time associated with Host Community Agreement ("HCA") negotiations.

4. Planning staff time to facilitate permitting; other staff time related to public hearings/meetings on permits/licenses for Establishment operations.

5. Traffic studies and/or mitigation review and implementation, including the implementation of new traffic signs and signals.

6. Increased law enforcement services and public safety personnel, including overtime costs where higher congestion or crowds are anticipated and/or where criminal activity has been reported.

7. Legal fees and costs associated with drafting, negotiating, and/or reviewing the HCA, operational plans and local permitting applications; legal fees and costs associated with public hearings/meetings on permits/licenses for Establishment licensing, including costs of publishing public hearing notices.

8. Executive/administrative/staff time assisting the Establishment implement its community impact/engagement plan (including facility costs if community engagement meeting(s) held on municipal property).

9. Executive and Administrative time spent on developing re-opening rules during the COVID-19 pandemic and addressing Establishment operations during the pandemic.

10. Time spent reviewing and responding to federal subpoenas related to marijuana establishment licensing, permitting, or operations.

11. Studies or improvements to address increased impact on municipal utilities (water/electricity).

12. Time spent developing community awareness of responsible approaches to cannabis use and avoidance of substance abuse.

13. Costs associated with the increase in substance abuse, including but not limited to such items as increased demand on local health care clinics and facilities; need for increased counseling and/or invention programs.

14. Costs related to increased fire protection services.

15. Costs related to road and other infrastructure systems and improvements.

16. Costs associated with record keeping, including but not limited to documentation of costs reasonably related to community impacts.

17. Potential public use and underage user enforcement costs.

18. Costs to address potential public health consequences of marijuana use.

19. Educational programming costs including public health classes and DARE resource costs.

20. Infrastructure studies.

21. Municipal review of future operational issues.

22. Costs of drug recognition experts and advanced roadside impairment driving enforcement training programs for local police officers.

23. Other specialized training for local law enforcement officers.

24. Executive/administrative/staff/public safety/legal time spent responding to complaints or inquiries about the Establishment or its operations.

25. Any other City costs incurred in relation to the Establishment or its operations, including impacts on real estate and commercial development.

26. Studies to determine relative increases in substance abuse problems in the community

27. Legal fees associated with agreements other than the HCA, such as parking licenses; leases, easements or sale of City property, etc.

28. Police/Fire time associated with security plan review.

29. Executive and Administrative time associated with budget development to address community impacts.

30. Time spent responding to Public Records Requests related to the Establishment or its operations.

31. School specific programming and services.

32. Increased funding/provision of public health services.

33. Impacts on businesses and activities in the vicinity of the Establishment.

Blossom Flower, LLC's impacts on the community are still emerging especially as the cannabis industry continues to grow in Holyoke and throughout the Commonwealth. They also have been further accentuated by the unusual circumstance of the coronavirus pandemic and its associated requirements and restrictions, including municipal closures and staffing shortages. It should therefore be understood that this analysis is both evolving and ongoing.

The City of Holyoke has established a process that includes an open discussion with the industry, an application to utilize impact fee funds, a Citizens Review Committee, mayoral and legal department review, and finally a City Council vote of at least 2/3 majority to approve the spending request. The City anticipates that it will be able to more fully realize and analyze the impacts related to Blossom Flower, LLC as it continues to engage in operations.

Respectfully,

Lisa A. Ball
City Solicitor
City of Holyoke

Gmail

Damaris Aponte <damaris.aponte42@gmail.com>

Impact Fee letter

Damaris Aponte <damaris.aponte42@gmail.com> Wed, Oct 18, 2023 at 10:05 AM
To: Aaron Vega <vegaa@holyoke.org>

Hello Aaron,

Hope all is well. Can you get me an impact fee letter for the CCC please. I need to renew Blossom Flower delivery and need proof of impact fees. Thank You

Damaris

Positive Impact Plan Blossom Flower

Regulatory Acknowledgements

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

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

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

Programs:

Our company's Positive Impact Plan (PIP) comprises four programs which will be implemented by company staff and management;

1. Hiring a work force with a focus on residents of the City of Holyoke, an Area of Disproportionate Impact
2. Provide Business Educational tours and workshops in our facility to connect the communities we grew up in and people we grew up with to the complexities and successes of the regulated cannabis industry.
3. Community outreach and engagement within the neighborhoods of Holyoke to educate residents about our Latina woman, minority, and Social Equity-owned business.
4. Food and clothing drives on site for non-monetary donations to local food bank and charitable clothing services.

Goals:

1. To hire a minimum of 50% Latino and Latina residents from the City of Holyoke, an Area of Disproportionate Impact
2. Provide a monthly tour of the facility with a focus on local residents from underserved neighborhoods such as the Holyoke Flats neighborhood. As part of such tours, educational materials will be created to provide to tour participants in helping them understand the steps to entering the regulated cannabis industry. Some monthly tours will have themes such as Seed to Sale tracking, or Cultivation Assistant 101
3. Quarterly, community outreach by employees in Holyoke neighborhoods to disseminate educational materials on the Social Equity Program and industry opportunities.

4. Fill container with 50 pounds of clothing for our clothing drive and one 50 pound box for our food drive, for donation to Holyoke residents, quarterly.

Metrics:

1. After one year of operations, are 50% of our management and staff Black and Latino or residents from the City of Holyoke?
2. Have we provided 12 tours (one 1 hour tour per month) to the public, with a focus on word of mouth outreach in our community to encourage underserved residents to attend?
3. Have we written, printed and disseminated educational materials about the steps to entering the cannabis industry at our tours?
4. Was evidence for such tours provided via flyers left at residences, outreach and word of mouth advertising in the Holyoke Flats?
5. Have we gathered staff once a quarter to walk the local neighborhoods, with an intent to disseminate education materials and speak directly to residents about the Social Equity program and our woman, minority, and Social Equity owned business?
6. Have we weighed or measured our clothing bin and food box to reach our goal of 50 pounds each for donation, on a quarterly basis?

Blossom Flower acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $500.00

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

Certificate of Organization
(General Laws, Chapter)

Identification Number: 001438198

1. The exact name of the limited liability company is: BLOSSOM FLOWER LLC

2a. Location of its principal office:
No. and Street: 16 MAYER DR
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:
No. and Street: 16 MAYER DR
16 MAYER DR
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:
THIS LLC IS BEING FORMED WITH THE SOLE PURPOSE OF APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name: DAMARIS APONTE
No. and Street: 16 MAYER DR
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DAMARIS APONTE	16 MAYER DR HOLYOKE, MA 01040 USA

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

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

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

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

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of May, 2020,
DAMARIS APONTE

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

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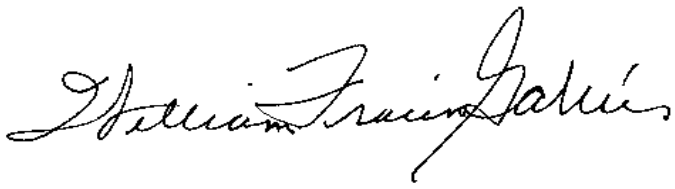
All Rights Reserved

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 15, 2020 03:37 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

OPERATING AGREEMENT
OF
BLOSSOM FLOWER LLC

This Operating Agreement (the "**Agreement**") of Blossom Flower LLC (the "**Company**"), executed on this August 3, 2021 and effective as of May 15, 2020 (the "**Effective Date**"), is entered into by and between the Company and Damaris Aponte, as the single member of the Company (the "**Member**").

RECITALS

WHEREAS, the Company was formed as a limited liability company on March 25, 2021 by the filing of a certificate of organization ("**Certificate of Organization**") with the Secretary of the Commonwealth of Massachusetts pursuant to and in accordance with the Massachusetts Limited Liability Act, as amended from time to time (the "**MLLCA**"); and

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

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

Section 1 **Name**. The name of the Company is Blossom Flower LLC.

Section 2 **Purpose**. The general character of the Company is to purchase and own real estate, together with any and all other lawful acts or activities for which limited liability companies may be formed under the MLLCA and to engage in any and all necessary or incidental activities.

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

Section 4 **Principal Office; Registered Agent**.

(a) Principal Office. The location of the principal office of the Company shall be 1 Cabot Street, Holyoke, MA 01040, or such other location as the Member may designate.

(b) Registered Agent. The registered agent of the Company for service of process in the Commonwealth of Massachusetts and the registered office of the Company in the Commonwealth of Massachusetts shall be that person and location reflected in the Certificate of Organization. In the event the registered agent ceases to act as such for any reason or the registered office shall change, the Manager shall promptly designate a replacement registered agent or file a notice of change of address, as the case may be, in the manner provided by law.

Section 5 **Members**.

(a) Initial Member. The Member owns one hundred percent (100%) of the membership interests of the Company. The name and the business, residence, or mailing address of the Member are as follows:

Damaris Aponte
1 Cabot Street
Holyoke, MA 01040

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

(c) Membership Interests; Certificates. The Company will not issue any certificates to evidence ownership of the membership interests.

Section 6 **Management**.

(a) Management of the Company. The operations and affairs of the Company shall be managed by a manager (the "**Manager**"). Any action taken by the Manager shall constitute the act of and serve to bind the Company. Persons dealing with the Company are entitled to rely conclusively on the power and authority of the Manager as set forth in this Agreement. The Manager shall have all rights and powers of managers under the MLLCA, and shall have such authority, rights and powers in the management of the Company to do any and all other acts and things necessary, proper, convenient or advisable to effectuate the purposes of this Agreement.

(b) Initial Manager. The initial Manager shall be Damaris Aponte.

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

Section 7 **Liability of Member, Managers, and Officers; Indemnification**.

(a) Liability of Member, Managers, and Officers. Except as otherwise required in the MLLCA, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and the Member, the Managers, and the Officers shall not be personally liable for any such debt, obligation or liability of the Company solely by reason of being or acting as a member, manager, or officer of the Company.

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

Section 8 **Term**. The term of the Company shall be perpetual unless the Company is dissolved and terminated in accordance with Section 12.

Section 9 **Capital Contributions**. The Member may contribute to the Company such cash, property, or services as determined by the Member from time to time, or loan funds to the Company, as the Member may determine in its sole and absolute discretion; provided, that absent such determination, Member is under no obligation whatsoever, either express or implied, to make any such contribution or loan to the Company.

Section 10 **Tax Status**; **Income and Deductions**.

(a) Tax Status. As long as the Company has only one (1) member, it is the intention of the Company and the Member that the Company be treated as a disregarded entity for federal and all relevant state tax purposes and neither the Company, the Manager, nor the Member shall take any action or make any election which is inconsistent with such tax treatment. All provisions of this Agreement are to be construed to preserve the Company's tax status as a disregarded entity.

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

Section 11 **Distributions**. Distributions shall be made to the Member at the times and in the amounts determined by the Manager, subject to the obligations of the Company and applicable law. Notwithstanding the foregoing, the Manager shall make quarterly distributions to the Member in an amount equal to the Members quarterly estimated taxes due in

connection with the Member's membership interest in the Company, which shall be estimated in good faith by the Manager.

Section 12 **Dissolution**; **Liquidation**.

(a) The Company shall dissolve, and its affairs shall be wound up upon the first to occur of the following: (i) the written consent of the Member or (ii) any other event or circumstance giving rise to the dissolution of the Company under Section 43 of the MLLCA, unless the Company's existence is continued pursuant to the MLLCA.

(b) Upon dissolution of the Company, the Company shall immediately commence to wind up its affairs and the Manager shall promptly liquidate the business of the Company. During the period of the winding up of the affairs of the Company, the rights and obligations of the Member and the Manager under this Agreement shall continue.

(c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner, which sales, to the extent permitted by and subject to applicable laws, shall first be offered to the Members), and the assets of the Company or the proceeds therefrom shall be applied as follows: (i) first, to creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof); and (ii) second, to the Member.

(d) Upon the completion of the winding up of the Company, the Member shall file the Certificate of Cancellation in accordance with the MLLCA.

Section 13 **Miscellaneous**.

(a) Amendments. Amendments to this Agreement may be made only with the written consent of the Member.

(b) Governing Law. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without giving effect to principles of conflicts of law.

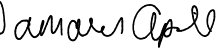
(c) Severability. In the event that any provision of this Agreement shall be declared to be invalid, illegal or unenforceable, such provision shall survive to the extent it is not so declared, and the validity, legality and enforceability of the other provisions hereof shall not in any way be affected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

[Signature Page to Follow]

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

The Company:

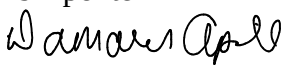
Blossom Flower LLC



By: Damaris Aponte
Its: Manager

The Member:

Damaris Aponte



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

mass.gov/dor

Letter ID: L0063712192
Notice Date: September 7, 2022
Case ID: 0-001-690-182

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

BLOSSOM FLOWER LLC
1 CABOT ST
HOLYOKE MA 01040-6097

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

November 25, 2022

TO WHOM IT MAY CONCERN:

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

BLOSSOM FLOWER LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 15, 2020.**

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

I also certify that the names of all managers listed in the most recent filing are:
DAMARIS APONTE

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**

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

William Francis Galvin

Secretary of the Commonwealth

Processed By:SEH

PLAN FOR OBTAINING LIABILITY INSURANCE

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

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

BUSINESS PLAN

November 28, 2022

EXECUTIVE SUMMARY

Mission Statement and Message from the CEO

Blossom Flower, LLC ("Blossom Flower") is an applicant for Marijuana Establishment Licenses in the Commonwealth that is committed to creating a safe and clean community environment and that provides consistent, high quality cannabis to consumers who are 21 years of age or older.

License Types

Blossom Flower is applying for the following License from the Massachusetts Cannabis Control Commission (the "Commission") to operate Marijuana Establishments in Massachusetts:

- Marijuana Product Manufacturer at 1 Cabot Street, Holyoke MA

What Drives Us

Blossom Flower's goals include:

1. Providing customers 21 years of age or older with a wide variety of high quality, consistent, laboratory-tested cannabis and derivatives;
2. Assisting local communities in offsetting the cost of Blossom Flower's operations within its communities;
3. Hiring employees and contractors from within the communities served;
4. Hiring employees and contractors from communities that have been disproportionately impacted by the war on drugs;
5. Having a diverse and socially representative pool of employees;
6. Empowering the next generation of entrepreneurs and leaders through hiring, training and teaching; and
7. Running an environmentally friendly Marijuana Establishment.

TEAM

General

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

Damaris Aponte, Founder and CEO

Blossom Flower's founder and CEO, Damaris Aponte, is committed to the cannabis industry and to creating a company that values safe consumption and access to cannabis in a way that is socially responsible.

Damaris, a lifelong supporter of cannabis legalization, comes from a background of medical office management and working with clients. Previously, Damaris has been a community liaison for a cannabis company. In this role, she was able to create a network to support the growth and legalization of cannabis.

Damaris has attended and received certification from Holyoke Community College for culinary cannabis certificate and hydroponics course. She grew up and spent her life in the Holyoke community and has grounded herself as a respected person of the community. Damaris is still active in the Holyoke community. She is very engaged in community outreach as well as assisting with literacy and financial classes for minorities within the community.

With Blossom Flower, she sees a realistic and unmistakably lucrative venture, as well as an opportunity to build a business that is a vehicle for positive change.

COMPANY DESCRIPTION

Structure

Blossom Flower is a Massachusetts domestic limited liability company that is applying for Licenses from the Commission to operate Marijuana Establishments in the Commonwealth.

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

Operations

Blossom Flower will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products and finished, stored marijuana; conduct a monthly inventory of finished, stored marijuana and marijuana products; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

Blossom Flower will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

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

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

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

Blossom Flower will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

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

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

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

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

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

Security

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

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

Interior and exterior HD video surveillance of all areas that contain marijuana, entrances, exits, and parking lots will be operational 24/7 and available to the Police Department. These surveillance cameras will remain operational even in the event of a power outage. The exterior of

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

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

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

Benefits to Host Communities

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

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

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

MARKET RESEARCH

Customers

Blossom Flower will only sell marijuana and marijuana products to other licensed Marijuana Establishments.

Competitive Advantage

Blossom Flower's competitors include other licensed product manufacturers in the Commonwealth. Blossom Flower's competitive advantages over their competition include a leadership team that is committed to ensuring a safe, compliant working environment and to innovation in the industry.

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

Regulations

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

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

Products & Services

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

1. Concentrates
2. Topical Salves
3. Creams and Lotions
4. Patches
5. Oral Mucosal and Sublingual Dissolving Tablets
6. Tinctures
7. Sprays
8. Inhalation Ready to Use C02 Extracted Hash Oils
9. Pre-Dosed Oil Vaporizers
10. Ingestion Capsules
11. Infused Food and Beverages

Pricing Structure

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

MARKETING & SALES

Growth Strategy

Blossom Flower's plan to grow the company includes:

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

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

Communication

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

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

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

Blossom Flower will communicate with customers through:

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

Sales

Blossom Flower will sell its products and services by engaging customers with knowledgeable personnel.

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

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Blossom Flower will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

Logo

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

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

FINAL REMARKS

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

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

PLAN FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

Pursuant to 935 CMR 500.050(8)(b), Blossom Flower LLC ("Blossom Flower") will only be accessible to individuals, visitors, and agents who are 21 years of age or older with a verified and valid government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, visitor, or agent, a Blossom Flower agent will immediately inspect the person's proof of identification and determine the person's age.

In the event Blossom Flower discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated, and the Commission will be promptly notified, pursuant to 935 CMR 500.105(1)(m). Blossom Flower will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors in the Commonwealth or a like violation of the laws in other jurisdictions, pursuant to 935 CMR 500.030(1).

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

QUALITY CONTROL AND TESTING

Quality Control

Blossom Flower LLC ("Blossom Flower") will comply with the following sanitary requirements:

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

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

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

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

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

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

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

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

All edible products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments, and

any marijuana product that is made to resemble a typical food or beverage product will be packaged and labeled as required by 935 CMR 500.105(5) and 500.105(6).

When selling or otherwise transferring marijuana to another marijuana establishment Blossom Flower will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Testing

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

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

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

Blossom Flower's marijuana will be tested for the cannabinoid profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, and the presence of pesticides. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of *the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations*. Blossom Flower acknowledges and understands that the Commission may require additional testing.

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

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

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). All storage of Blossom Flower's marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Blossom Flower for disposal or by the Independent Testing Laboratory disposing of it directly. All Single-servings of marijuana products will be tested for potency in accordance with 935 CMR 500.150(4)(a) and subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Any marijuana or marijuana products that fail any test for contaminants must either be reanalyzed without remediation, remediated or disposed of. In the event marijuana or marijuana products are reanalyzed, a sample from the same batch shall be submitted for reanalysis at the ITL that provided the original failed result. If the sample passes all previously failed tests at the initial ITL, an additional sample from the same batch previously tested shall be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, any such product shall be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

If marijuana or marijuana products are destined for remediation, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt will not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees and will be destroyed in compliance with 935 CMR 500.105(12): *Waste Disposal.*

Quality Control Samples

Blossom Flower may a create sample of Marijuana flower or Marijuana Product ("Marijuana") to be provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana. Quality Control Samples and employee feedback regarding such samples will allow Blossom Flower to produce the highest quality Marijuana Products for distribution on the adult use market.

Quality Control Samples provided to employees may not be consumed on Blossom Flower's Premises nor may they be sold to another licensee or Consumer. Quality Control Samples will be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products. Blossom Flower will limit the Quality Control Samples provided to all employees in a calendar month period to the following aggregate amounts:

1. Five grams of Marijuana concentrate or extract, including but not limited to tinctures;
2. Five hundred milligrams of Edibles whereby the serving size of each individual sample does not exceed five milligrams and otherwise satisfies the potency levels set forth in 935 CMR 500.150(4): Dosing Limitations; and
3. Five units of sale per Cannabis product line and no more than six individual Cannabis product lines. For purposes of 935 CMR 500.130(8): Vendor Samples, a Cannabis product line shall mean items bearing the same Stock Keeping Unit Number.

If Quality Control Samples are provided as Vendor Samples pursuant to 935 CMR 500.130(8), they will be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

Quality Control Samples will have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

1. A statement that reads: "QUALITY CONTROL SAMPLE NOT FOR RESALE";
2. The name and registration number of the Marijuana Product Manufacturer;
3. The quantity, net weight, and type of Marijuana flower contained within the package; and
4. A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR.

Upon providing a Quality Control Sample to an employee, Blossom Flower will record:

1. The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
2. The date and time the Quality Control Sample was provided to the employee;
3. The agent registration number of the employee receiving the Quality Control Sample; and
4. The name of the employee as it appears on their agent registration card.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Overview

Blossom Flower LLC ("Blossom Flower") will securely maintain personnel records, including registration status and background check records. Blossom Flower will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

- In addition to completing the Commission's agent registration process, all agents hired to work for Blossom Flower will undergo a detailed background investigation prior to being granted access to a Blossom Flower facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for Blossom Flower pursuant to 935 CMR 500.030 and will be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.030, Blossom Flower will consider:

a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.

- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Blossom Flower will:
    a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
    b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Blossom Flower will consider the following factors:
        i. Time since the offense or incident;
        ii. Age of the subject at the time of the offense or incident;
        iii. Nature and specific circumstances of the offense or incident;
        iv. Sentence imposed and length, if any, of incarceration, if criminal;
        v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
        vi. Relationship of offense or incident to nature of work to be performed;
        vii. Number of offenses or incidents;
        viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
        ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
        x. Any other relevant information, including information submitted by the subject.
    c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or

Other Types of Criminal History Information Received from a Source Other than the DCJIS.

- All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the Commission.
- Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the Commission.
- References provided by the agent will be verified at the time of hire.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by Blossom Flower or the Commission.

Personnel Policies and Training

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

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

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

RECORDKEEPING PROCEDURES

General Overview

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

Recordkeeping

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

- Corporate Records
  Corporate Records are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - Commission Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of Commonwealth Filings
- Business Records
  Business Records require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;

- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over Blossom Flower.

- Personnel Records

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

damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

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

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

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

        - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
    - A list of all board of directors, members, and executives of Blossom Flower, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Blossom Flower's website.
    - Policies and procedures for the handling of cash on Blossom Flower premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
    - Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
    - Policies and procedures for energy efficiency and conservation that will include:
        - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
        - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
        - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
        - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
    - Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- <u>License Renewal Records</u>
    - Blossom Flower shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

<u>Record-Retention</u>

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

MAINTAINING OF FINANCIAL RECORDS

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

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

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

- License Renewal Records
  - Blossom Flower shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Blossom Flower LLC ("Blossom Flower") will ensure that all employees hired to work at a Blossom Flower facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner. Blossom Flower will maintain a list of anticipated positions and their qualifications.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Blossom Flower's agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. A Blossom Flower Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program ("RVT") courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training.

Non-RVT may be conducted in-house by Blossom Flower or by a third-party vendor engaged by the Blossom Flower. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training.

All Blossom Flower Agents that are involved in the handling or sale of marijuana at the time of licensure or renewal of licensure will have attended and successfully completed the mandatory Responsible Vendor Training Program operated by an education provider accredited by the Commission.

Basic Core Curriculum

Blossom Flower Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

- Marijuana's effect on the human body, including:
    - Scientifically based evidence on the physical and mental health effects based on the type of Marijuana Product;
    - The amount of time to feel impairment;
    - Visible signs of impairment; and

    - Recognizing the signs of impairment.
- Diversion prevention and prevention of sales to minors, including best practices.
- Compliance with all tracking requirements.
- Acceptable forms of identification. Training must include:
    - How to check identification;
    - Spotting and confiscating fraudulent identification;
    - Common mistakes made in identification verification.
    - Prohibited purchases and practices, including purchases by persons under the age of 21 in violation of M.G.L. c. 94G, § 13.
- Other key state laws and rules affecting Blossom Flower Agents which shall include:
    - Conduct of Blossom Flower Agents;
    - Permitting inspections by state and local licensing and enforcement authorities;
    - Local and state licensing and enforcement, including registration and license sanctions;
    - Incident and notification requirements;
    - Administrative, civil, and criminal liability;
    - Health and safety standards, including waste disposal;
    - Patrons prohibited from bringing marijuana and marijuana products onto licensed premises;
    - Permitted hours of sale;
    - Licensee responsibilities for activities occurring within licensed premises; xix. Maintenance of records, including confidentiality and privacy; and
    - Such other areas of training determined by the Commission to be included in a Responsible Vendor Training Program.

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

After successful completion of the Basic Core Curriculum, each Blossom Flower Agent involved in the handling or sale of marijuana will fulfill the four-hour RVT requirement every year thereafter for Blossom Flower to maintain designation as a Responsible Vendor. Once the Blossom Flower Agent has completed the Basic Core Curriculum, the Agent is eligible to take the Advanced Core Curriculum. Failure to maintain Responsible Vendor status is grounds for action by the Commission.

ENERGY COMPLIANCE PLAN

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

Potential Energy-Use Reduction Opportunities

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

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

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

Renewable Energy Generation Opportunities

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

Strategies to Reduce Electric Demand

Blossom Flower is considering the following strategies to reduce electric demand:

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

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

Opportunities for Engagement with Energy Efficiency Programs

Blossom Flower also plans on engaging with energy efficiency programs offered by Mass Save and the Massachusetts Clean Energy Center and will coordinate with municipal officials to

identify other potential energy saving programs and initiatives. Blossom Flower will also coordinate with its utility companies to explore any energy efficiency options available to Blossom Flower.

PRODUCT MANUFACTURING SAFETY PLAN

In accordance with 935 CMR 500.105(3)(c), Blossom Flower LLC ("Blossom Flower") will ensure that all edibles will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

Agent Hygiene Practices

Blossom Flower agents will follow thorough hygienic practices and will maintain adequate personal cleanliness. All Blossom Flower agents will wash their hands thoroughly before starting work, and at any other time when hands may have become soiled or contaminated. Hand-washing facilities will be placed conveniently within the Blossom Flower facility and will be equipped with running water, effective hand-cleaning and sanitizing preparations, suitable drying devices, and sufficient storage for all cleaning and sanitation materials. All Blossom Flower agents will also wear food grade disposable gloves when handling marijuana and in the creation of marijuana products.

Any agent who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion (e.g., boils, sores, infected wounds), or any other abnormal source of microbial contamination for which there is a reasonable possibility of contact with cannabis shall be excluded from any operations that may be expected to result in microbial contamination until the condition is corrected.

Food Material Practices

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms, such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

Food Contact Surface Sanitation Practices

The Company recognizes the importance of properly washing, rinsing, and sanitizing food preparation equipment, utensils, and all surfaces that come into contact with food to reduce the number of bacteria, prevent the spread of bacteria, and eliminate the possibility of cross-contamination. Blossom Flower will institute the following sanitation procedures in its commercial kitchen:

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- All surfaces that come into contact with food will be washed, rinsed, and sanitized after each use, when an agent begins working with another type of food, anytime an agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.

- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area, and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.
    - The chlorine-based solution will be prepared each morning, using the following recipe:

Minimum concentration: 50ppm **Range recommended: 50-100ppm**. Do not exceed 200 ppm.	Amount needed per unit of water		
	per 2 quarts	per gallon	per 12 gallons
Use provided test strips. Check the temperature of the water for recommend temperature of 75-120 degrees Fahrenheit.	½ tsp.	1 tsp.	1/4 cup

    - The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
    - The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.
- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct concentration, using the proper test strips for the type of sanitizing chemical that they are using.
- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to

prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Blossom Flower facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.

- Equipment and utensils utilized in the Blossom Flower facility be so designed and of such material and workmanship as to be adequately cleanable.

Training

All agents will complete mandatory safety training sessions. Blossom Flower agents and Blossom Flower management will have the following responsibilities when it comes to health and safety:

- Blossom Flower Management:
  - Ensure the health and safety of all agents.
  - Correct any workplace conditions that are hazardous to the health and safety of agents.
  - Inform agents about any remaining hazards.
  - Make copies of the OSHA Regulations and any workers compensation requirements available by posting throughout the facility.
  - Ensure agents know their rights and responsibilities under OSHA Regulations and the Commission's requirements and that they comply with them.
  - Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them.
  - Provide agents with education, supervision, and training specific to equipment.
  - Perform ongoing reviews and updates to policies and procedures as needed.
- Blossom Flower Agents:
  - Take care to protect health and safety and the health and safety of others who may be affected by individual actions.
  - Comply with all regulations and other legal requirements.
  - Follow established safe work procedures.
  - Use the required personal protective equipment.
  - Refrain from horseplay or similar conduct that may endanger others.
  - Ensure individual ability to work safely is not impaired by drugs or alcohol.
  - Report accidents and other incidents (including near misses) to the manager on duty.
  - Report the following to the manager on duty:
    - A hazard that might endanger Blossom Flower agents;
    - A problem with personal protective equipment or clothing; or
    - Any suggestions to improve workplace safety.

Cleanliness & Sanitation Training:

Blossom Flower will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. Blossom Flower's training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial

contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

- USDA Good Handling Practices and Quality Systems, including but not limited to 21 CFR part 110.
- Product care, inspection, and maintenance techniques.
- Company policies which prohibit employees showing signs of illness, open wounds, sores, or skin infections from handling cannabis or materials that come into contact with cannabis.
- Hygiene training for employees who handle cannabis with specific attention to preventing microbial contamination.
- Handwashing requirements, including washing hands with soap and hot water before beginning work, after using the bathroom, and after meal breaks.
- Quality assurance procedures and consequences of failing to follow the company's established processes; and
- ServSafe certification training.

<u>Blossom Flower Lab and Production Agent Health and Safety Program</u>

Blossom Flower has identified eight basic components which have been identified to help prevent accidents and injuries from happening in the Blossom Flower facility, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard.
- Safe Work Procedures:
    - Dealing with wet surfaces;
    - Wearing proper personal protective equipment and clothing;
    - Handling solvents with use of protective gloves and proper ventilation; and
    - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision—properly prepare agents for job duties and ensure policies and procedures are consistently followed.
- Safety Inspections—regular safety inspections throughout the Blossom Flower facility, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation—determine cause of accident or injury and implement preventive measures.
- Health and Safety Meetings—regular meetings to provide an opportunity for agents and managers to communicate any concerns about health and safety.
- First Aid—determine what level of first aid is necessary on-site.
- Records & Statistics—maintain documentation to help identify recurring problems and ensure that hazardous conditions are corrected.

An annual Health and Safety Program review will be carried out to address current concerns.

When selling or otherwise transferring marijuana to another marijuana establishment Blossom Flower will provide documentation of its compliance with the testing requirements of 935 CMR 500.160: *Testing of Marijuana and Marijuana Products*, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect

marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

Workplace Safety Procedures

Blossom Flower has developed policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards

1. Each employee must comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928 and 1977 are incorporated by reference, and applicable to all places of employment covered by 935 CMR 500.000. All current and updated regulations and references at 29 CFR Parts 1903, 1904, 1910, 1915, 1917, 1918, 1926, 1928, and 1977 are incorporated by reference.

2. OSHA Standards that may be applicable are:
    a. 1904 Recording and reporting occupational injuries and illnesses
    b. 1910.36 Design and construction requirements for exit routes
    c. 1910.38 Emergency action plans
    d. 1910.39 Fire prevention plans
    e. 1910.94 Ventilation
    f. 1910.95 Occupational noise exposure
    g. 1910.101 Compressed gases
    h. 1910.106 Flammable Liquids
    i. 1910.120 Hazardous waste operations and emergency response
    j. 1910.132 Personal protective equipment: general requirements
    k. 1910.133 Eye and face protection
    l. 1910.134 Respiratory protection
    m. 1910.135 Head protection
    n. 1910.136 Foot protection
    o. 1910.137 Electrical protective equipment
    p. 1910.138 Hand protection
    q. 1910.141 Sanitation
    r. 1910.147 The control of hazardous energy (lockout/tagout)
    s. 1910.151 Medical services and first aid
    t. 1910.157 Portable fire extinguishers
    u. 1910.159 Automatic sprinkler systems
    v. 1910.165 Employee alarm systems
    w. 1910.212 Machinery and machine guarding
    x. 1910.242 Hand and portable powered tools and equipment
    y. 1910.263 Bakery equipment
    z. 1910.303 General design standards for electrical systems
    aa. 1910.335 Safeguards for personnel protection and electrical systems
    bb. 1910.1000 Table Z-1 Table Z-1 Limits for Air Contaminants

cc. 1910.1200 Hazard communication

Hazard Communications Plan

1. Blossom Flower' Hazard Communication policies and procedures shall ensure Blossom Flower is compliant with applicable OSHA requirements and all applicable state and local laws, regulations, ordinances, and other requirements.
2. All levels of supervision will be held accountable for the safety of those employees under their direction.
3. Copies of Blossom Flower' Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.
4. Blossom Flower' Hazard Communication policies and procedures shall, at a minimum, address the following:
    a. Informing employees of hazardous chemicals used at Blossom Flower.
    b. Use of labels and other forms of warning. Use of Material Safety Data Sheets (MSDS).
    c. Procedure with respect to hazardous non-routine tasks.
    d. Maintaining a list of known hazardous chemicals used by employees and independent contractors.
    e. Communication of hazards.
    f. Training of employees and independent contractors.
5. Blossom Flower Facility Manager will maintain, review, and update the Hazard Communication policies and procedures and be responsible for:
    a. Implementation of Blossom Flower' Hazard Communication policies and procedures.
    b. Ensure that OSHA records are maintained at all times.
    c. Train all Blossom Flower employees and visiting independent contractors.
    d. Provide documentation of all training and communications to the Human Resources Manager.

Personal Protective Equipment (PPE)

1. Blossom Flower' personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE.
2. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter.
3. Employees will wear appropriate PPE at all times.
4. All managers, will implement all aspects of Blossom Flower' PPE policies and procedures, including:
    a. Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
    b. Reviewing hazard assessments to determine the need for PPE.
    c. Acquiring the correct PPE.
    d. Training employees on the use of PPE.
    e. In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
    f. Ensuring PPE is available, provided and documented.

g. Conducting hazard specific training for the use of PPE.
h. Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

1. Ensure all employees wear the appropriate PPE.
2. Ensure that all employees have completed PPE training.
3. Contact the Chief Operating Officer when a hazard or process has changed which may render previously used PPE ineffective.
4. Comply with PPE policies as required and support the PPE program as necessary.
5. Participate in quarterly training for the use and maintenance of PPE.
6. Replace all damaged PPE.

Employees will:

1. Inspect PPE before use and ensure proper maintenance.
2. Wear all assigned PPE and conduct assigned tasks in a safe manner.
3. Notify a manager when PPE is damaged and needs to be replaced.
4. Participate in quarterly training for the use and maintenance of PPE.
5. Comply with PPE policies as required and support the PPE program as necessary.

Assessment

1. For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard.
2. PPE will be selected to protect against any hazard that is present or likely to be present.
3. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.
4. All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task.
5. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.
6. Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

Fire Protection Plan

1. All Blossom Flower employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected.
2. The Facility Manager is responsible for the control of accumulation of flammable or combustible waste materials.
3. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)
4. All Blossom Flower agents will be trained on and are responsible for understanding the following Safe Code of Work Practices:

a. Flammables, including datasheets, books, rags, clothing, flammable liquids or trash shall not be placed or stored near heaters or their vents, any electrical appliance, or other potential sources of ignition.
b. Sources of actual or potential heat such as hot plates or electric coffee pots shall not be placed near flammable materials. Portable space heaters and candles are prohibited.
c. Care must be taken not to block potential escape routes, particularly with flammable materials.
d. Each individual is personally responsible for assuring that extension cords and multiple plugs are in good condition. Cords that are missing the grounding prong, are spliced together, or that are missing their protective sheath shall not be used.

5. Additionally, fire control measures installed or available in work areas include installed and monitored sprinkler systems, fire extinguishers and fire alarms systems.
6. The Facility will have Fire Extinguishers throughout the facility.

Emergency Action Plan

1. Blossom Flower' emergency action plan serves to outline procedures for handling of emergency situations.
2. These protocols ensure the safety of all personnel in an emergency situation.
3. The Compliance Officer will oversee policy compliance for personnel under his or her supervision. Facility managers are responsible for oversight of all the employees and all emergency procedures.
4. All Blossom Flower employees will adhere to the policies and SOPs in this manual.
5. All employees will have proper training in emergency preparedness as a condition of employment.

Response to a Medical Emergency

Medical problems may range from minor, isolated events such as a fall down the stairs to the significant events involving many people. All employees will be trained in the following responses to medical emergencies:

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should wait for qualified personnel to deliver medical attention.
- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss

their injury, the accident, or what circumstances might have contributed to its cause, if possible.

- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

Response to a Fire Emergency

- Activate nearest fire alarm (if installed)
- Notify the local fire department by calling 911
- If no fire alarm is available notify on-site personnel via:
  - Voice communication
  - Phone paging
  - Radio
- Fight the fire ONLY if:
    - The fire department has been notified
    - The fire is small and not spreading to other areas
    - Escaping the area is possible by backing up to the nearest exit
    - The fire extinguisher is in working condition and personnel are trained to use it
- Upon being notified of a fire emergency, occupants must:
    - Leave the building using designated escape routes
    - Assemble in the designated area
    - Remain outside until the competent authority (Designated Official or designee) announces that it is safe to re-enter.
- The Compliance Officer shall designate employees as emergency responders who shall:
  - Disconnect utilities and equipment unless doing so jeopardizes his/her safety
  - Coordinate an orderly evacuation of personnel
  - Perform an accurate headcount of personnel reported to the designated area
  - Determine a rescue method to locate missing personnel
  - Provide fire department personnel with the necessary information about the facility

Extended Power Loss

In the event of an extended power loss to this facility, precautionary measures should be taken including but not limited to:

- Unnecessary electrical equipment and instruments should be turned off if power restoration causes a surge that could damage electronics and sensitive equipment.

If the power loss causes freezing temperatures within the building the following measures should be taken:

- Emergency eyewash station should be drained of water to avoid freezing and cracking of pipes.
- Equipment that contains fluids that can freeze due to long-term exposure should be drained of all such fluids.
- Propylene-glycol may be added to drains to prevent traps from freezing.

Upon restoration of power (and heat):

- Electronic equipment should be brought up to ambient temperatures before energizing to prevent condensate from forming in circuitry.
- Water pipes should be checked for leaks after heat has been restored to prevent flooding.

Bomb Threat

In the event of a bomb threat made in person or over the phone:

- Be calm and listen,
- Do not interrupt the caller,
- Record your name, time, and date,
- Record the following about the caller's identity:
  - Sex (Male or female)
  - Adult or juvenile
  - Origin of call (local, long distance, telephone booth):
  - Voice characteristics: loud/soft, high pitch/deep, raspy/pleasant, intoxicated, other
  - Accent: local/not local, foreign/regional, race
  - Speech: fast/slow, distinct/distorted, stutter/slurred/nasal
  - Manner: calm/angry, rational/irrational, coherent/incoherent, deliberate/emotional, righteous/laughing
  - Language: excellent, good, fair, poor, foul
  - Background noises: factory, trains, machines, animals, music, quiet, office, voices, airplanes, street, party, traffic, atmosphere
- If told, record all the following facts:
  - When will it go off
  - Where is it located
  - What kind of bomb
  - What kind of package
- While on the phone or handling the person deploy the silent alarm button nearest your position.
- If the threat is made by phone, signal personnel to evacuate the facility immediately.
- As soon as possible call 911 and all company emergency contacts.

Flood

- Stay calm and await instructions from designate emergency personnel or first responders.
- Shut down all utilities and equipment if it is safe to do so.
- Follow the recommended primary or secondary evacuation routes.

Blizzard

- Stay calm and await instructions from designate emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
  - Close off unneeded rooms or areas
  - Stuff towels or rags in cracks under doors
  - Cover windows

- Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
- Wear layers of loose-fitting, lightweight warm clothing, if available.

Armed Robbery

All employees will be trained on how to respond to an armed robbery. Agents will receive initial training as a component of onboarding, re-fresher training annually and as needed throughout the year:

1) If a firearm is displayed, Agents should assume it is real and loaded.
2) Agents should not do anything that would jeopardize their safety or the safety of others.
3) Agents should remain calm and not make any sudden moves. If Agents must put their hands into a pocket or make any other moves, explain the action before doing it. If the robber(s) have a weapon, they will likely use it if provoked.
4) Agents should activate alarms ONLY if Agents can do so safely and without detection.
5) Agents should follow the directions of the robber(s), but not volunteer to anything more than asked.
6) If the robber hands them a note, Agents should drop it on the floor or place it out of sight to retain as evidence.
7) Agents should study the robber(s) as carefully as possible without being obvious, noting height, weight, race, age, clothing, jewelry, sex, speech characteristics, scars, tattoos, physical characteristics, gait, and method of operation.
8) Agents should note the number of accomplices and where they stood, paying special attention to the way the robbers address each other because under stress, they may use real names.
9) Agents should note the type of weapon used by the robber and where he or she carried it.
10) Agents should note the direction in which the robber(s) departed and how they carried the money or cannabis away (sack, bank bag, etc.).
11) Agents should try to remember exactly what the robber(s) said.
12) Agents should prioritize their safety and the safety of others because money or cannabis can be recovered or replaced but a life cannot.

After an armed robbery, any employee can call 911 to report the robbery and provide their name and location. Agents should not leave the phone until they have answered all of the operator's questions. If injury occurred, Agents should advise the police if an ambulance is needed. The person who actually dealt with the robber(s) should be near the person designated to telephone the police to assist in answering any questions.

As soon as the robbery has been reported to the police, the employees should lock all doors, ask all witnesses to remain, and allow no one to enter until officers arrive. Agents should not touch anything. All persons who dealt with the robber or were present during the robbery should immediately begin writing all they can remember of the incident but not discuss the robbery with anyone until after Agents have given their information to the police.

Active Shooter

The U.S. Department of Homeland Security defines an active shooter as "an individual actively engaged in shooting or attempting to shoot people in a confined and populated area." Blossom

Flower will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

1) **Evacuate (RUN)**: If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.

2) **Lockdown and Shelter-in-Place (HIDE):** If they cannot safely evacuate the area, the best option is for the employees to find a room with a door that locks from the inside. If the door does not lock, they should barricade it with large heavy objects such as desks, tables, file cabinets, furniture, and books to make entry as difficult as possible. They should locate an area with ballistic cover, not just visual concealment, because cover stops and slows bullets while concealment does not. If for some reason the employees are caught in an open area such as a hallway or reception area, they can try to hide, remain as quiet and calm as possible, or "play dead" to avoid detection. Employees should also:
    - Cover windows and draw blinds
    - Turn off radios and computer monitors
    - Keep out of sight
    - Silence cell phones and remain as quiet as possible

3) **Confront the Shooter (FIGHT):** If the employees come face to face with the assailant, as a last resort and because no single procedure can be recommended in this situation, they should attempt to quickly overpower the individual with force in the most violent manner possible. If the employees are with other people they should work as a collective group to overcome the shooter by yelling "Gun!", throwing items at the shooter's head to distract him or her, grabbing the weapon, or holding the shooter for police. They should remember that in most cases, the attacker will continue to shoot victims unless he or she is stopped.

Diversity Plan

Summary Overview

Blossom Flower is a Social Equity-, minority-, woman-owned company seeking to open a cannabis delivery business in the city of Holyoke, Massachusetts. A lifelong resident of Holyoke, Blossom Flower's owner is committed to her company being an agent of positive change in her community, seeking to promote and ensure diversity in the workforce. Ideally, a cross-section of the individuals employed by our company will reflect the demographic make-up of the Holyoke community that we serve.

Blossom Flower is committed to creating an inclusive, respectful and safe environment that will actively confront and challenge racism, sexism, homophobia, transphobia, religious bigotry and other forms of harassment and discrimination.

Regulatory Acknowledgements

Blossom Flower acknowledges and will adhere to the requirements set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing and sponsorship practices of every Marijuana Establishment. No actions taken or programs instituted by Blossom Flower will violate the Commission's regulations with respect to limitations on ownership, control or other applicable state laws.

Blossom Flower will implement the following Diversity Plan, which promotes and encourages equity in its operations by attracting, employing, retaining and promoting not only employees, but also board members, contractors and service providers, from diverse and "Underrepresented Communities" (women, minorities, persons with disabilities, LGBTQ+ persons and veterans), while complying with the Suitability Standards set forth in 935 CMR 500.800.

Programs:

The following programs will help achieve our Diversity Goals:

1. Local Holyoke Job Fair
   Blossom Flower will host at least one live job fair annually in the city of Holyoke, ideally at One Cabot Street. The job fair will be advertised in English and Spanish in local print publications, as well as on social media platforms like Indeed.com and Masslive.com. The objective is to reach members of Underrepresented Communities.
2. Company Representation at Community Job Fairs
   Participate in job and recruitment fairs, no less than annually and as frequently as recruitment needs dictate, that specifically address members of Underrepresented Communities.
3. Employee Development

Blossom Flower will develop a program where 100% of employees will shadow their immediate supervisor to help develop skills and gain knowledge that will help with career advancement

Goals:

1. Blossom Flower's Diversity Plan goal is to hire and maintain a workforce that is comprised of at least 70% members of Underrepresented Communities as outlined below:

   60% women
   50% minority
   10% veterans
   10% LGBTQ+
   10% persons with disabilities.

2. Blossom Flower will develop a program where employees will be offered opportunities to shadow their immediate supervisor to help develop skills and gain knowledge that will help with career advancement. This shadowing period will occur one day a week for 3 months.

Metrics:

The following metrics will be evaluated and documented annually to determine the effectiveness of our Diversity Plan efforts:

1. Have members of Underrepresented Communities been hired and retained for at least 70% of the available positions?

2. Have we hosted an annual job fair at One Cabot Street?

3. Have we attended at least one job and recruitment fair whose audience is predominantly members of Underrepresented Communities?

4. Have we advertised available positions in diverse media with the objective of more effectively reaching members of Underrepresented Communities?

5. Have all employees been offered opportunities to engage in shadow training, and how many members of Underrepresented Communities have engaged in shadow training?