



# Massachusetts Cannabis Control Commission

## Public Record Request

### Marijuana Product Manufacturer

#### General Information:

License Number: MP281627  
Original Issued Date: 03/05/2020  
Issued Date: 03/05/2020  
Expiration Date: 03/05/2021  
Payment Received: \$10000      Payment Required: \$10000

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: HÅVN Extracts, LLC.

Phone Number: 720-987-0288      Email Address: hustleinc303@gmail.com

Business Address 1: 125 Southbridge Rd      Business Address 2:  
Business City: Oxford      Business State: MA      Business Zip Code: 01537  
Mailing Address 1: 210 Park Ave #370      Mailing Address 2:  
Mailing City: Worcester      Mailing State: MA      Mailing Zip Code: 01609

### 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:



Entity Description: Manager

Foreign Subsidiary Narrative:

Entity Phone: 720-933-1206

Entity Email: cyberdunns@gmail.com

Entity Website:

Entity Address 1: PO Box 1291

Entity Address 2:

Entity City: Englewood

Entity State: CO

Entity Zip Code: 80150

Entity Mailing Address 1: PO Box 1291

Entity Mailing Address 2:

Entity Mailing City: Englewood

Entity Mailing State: CO

Entity Mailing Zip Code: 80150

Relationship Description: TD Capital, Inc. is an S-Corporation owned by Thomas Dunn who is the President. TD Capital, Inc. owns 50% of HAVN Extracts, LLC. Authority is exercised at the discretion of Thomas Dunn, the Chief Executive Officer of HAVN Extracts, LLC.

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### CAPITAL RESOURCES - INDIVIDUALS

##### Individual Contributing Capital 1

First Name: Branden

Last Name: Dunn

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$36000 Percentage of Initial Capital: 5

Capital Attestation: Yes

##### Individual Contributing Capital 2

First Name: Thomas

Last Name: Dunn

Suffix:

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of the Capital Provided: \$400000 Percentage of Initial Capital: 65

Capital Attestation: Yes

#### CAPITAL RESOURCES - ENTITIES

##### Entity Contributing Capital 1

Entity Legal Name: Hustle Inc.

Entity DBA:

Email: hustleinc303@gmail.com

Phone: 720-987-0288

Address 1: PO Box 1291

Address 2:

City: Englewood

State: CO

Zip Code: 80150

Types of Capital: Monetary/Equity Other Type of Capital: Total Value of Capital Provided: \$200000 Percentage of Initial Capital: 30

Capital Attestation: Yes

#### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

#### DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 125 Southbridge Rd

Establishment Address 2:

Establishment City: Oxford

Establishment Zip Code: 01537

Approximate square footage of the Establishment: 2000

How many abutters does this property have?: 16

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
Plan to Remain Compliant with Local Zoning	Plan To Remain Compliant With Local Zoning FINAL.pdf	pdf	5ca5013e2724e81b525606f5	04/03/2019
Certification of Host Community Agreement	Host Community Agreement Certification Form (2).pdf	pdf	5cc780d373349d44fd62b521	04/29/2019
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	5ddf008f0f35e05798b39607	11/27/2019
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	5ddf00a826aa77532085da23	11/27/2019
Community Outreach Meeting Documentation	Attachment C.pdf	pdf	5ddf00ab8bdcfd57ae528046	11/27/2019

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	United Ways Youth Connect Letter.pdf	pdf	5ddf0268d5b0805341c64483	11/27/2019
Plan for Positive Impact	Positive Impact Plan FINAL-3.pdf	pdf	5de17aa4bcb01253152f859d	11/29/2019

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer      Other Role:  
First Name: Branden      Last Name: Dunn      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: yes

Individual Background Information 2

Role: Executive / Officer      Other Role:  
First Name: Thomas      Last Name: Dunn      Suffix:  
RMD Association: Not associated with an RMD  
Background Question: no

Individual Background Information 3

Role: Manager      Other Role:  
First Name: Howard      Last Name: Dunn      Suffix:  
RMD Association: Not associated with an RMD

Background Question: no

**ENTITY BACKGROUND CHECK INFORMATION**  
Entity Background Check Information 1

Role: Parent Company

Other Role:

Entity Legal Name: TD Capital, Inc.

Entity DBA:

Entity Description: Investment Company

Phone: 720-933-1206

Email: cyberdunns@msn.com

Primary Business Address 1: PO Box 1291

Primary Business Address 2:

Primary Business City: Englewood

Primary Business State: CO

Principal Business Zip Code: 80150

Additional Information: Tom Dunn is the President of TD Capital, Inc., An S-Corporation that is his personal investment company.

Entity Background Check Information 2

Role: Parent Company

Other Role:

Entity Legal Name: Hustle Inc.

Entity DBA:

Entity Description: Investment Company

Phone: 720-987-0288

Email: hustleinc303@gmail.com

Primary Business Address 1: PO Box 1291

Primary Business Address 2:

Primary Business City: Englewood

Primary Business State: CO

Principal Business Zip Code: 80150

Additional Information: Branden Dunn is the President of Hustle Inc., An S-Corporation that is his personal investment company.

**MASSACHUSETTS BUSINESS REGISTRATION**

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	HÅVN Articles of Organization.pdf	pdf	5ca4e1a12724e81b5256064d	04/03/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of good standing.pdf	pdf	5ca4e1e23d84de123a6163ea	04/03/2019
Bylaws	OPERATING AGREEMENT.pdf	pdf	5ca4e862b411c1126cf07df4	04/03/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing.pdf	pdf	5caceb1c635d511b34755c19	04/09/2019

No documents uploaded

Massachusetts Business Identification Number: 001368314

Doing-Business-As Name: HÅVN Extracts, LLC.

DBA Registration City: Oxford

**BUSINESS PLAN**

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance FINAL.pdf	pdf	5c9ae1cf3d84de123a615505	03/26/2019
Business Plan	Plan for Obtaining Marijuana.pdf	pdf	5ca7aae48d16491b5c0fd971	04/05/2019
Business Plan	Business Plan FINAL V3.pdf	pdf	5ddf013626aa77532085da27	11/27/2019

**OPERATING POLICIES AND PROCEDURES**

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Qualifications and training	Qualifications and Training Policy FINAL.pdf	pdf	5c9a7e5e5fd63c1b24eb9432	03/26/2019
Inventory procedures	Inverntory Procedures FINAL.pdf	pdf	5c9a83709ff0081b4821e7a3	03/26/2019
Maintaining of financial records	Maintenance of Financial Records FINAL.pdf	pdf	5c9a931cedbb73122a61acfa	03/26/2019
Personnel policies including background checks	Personnel Policies FINAL.pdf	pdf	5c9aa0ef1e71bd126232f6a7	03/26/2019
Restricting Access to age 21 and older	Policy for Restricting Access to Age 21 and Older FINAL.pdf	pdf	5c9bb0aed7a931124ee07522	03/27/2019
Sample of unique identifying marks used for branding	Packaging and Unique Branding Marks FINAL.pdf	pdf	5c9bc401edbb73122a61aed9	03/27/2019
Method used to produce products	Methods of Production FINAL.pdf	pdf	5c9bc6ac3183181258e1f314	03/27/2019
Transportation of marijuana	Transportation of Marijuana FINAL.pdf	pdf	5c9fbf11e71bd126232fe42	03/30/2019
Prevention of diversion	Prevention of Diversion FINAL.pdf	pdf	5c9fc63c635d511b3475465a	03/30/2019
Quality control and testing	Quality Control and Testing FINAL-2.pdf	pdf	5c9fd34c2724e81b5255feed	03/30/2019
Record Keeping procedures	Record Keeping Procedures FINAL.pdf	pdf	5c9fd555d7a931124ee07c04	03/30/2019
Security plan	Security Plan FINAL.pdf	pdf	5ca7aad0635d511b347554f4	04/05/2019
Storage of marijuana	Storage of Marijuana FINAL V2.pdf	pdf	5ca7aad85d4b0b1b3ebc59a6	04/05/2019
Diversity plan	Diversity Plan FINAL.pdf	pdf	5ddf0182170b4c5353e3c766	11/27/2019
Types of products Manufactured.	Marijuana Products FINAL V2.pdf	pdf	5e00f44138abaf57497aa91f	12/23/2019

**ATTESTATIONS**

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

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

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

Notification: I Understand

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

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

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

**ADDITIONAL INFORMATION NOTIFICATION**

**Notification:** I Understand

**COMPLIANCE WITH POSITIVE IMPACT PLAN**

No records found

**COMPLIANCE WITH DIVERSITY PLAN**

No records found

**PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS**

No records found

**HOURS OF OPERATION**

<b>Monday From:</b> 8:00 AM	<b>Monday To:</b> 8:00 PM
<b>Tuesday From:</b> 8:00 AM	<b>Tuesday To:</b> 8:00 PM
<b>Wednesday From:</b> 8:00 AM	<b>Wednesday To:</b> 8:00 PM
<b>Thursday From:</b> 8:00 AM	<b>Thursday To:</b> 8:00 PM
<b>Friday From:</b> 8:00 AM	<b>Friday To:</b> 8:00 PM
<b>Saturday From:</b> 8:00 AM	<b>Saturday To:</b> 8:00 PM
<b>Sunday From:</b> 9:00 AM	<b>Sunday To:</b> 5:00 PM

# **HÅVN Extracts, LLC. Plan for Obtaining Marijuana or Marijuana products**

## **I. Intent**

HÅVN Extracts is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

## **II. Purpose**

The purpose of this plan is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our sourcing of marijuana and/or marijuana products are compliant will all regulations and laws.

## **III. Background**

HÅVN Extracts is applying for a Marijuana Product Manufacturers License. Once licensed we will be authorized to purchase and transport cannabis or marijuana product from Marijuana Establishments, make marijuana products and transfer this product to Marijuana Establishments for retail sale.

HÅVN Extracts has already begun discussions with proposed Marijuana Cultivators and Marijuana Retail Establishments. These entities are either presently Registered Marijuana Dispensaries (“RMD’s”) under the Department of Public Health Medical Use of Marijuana Program who have relayed to us that they have received or have applied for provisional licenses from the Commission for a Marijuana Establishment License and/or are Marijuana Establishments with Provisional Licenses.

We have verbal assurances that once both entities are provisionally licensed by the Commission a written agreement will be executed outlining a Wholesale Sales agreement for marijuana and marijuana products. This agreement will be contingent on both parties receiving Final Licensure from the Commission.

## **IV. Plan**

HÅVN Extracts will continue discussions with prospective wholesale partners for the period of time it takes to receive our Provisional License as a Marijuana Retailer. Once we receive

Provisional Licensure from the Commission we will begin to negotiate with Marijuana Cultivators and Retailers for wholesale marijuana products.

HÅVN Extracts has set aside capital for the sourcing of marijuana and marijuana products and will be able to commensurate these wholesale agreements with down payments to secure our interests in these products.

In sourcing marijuana and marijuana products from other authorized Marijuana Establishments, HÅVN Extracts will follow the following guidelines:

1. Prior to executing any agreement for the purchase of marijuana or marijuana products HÅVN Extracts will:
  - a. Require documentation that the source Marijuana Establishment (“ME”) is properly licensed and in good standing with the Commission.
  - b. If the product from the source ME is pre-packed, the source ME must provide documentation that the packaging and labeling is compliant with the Regulations and approved (if applicable) by the Commission
  - c. The source ME must attest that any marijuana or marijuana product that will be sold to HÅVN Extracts has passed the required laboratory testing and be able to provide testing results from the Marijuana Testing Lab prior to receipt of the product.



**HÅVN**  
EXTRACTS

**HÅVN Extracts  
Business Plan**

**125 Southbridge Rd, Oxford, MA  
01537  
March 2019**

## Executive Summary

There is a massive market for recreational cannabis in Massachusetts. Within three years, sales are predicted to be as high as \$2.1 billion per year. A limited number of Adult Use Marijuana Establishments will open in 2019-2020, with existing medical marijuana dispensaries being the first to open on the market.

Unlike with the medical use of marijuana program, there is no requirement for vertical integration, whereas a single company entering the market must Cultivate, Manufacture Products and conduct Retail Sales. Under St. 2016 c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana and its regulations, stand-alone Product Manufacturers are allowed. With no requirement of being vertically integrated and needing \$5-10 MM capital raised, an entrepreneur can now enter the industry with relatively low capital requirements and succeed.

Our Product Manufacturing business will be a welcome addition to the competitive and diverse marketplace in the years to come. In addition to providing revenue to the State and the Town of Oxford, our high quality products will fit into the growing demand for natural and pure THC and CBD products.

As a family owned product manufacturing company, we hope to be an exemplary model of a cannabis business in Oxford, MA lacking any stigma associated publicly with cultivation facilities or with the retail dispensaries at this early stage of the industry.

HÅVN Extracts, LLC. is owned, operated and financed solely by Thomas and Branden Dunn, a father and son team. We are using funds from our first company, Superior Hail Repair, LLC to finance the operation.

Our extensive business experience, passion for the industry and support from the community will allow our company to succeed in this new industry.

Thomas Dunn

Branden Dunn

CEO  
HÅVN Extracts, LLC.

COO  
HÅVN Extracts, LLC.

**Mission Statement:**

HÅVN Extracts, LLC. is a company inspired by the purity of Scandinavian culture. By producing only pure and natural products using environmentally friendly extraction methods, our mission is to set a new standard in quality and image for CBD and THC products in MA.

**Principal Members:**

Thomas Dunn - CEO

Branden Dunn - COO

Howard Dunn - Director of Laboratory Operations

**Legal Structure**

HÅVN Extracts is a dual member LLC incorporated in Massachusetts

**Proposed Location**

125 Southbridge Rd, Oxford, MA 01537

**License Type**

Marijuana Product Manufacturer

**Background**

Oxford and its largest neighbor Worcester, have entered the Adult Use Cannabis Market. Each city will have multiple Marijuana Product Manufacturers "MPM". Some of these will be existing Medical Use of Marijuana RMD's that will convert to adult use and the rest will be new licensures. Worcester county has 70 applications for Marijuana Establishments thus far. Oxford has a relatively small Marijuana Overlay District so any establishment located in this area will be of proportionate size.

Under the Medical Use of Marijuana program, operators must be vertically integrated and the capital raised was on average \$5-10 MM. We expect that HÅVN Extracts can enter the market with \$500,000 which includes our first year of operational expenses. While sourcing and distributing our products is subject to the market rate, our Capital Expenses and Operating

Expenses are lower than vertically integrated companies which will increase our ability to compete. An additional and equally valuable revenue source is processing for large cultivators which will provide an alternate revenue stream, without the need for a high volume of sales from our own product line.

### **Our Plan**

HÀVN Extracts, LLC. plans to operate a family style business with pricing and quality as its main selling points. We only use a safe and environmentally friendly extraction method which uses CO2 to extract oils from the plant material. We will hire a small number of additional employees, giving priority to residents of Oxford, MA.

**Pricing-** We plan to price our services and products at or below the local market rate. We have contacted companies with existing or provisional licenses in the state and will sign wholesale agreements for products once we are provisionally licensed. Keeping our overhead low will allow us to keep our prices at or just below the market rate and will allow us to compete with the larger vertically integrated companies.

**Quality-** We will manufacture the highest quality products, using methods that are safe for employees, customers and the community. We understand the pitfalls of low quality products in other states and their causes. By identifying critical quality control points using well designed techniques in modern manufacturing, we are certain our products will be superior to most other offerings in the marketplace.

## **SWOT ANALYSIS**

Strengths	<ul style="list-style-type: none"> <li>● Self funded - We have another company helping to fund this start up. No dependance on investors.</li> <li>● Speed to Market - No complex build out or wait for crops to grow.</li> <li>● Expected growth rate of this industry is 28.3%</li> <li>● Market is in Quality Growth Stage.</li> <li>● Cannabis is beginning to be viewed more positively.</li> <li>● Low Operating Expense- our low overhead allows us to compete with larger companies.</li> <li>● Very little community impact. We have no retail traffic, no showroom and only employees are allowed in our facility. We pick up and deliver with</li> </ul>
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	one unmarked company vehicle.
Weaknesses	<ul style="list-style-type: none"> <li>● Market Competition.</li> <li>● Must source product from wholesale market- In the future the market will stabilize with supply outweighing demand. Currently it fluctuates and is unpredictable.</li> </ul>
Opportunities	<ul style="list-style-type: none"> <li>● High quality specialized product manufacturing is in high demand and market share of extracts is predicted to expand exponentially in the near future.</li> <li>● Increasing number of large cultivators will create large scale processing opportunities.</li> <li>● We can produce and sell our own products or process for larger companies that don't have processing.</li> </ul>
Threats	<ul style="list-style-type: none"> <li>● Cannabis is still a Schedule 1 Drug.</li> <li>● Vertically integrated competitors undercutting prices and not needing our services.</li> <li>● Illegal Market still taking market share away.</li> <li>● Pharmaceutical companies and very large corporations with vast amounts of capital.</li> </ul>

### Products

HÀVN Extracts will provide a wide selection of products, including, but not limited to:

- CO2 CBD/THC Oils
- CO2 CBD/THC Oil Vaporizer Cartridges
- CO2 CBD/THC Edibles

\*All of our products will be properly packaged and labeled according to the MA regulations.

### Staffing

Year	2020*	2021	2022	2023	2024
Expected	4	8	10	10	10

FTE					
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\*Expecting to be operational in the 2nd quarter of calendar year 2020

### **HÅVN Extracts, LLC management team**

#### **Thomas Dunn- CEO/CFO**

Mr. Dunn has extensive knowledge and experience opening and running multiple successful businesses over the last 33 years. He currently co-owns and operates a national catastrophe storm claims management company with his son Branden Dunn.

After graduating from CSU Colorado with a BSc. in Business Management and a minor in Marketing, Thomas started an automotive collision repair company and successfully ran the company for almost three decades handling all aspects including market research, finance, team building, human resources, management, marketing, accounting, regulatory compliance with HAZMAT and tax compliance.

Thomas then co-founded Superior Hail Repair LLC <sup>TM</sup> with his son Branden Dunn and together they took the company to a national level opening 5 locations around the midwest grossing over 1 million in 2018 and 2019.

Thomas is an expert in business management including finance, accounting and budgeting as well as many years of experience in State and Federal tax compliance, State and local regulation compliance, HAZMAT, OSHA and fire department regulation compliance. He also has over 30 years of experience recruiting, hiring, training and managing employees from diverse backgrounds.

Mr. Dunn speaks French and is currently learning Spanish. He is a specialist in customer service and maintaining excellent relationships with everyone involved with his business including the local community, vendors, employees and customers.

Thomas has donated his time to the community to help students learn filmmaking techniques with multiple projects including filming portions of, and helping to create "One day In an American city" a documentary that aired on PBS exploring the many issues that large cities are dealing with, and possible solutions.

#### **Branden Dunn- COO**

Branden Dunn has extensive knowledge and experience in the highly regulated food service industry as well as business start up ventures. He is currently co-owner of a national Catastrophe claims management company and his business start up skills are indispensable to quick storm response, facility selection, stormwater damage remediation, insurance claims management, and employee/contractor hiring and management.

He has formal training and years of experience in FDA clean food production standards and is certified by the ServSafe® Food Handlers certification.

Branden graduated from the Culinary Institute of America in Hyde Park, NY with an Associates Degree in Culinary Arts and Food Service Management and then attended CU Boulder in Denver, CO before leaving the university to become partners in and expand Superior Hail Repair LLC ™ to a national company grossing over \$1 million a year.

Branden has worked at several high end restaurants in San Diego, Denver and New York becoming an expert in large scale restaurant production including high volume Inventory tracking, budgeting, sanitary food production, and maintaining quality standards.

Branden is also a social media expert and has a vast understanding of market data and analysis.

Branden has donated his time and services to several annual projects including the Hudson Valley Food and Wine Festival, The Denver Asian Street Food Festival and Cafe 180, a nonprofit cafe that serves the homeless.

### **Howard Dunn - Director of Lab Operations/Compliance**

HÀVN Extracts, LLC has appointed Howard Dunn to the Facilities Operations and Extracted Oil Production manager position.

Since 1989 Howard Dunn has been awarded multiple government Research and Development grants as principal investigator with Department of Defense (DOD), Defense Advanced Research Project Agency (DARPA), NASA, and Department of Energy (DOE).

Mr. Dunn has successfully brought four companies into OSHA, HAZMAT, compliance through process flow implementation, worksite infrastructure compliance, training and documentary procedural and onsite inventory requirements (MSDS, RCRA Manifests, DOT labeling) while meeting environmental air/water and HAZMAT handling requirements under CERCLA/RCRA regulations.

Holding degrees in Geological and a MSc in Metallurgical Engineering from the Colorado School of Mines in Golden, CO, He is a professional registered chemical engineer.

Mr. Dunn has 15 years of facilities operations and process design where he was actively engaged in meeting both environmental and personnel health and safety regulations at the Federal State and local level. Supervising teams of up to 16 persons he implemented both process standard operating procedures and operations personnel protective equipment monitoring and health and safety plans.

Mr. Dunn has experience in plant operations, specifically in pilot-scale development, and expertise in organic chemistry, materials processing, processing control, and has designed several organic based separations and process chemical processing manufacturing facilities. Having worked in a CLP-EPA approved laboratory as an analyst and more recently as a recognized Qualified Person for reporting analytical results to the SEC and Canadian CIM under the NI43101 guidelines he is an expert in chemical analysis QA/QC with check-lab certifications and chain of custody. Specifically Mr, Dunn has operated pyro-thermal destructive organic preparations, thin-film and production level column chromatography, Soxhlet extractions, distillation, rotary evaporation/condensation, HPLC, clean room humidification, liquid-liquid separations.

Howard has volunteered his time and operated several community outreach programs while working in South America to bring donations of equipment and school supplies to locally disadvantaged students, hospitals and local labor workers.

## Plan for Obtaining Liability Insurance

### I. Purpose

The purpose of this plan is to outline how HÅVN Extracts will obtain and maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

### II. Research

HÅVN Extracts has engaged with Corcoran & Havlin Insurance who offer both pre-licensure insurance and post licensure General and Product Liability Insurance coverage in the amounts required in 935 CMR 500.105(10). This company is established in the legal marijuana industry. Once we have our final license the post licensure insurance will begin.

### III. Plan

1. HAVN Extracts, LLC has contracted with Corcoran & Havlin Insurance to provide General Liability Insurance during the facility build out phase of our licencing process. Once our final license has been obtained, this policy will convert to a Cannabis Business General Liability and Product Liability policy which meets the requirements of 935 CMR 500.105(10).
  - a. HÅVN Extracts 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.
  - b. The deductible for each occurrence will be no higher than \$5,000 per occurrence.
2. In the event that HÅVN Extracts cannot obtain the required insurance coverage, HÅVN Extracts will place a minimum of \$250,000 in an escrow account. These funds will be used solely for the coverage of liabilities.
  - a. HÅVN Extracts will replenish this account within ten business days of any expenditure
3. HÅVN Extracts will maintain reports documenting compliance with with 935 CMR 500.105(10) in a manner and form determined by the Commission and will make these reports available to the Commission upon request.

RECEIVED  
APR 01 2019  
TOWN MANAGER

## Host Community Agreement Certification Form

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

### Applicant

I, THOMAS DUNN, (insert name) certify as an authorized representative of HAVN EXTRACTS, LLC (insert name of applicant) that the applicant has executed a host community agreement with THE TOWN OF OXFORD, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 4/29/19 (insert date).



Signature of Authorized Representative of Applicant

### Host Community

I, Jeff Callohan, Tom Manager <sup>Oxford</sup>, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for TOWN OF OXFORD, MA (insert name of host community) to certify that the applicant and TOWN OF OXFORD, MA (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 4/29/19 (insert date).



Signature of Contracting Authority or Authorized Representative of Host Community

Account Ads (1)

[Edit Profile](#)

## Account Ads

Ads placed on this account.

Place New Ad

Preview	Category Order Number Publication	Status	Ad Details	Ad start End	Created Price
	Legal Notices AP0040103 Worcester Telegram and Gazette Self Serve	Cancelled	Community Outreach Notice is hereby	Mar 13, 2019 Mar 13, 2019	Mar 10, 2019 \$ 51.21

## COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 20th, 2019 at 10:00 am at Oxford Public Library Meeting Room. The proposed Product Manufacturing Facility is anticipated to be located at 125 Southbridge Rd. Oxford, MA 01537. There will be an opportunity for the public to ask questions.

Branden Dunn  
March 13th, 2019

7018 0040 0000 0391 0333

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CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OXFORD, MA 01540

OFFICIAL USE

Certified Mail Fee	\$3.50
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.55

Total Postage and Fees \$4.05

Sent To Lori A. Kelley,  
Town Clerk  
Street and Apt. No., or PO Box No.  
325 Main St  
City, State, ZIP+4®  
Oxford, MA 01540



7018 0040 0000 0391 0524

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OXFORD, MA 01540

OFFICIAL USE

Certified Mail Fee	\$3.50
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.55

Total Postage and Fees \$4.05

Sent To Mary Harridge  
planning Assistant  
Street and Apt. No., or PO Box No.  
325 Main St  
City, State, ZIP+4®  
Oxford, MA 01540



7018 0040 0000 0391 0517

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OXFORD, MA 01540

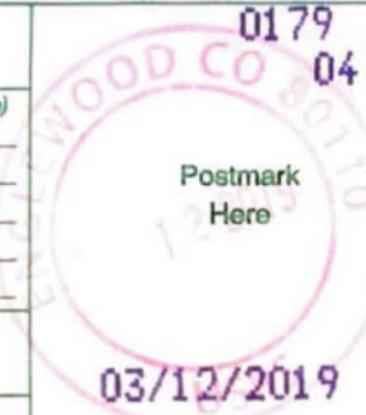
OFFICIAL USE

Certified Mail Fee	\$3.50
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$0.55

Total Postage and Fees \$4.05

Sent To Jennifer Callahan,  
Town Manager  
Street and Apt. No., or PO Box No.  
325 Main St  
City, State, ZIP+4®  
Oxford, MA 01540



## Community Outreach Meeting Attestation Form

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

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

1. The Community Outreach Meeting was held on March 20<sup>th</sup>, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on March 13<sup>th</sup>, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on March 12<sup>th</sup>, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on March 12<sup>th</sup>, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

7018 0040 0000 0391 0456  
 7018 0040 0000 0391 0265  
 7018 0040 0000 0391 0272  
 7018 0040 0000 0391 0289  
 7018 0040 0000 0391 0487  
 7018 0040 0000 0391 0302  
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 7018 0040 0000 0391 0319  
 7018 0040 0000 0391 0494  
 7018 0040 0000 0391 0296  
 7018 0040 0000 0391 0258  
 7018 0040 0000 0391 0432  
 7018 0040 0000 0391 0241

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RUTLAND, MA 01543

**OFFICIAL USE**

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\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
\$	\$4.05
Total Postage and Fees	\$4.05
\$	



Sent To  
 Ch [REDACTED] LLC  
 Street [REDACTED]  
 City [REDACTED] Rutland, MA  
 State [REDACTED] Zip [REDACTED]

PS Form 3800, April 2015 PSN 7500-02-000-9017 See Reverse for Instructions

Dear Sir/Madam,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 20th, 2019 at 10 am at Oxford Public Library Meeting Room. The proposed Product Manufacturing Establishment is anticipated to be located at 125 Southbridge Road, Oxford, MA. 01537.

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

Branden Dunn  
March 12th, 2019

ENGLEWOOD  
915 W LEHIGH AVE  
ENGLEWOOD  
CO  
80110-9998  
0728840179

03/12/2019 (800)275-8777 11:24 AM

Product Description	Sale Qty	Final Price
First-Class Mail Letter (Domestic) (NORTH OXFORD, MA 01537) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910265)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (TOPSFIELD, MA 01983) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910289)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (NEWTON CENTER, MA 02459) (Weight:0 Lb 0.40 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910272)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (NORTH OXFORD, MA 01537) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910487)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (WORCESTER, MA 01606) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910470)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (SEABROOK, NH 03874) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910463)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (OXFORD, MA 01540) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910517)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (OXFORD, MA 01540) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910524)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (OXFORD, MA 01540) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019) Certified (USPS Certified Mail #) (70180040000003910333)	1	\$0.55 \$3.50
First-Class Mail Letter (Domestic) (RUTLAND, MA 01543) (Weight:0 Lb 0.30 Oz) (Estimated Delivery Date) (Friday 03/15/2019)	1	\$0.55

Go to:  
<https://postalexperience.com/Pos>  
840-5800-0028-003-00033-99273-02

or scan this code with your mobile device:



or call 1-800-410-7420.  
YOUR OPINION COUNTS

## **Plan to Remain Compliant With Local Zoning**

### **I. Intent**

The purpose of this plan is to outline how HÅVN Extracts, LLC will remain in compliance with local codes, ordinances, and bylaws for the physical address of our marijuana establishment at 125 Southbridge Rd in Oxford, which shall include, but not be limited to, the identification of any local licensing requirements for a licensed marijuana product manufacturer.

### **II. Background**

On October 3rd, 2018 the Town of Oxford approved a zoning ordinance regulating the time place and manner of Marijuana Establishments. This ordinance, section XXIII allows a marijuana establishment in the Marijuana Overlay District (MOD). The MOD supersedes all underlying zoning and has been established to control the area where Marijuana Establishments may operate, zoning also verifies the 500 ft buffer zone from public or private schools. During a tech review meeting with HÅVN Extracts CEO and COO on February 26th 2019, the Town of Oxford verified that our location is zoned properly, outside of any public or private school buffer zone and may be used for a Marijuana Product Manufacturing Establishment. A special permit is required.

HÅVN Extracts CEO and COO have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions. We plan to immediately apply for a Special Permit from the Oxford Planning Board once the site plan and architectural drawings are complete and will meet all of the special permit conditions. Once we receive Provisional Licensure from the Commission the Special Permit may be granted by the planning board.

### **III. Ongoing Compliance**

HÅVN Extracts is committed to remaining in compliance with all local codes, ordinances, and bylaws. The CEO and COO will make periodic assessments of our operation for compliance with all applicable local, state and federal laws and regulations, including zoning and special permit compliance.

The CEO and COO will remain in contact with municipal officials including the Planning Board, Building Inspector and other applicable officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that HÅVN Extracts, LLC. remains in Compliance.



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

Minimum Fee: \$100.00

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

**Certificate of Amendment**

(General Laws, Chapter )

Identification Number: 001368314

The date of filing of the original certificate of organization: 3/4/2019

1.a. Exact name of the limited liability company: HÅVN EXTRACTS, LLC

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

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

No. and Street: 27 PRAY STREET  
 City or Town: AMHERST State: MA Zip: 01002 Country: USA

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

TO ENGAGE IN THE BUSINESS OF MANUFACTURING; TO CARRY ON ANY LAWFUL BUSINESS, PURPOSE, OR ACTIVITY; AND TO HAVE ALL THE POWERS GRANTED BY THE LIMITED LIABILITY COMPANY ACT AND BY THE OPERATING AGREEMENT, AND ALL POWERS NECESSARY OR CONVENIENT THERETO.

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

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

Name: PETER VICKERY, ESQ.  
 No. and Street: 27 PRAY STREET  
 City or Town: AMHERST State: MA Zip: 01002 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	. HUSTLE INC	9375 STATION DR. #411 LONE TREE, CO 80124 USA
MANAGER	TD CAPITAL INC	PO BOX 1291 ENGLEWOOD, CO 80150 USA

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

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

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	. HUSTLE INC	9375 STATION DR., #411 LONE TREE, CO 80124 USA
REAL PROPERTY	TD CAPITAL INC	PO BOX 1291 ENGLEWOOD, CO 80150 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

AMENDMENT TO 3 (GENERAL CHARACTER OF BUSINESS)

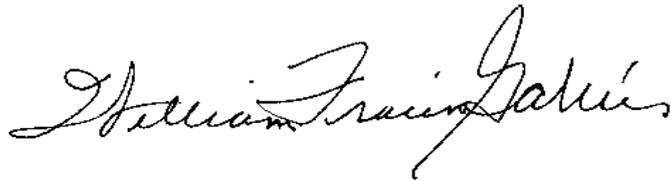
**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of March, 2019,  
TD CAPITAL, INC. , Signature of Authorized Signatory.**

THE COMMONWEALTH OF MASSACHUSETTS

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

March 06, 2019 08:07 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT  
FOR  
HÀVN EXTRACTS, LLC  
A Massachusetts Limited Liability Company**

This Operating Agreement is made this 4<sup>th</sup> day of March, 2019, among the persons executing this Operating Agreement as Original Members of HÀVN EXTRACTS, LLC (the “Company”) and all of those who shall later be admitted as members (individually, a “Member,” and, collectively, the “Members”), who agree as follows:

**ARTICLE 1: ORGANIZATION**

**1.1 Formation.** On March 4, 2019, the Company was organized as a Massachusetts limited liability company pursuant to the Massachusetts Limited Liability Company Act, Chapter 156C of the Massachusetts General Laws (the “Act”), by the filing of the Certificate of Organization (the “Certificate”) with the Secretary of the Commonwealth as required by the Act.

**1.2 Name.** The name of the Company is HÀVN EXTRACTS, LLC.

**1.3 Purposes.** The Company’s business is to engage in the business of manufacturing; to carry on any lawful, business, or activity; and to have all the powers granted by the Limited Liability Company Act, M.G.L. c. 156C (“the Act”); and all powers necessary or convenient thereto.

**1.4 Duration.** The Company shall continue in existence until the Company dissolves and its affairs are wound up in accordance with the Act or this Operating Agreement.

**1.6 Intention for Company.** The Members have formed the Company as a limited liability company under the Act.

**ARTICLE 2: BOOKS, RECORDS, AND ACCOUNTING**

**2.1 Books and Records.** The Company shall maintain complete and accurate books and records of the Company’s business and affairs as required by the Act. Such books and records shall be kept at the Company’s Registered Office.

**2.2 Fiscal Year; Accounting.** The Company’s fiscal year shall be the calendar year. The particular accounting methods and principles to be followed by the Company shall be selected by the Members from time to time.

**2.3 Tax Matters Partner.** TD CAPITAL, INC., shall be the “tax matters partner” for purposes of Sections 6221-6233 of the Internal Revenue Code.

**2.5 Members’ Accounts.** The Company shall maintain separate Capital Accounts for each Member. In the Capital Accounts the Company may record and track as a loan each Member’s service to the Company, in a manner consistent with the Internal Revenue Code and the Regulations promulgated thereunder. Each Member’s Capital Account shall reflect the Member’s capital contributions and shall be:

- (a) Credited with all payments made to the Company by such Member on account of capital contributions (and as to any property other than cash or a promissory note of a contributing Member, the fair market value of such property, net of liabilities secured by such property and assumed by the Company or subject to which such contributed property is taken) and by such Member’s allocable share of profits and items in the nature of income and gain of the Company;
- (b) Charged with the amount of any distributions to such Member (and as to any distributions of property other than cash or a promissory note of a contributing Member, the fair market value of such property, net of liabilities secured by such property and assumed by the Company or

subject to which such contributed property is taken) and by such Member's allocable share of losses and items in the nature of losses and deductions of the Company); and

(c) Otherwise appropriately adjusted to reflect transactions of the Company and the Members.

The Capital Accounts and adjustments thereto (including the determination of the amounts, character, and timing thereof) are intended to comply with applicable Regulations promulgated under Section 704 (b) of the Internal Revenue Code, and shall be interpreted and applied in a manner consistent with such Regulations.

### **ARTICLE 3: MEMBERSHIP**

**3.1 Original Members.** The Original Members of the Company are TD CAPITAL, INC., and HUSTLE, INC. Both Original Members shall be Managers. In the event of the resignation, removal, death, or permanent disability of either Manager, that person shall ipso facto cease to be a Manager, but shall continue to be a Member until all of his Membership interest shall have been transferred in accordance with this operating Agreement. Upon the resignation, removal, death or permanent disability of any Manager, the remaining Managers may appoint another Member as a successor.

**3.2 Capital Contributions.** Each Original Member shall, no later than that Original Member's execution of the Agreement, contribute to the Company an original Capital Contribution. The Members' interests in the total capital of the Company (the "Sharing Ratios," adjusted from time to time to reflect changes in the Capital Accounts of the Members and the total capital of the Company) are set forth below. No additional capital contributions shall be required of any Member except under terms and conditions unanimously agreed to by the Members. Except as required under the Act or other applicable law, no Member or Manager shall have any personal liability for the liabilities and obligations of the Company.

<u>NAME</u>	<u>CONTRIBUTION</u>	<u>% INTEREST IN LLC</u>
TD CAPITAL, INC.	_____	50%
HUSTLE, INC.	_____	50%

**3.3 Additional Members.** From time to time, both Original Members shall, upon a unanimous vote, have the authority to admit to the Company one or more Additional Members provided that upon admission each such Additional Member shall make a Capital Contribution to the Company and shall execute this Operating Agreement or agree in any other writing evidencing the intent of such person to be bound by all the provisions of this Operating Agreement.

**3.4 No Right to Interest or Withdrawal.** No interest shall accrue or be payable with respect to any Capital Contribution by any Member to the Company, and no Member shall have the right to withdraw any portion of his or her Capital Contribution except as expressly provided herein.

**3.5 Loans.** If both Managers believe that the Company requires additional funds for its operations but the Company is unable to borrow funds from a commercial bank or other financial institution on terms which are at least as favorable as those offered by any Member, the Managers may, in their sole discretion, cause the Company to borrow funds from such offering Member. Any such loan by a Member shall not be deemed a Capital Contribution, and shall be repaid to such lending Member in accordance with the terms of such loan.

### **ARTICLE 4: ALLOCATIONS AND DISTRIBUTIONS**

**4.1 Allocations.** Except as may be required by the Internal Revenue Code (including, without limitation, Section 704(c) of the Code in the case of property contributed by a Member),

or by this Operating Agreement, the Company's net profits, net losses, and other items of income, gain, loss, deduction, and credit shall be allocated between the Members in accordance with each Member's Sharing Ratio.

**4.2 Distributions.** Subject to 4.1 above, the Company may make distributions to the Members from time to time. Distributions may be made only after the Managers determine, in their discretion, that the Company has cash on hand exceeding the Company's current and anticipated needs (including operating expenses, debt service, acquisitions, and reserves, if any). Except as otherwise provided in this Operating Agreement, all distributions shall be made to the Members in accordance with their Sharing Ratios. Distributions shall be in cash, or property, or both, as the Managers determine. No distribution shall be declared or made if, after giving it effect, the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy on dissolution the preferential rights of other Members that are superior to the rights of the Members receiving the distribution.

## **ARTICLE 5: DISPOSITION OF MEMBERSHIP INTERESTS**

**5.1 General.** Every sale, assignment, transfer, exchange, mortgage, pledge, grant, hypothecation, or other disposition, including without limitation a gift or transfer incident to a divorce (a "Transfer") of any Membership interest shall be made only in compliance with this Article 5. No Membership interest shall be transferred if (a) the Transfer would cause a termination of the Company under Section 708 of the Internal Revenue Code (unless the Company shall have first received an opinion from tax counsel to the Company that such termination would have no adverse tax impact on the Company or any Member); or (b) the assignee of the Membership interest fails to provide the Company with the information and agreements that the Members may require in connection with such a Transfer, including those required by Section 5.4. Any attempted Transfer of a Membership interest in violation of this Article 5 is void.

**5.2 Permitted Transfers.** No Member shall suffer or permit any Transfer of all or part of her or his interest in the Company without, in each instance, obtaining advance written approval of the Managers. Notwithstanding the foregoing, a Member may, without the consent of the Managers transfer all or any part of her or his Membership interest upon death to any spouse, brother, sister, nephew, niece, or lineal descendant of any Member or to a trust exclusively for the benefit of one or more such family members or their spouses. The Transfer of a Membership interest does not itself entitle the assignee to participate in the management and affairs of the Company or to become Member. Such assignee is only entitled to receive, to the extent validly assigned, the distributions to which the assigning Member would otherwise be entitled.

**5.3 Admission of Substitute Members.** An assignee of a Membership interest shall be admitted as a substitute Member and shall be entitled to all the rights and powers of the assignor only with the unanimous written consent of the Managers. If admitted, the substitute Member has, to the extent assigned, all of the rights, powers, restrictions, and liabilities of a Member.

**5.4 Obligations of Substitute Members or Assignees.** A person shall not be admitted as a Member of the Company or become an assignee of an interest or other rights or powers of a Member until such person (or a representative authorized by such person in writing) executes this Operating Agreement or any other writing evidencing the intent of such person to become a Member or assignee and to be bound by all the provisions of this Operating Agreement.

## **ARTICLE 6: MANAGEMENT AND MEETINGS**

**6.1 Authority of Managers.** The business of this Company shall be managed by and under

the direction of the two Managers, who may exercise all such powers of the Company and do all such lawful acts and things (including specifically but not by way of limitation the power to engage attorneys, accountants, and other service-providers on behalf of the Company) as are not by the Act or by this Operating Agreement required to be exercised or done by the Members. It is intended that the powers and authority of the Manager shall be substantially the same as the powers and authority of general partners in a limited partnership formed under the laws of the Commonwealth of Massachusetts. Notwithstanding the above, the Manager may not do or permit to be done any of the following without the approval of both Members:

- (a) Any act or thing which the Act or this operating Agreement requires to be approved, consented to, or authorized by the Members;
- (b) Voluntarily cause the dissolution of the Company;
- (c) Amend the Certificate or this Operating Agreement except as provided in Section 6.4 below; or
- (d) Sell all or a significant part of the Company's assets, or engage in any major recapitalization or merge

**6.2 Compensation of Managers.** Unless otherwise expressly approved by the Members, Managers shall not be entitled to any compensation for services or activities undertaken in their capacity as Managers.

**6.3 Amendment of Certificate or Operating Agreement.** The Manager shall have the duty to amend the Certificate and Operating Agreement to the extent necessary to reflect any action duly taken by Members.

**6.4 Voting.** All Members shall be entitled to vote on any matter concerning the Company's business which is expressly reserved to them by the Act or this Operating Agreement. Unless a greater vote is required by the Act or this Operating Agreement, the affirmative vote or consent of a majority of the Sharing Ratios of all the Members entitled to vote or consent is required for any action to be taken by Members.

**6.5 Meetings.** An annual meeting of Members for the transaction of such business as may properly come before the meeting shall be held at the time, date, and place that the Manager shall determine. Special meetings for any purpose may be called at any time by the holders of at least fifty percent (50%) of the Sharing Ratios. The Company shall deliver or mail written notice stating the date, time, place, and purpose(s) of any meeting to each Member entitled to vote at the meeting. The notice shall be given not less than ten (10) or more than sixty (60) days before the meeting date.

**6.6 Consent.** Any action required or permitted to be taken at any meeting may be taken by consent without a meeting, prior notice, or a vote. The consent must be in writing, set forth the action taken, and be signed by the Members having at least the minimum amount of Sharing Ratios necessary to authorize or take such an action at a meeting at which all Membership interests entitled to vote on the action are present and voting. Every written consent shall also bear the date signifying when each Member signed the consent. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who did not consent in writing to the action.

## **ARTICLE 7: EXCULPATION OF LIABILITY; INDEMNIFICATION**

**7.1 Exculpation of Liability.** Unless otherwise provided by law or Article 1.6 above, no Member or Manager shall be liable for the acts, debts, or liabilities of the Company.

**7.2 Indemnification.**

(a) **Nonderivative Actions.** Subject to all of the other provisions of this Article 7, the Company shall indemnify any person who is or was a party or who is threatened to be made a

party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, investigative, formal or informal (other than an action by or in the right of the Company) by reason of the fact that the person is or was a Member or Manager of the Company against expenses (including actual and reasonable attorney's fees), judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by her or him, in connection with such action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company or its Members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful.

**(b) Derivative Actions.** Subject to all of the other provisions of this Article 7, the Company shall indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending, or completed action or suit by or in the right of the Company to procure a judgment in its favor by reason of the fact that the person is or was a Member or Manager of the Company against expenses (including actual and reasonable attorney fees) and amounts paid in settlement actually and reasonably incurred by him or her, in connection with such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in the best interests of the Company or its Members. However, indemnification shall not be made for any claim, issue, or matter in which the person has been found liable to the Company unless, and only to the extent that, the court in which the action or suit was brought has determined on application that, despite the adjudication of liability, the person is fairly and reasonably entitled to indemnification for the reasonable expenses incurred.

**(c) Expenses of Successful Defense.** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in sections 7.2(a) or 7.2(b) above, or in defense of any claim, issue, or matter in the action, suit, or proceeding, the person shall be indemnified against actual and reasonable expenses (including actual and reasonable attorney's fees) incurred by the person in connection with the action, suit, or proceeding brought to enforce the mandatory indemnification provided by this Article.

**(d) Determination that Indemnification is Proper.** Any indemnification under sections 7.2(a) or 7.2(b) above shall be made by the Company only as authorized in the specific case (1) when it is determined that indemnification is proper because the person has met the applicable standard of conduct set forth in sections 7.2(a) or 7.2(b), whichever is applicable, and (2) on an evaluation of the reasonableness of expenses and amounts paid in settlement. The determination and evaluation shall be made by a majority vote of the Sharing Ratios of Members who are not parties or threatened to be made parties to the action, suit, or proceeding.

**(e) Proportionate Indemnity.** If a person is entitled to indemnification under sections 7.2(a) or 7.2(b) for a portion of expenses, including attorney fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount, the Company shall indemnify the person for the portion of the expenses, judgments, penalties, fines, and amounts paid in settlement for which the person is entitled to be indemnified.

**(f) Expense Advance.** The Company may pay or reimburse the reasonable expenses incurred by a person referred to in sections 7.2(a) or 7.2(b) above who is a party or is threatened to be made a party to an action, suit, or proceeding in advance of final disposition if all of the following apply:

- (1) The person furnishes the Company with written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in sections 7.2(a) or 7.2(b);
- (2) The person furnishes the Company with a written undertaking executed

personally to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct; and

- (3) A determination is made that the facts then known to those making the determination would not preclude indemnification. The authorization of payment must be made in the manner specified in section 7.2(d). The undertaking shall be an unlimited general obligation of the person on whose behalf advances are made, but it need not be secured.

## **ARTICLE 8: DISSOLUTION AND WINDING UP**

**8.1 Dissolution.** The Company shall dissolve and its affairs shall be wound up on the first to occur of the following events: (a) at any time or on the happening of any event specified in this Operating Agreement; or (b) by the unanimous consent of all the Members.

**8.2 Winding Up.** On dissolution, the Company shall cease carrying on its business and affairs and shall begin to wind them up. The Company shall complete the winding up as soon as practicable. On the winding up of the Company, its assets shall be distributed first to creditors, to the extent permitted by law, in order to satisfy Company debts, liabilities, and obligations, and then to Members and former Members. Distributions to Members and former Members shall be made:

- (a) First, to the Members, in amounts sufficient to reduce the Members' Capital Accounts to zero, in proportion to positive balances in such Capital Accounts (after reflecting in such Capital Accounts all adjustments thereto necessitated by all other Company transactions).
- (b) Second, any balance to the Members in proportion to their respective Sharing Ratios.

## **ARTICLE 9: MISCELLANEOUS PROVISIONS**

**9.1 Entire Agreement.** This Operating Agreement constitutes the entire agreement among the signatories and contains all of the agreements between the signatories with respect to the subject matter hereof. This Operating Agreement supersedes any and all other agreements, either oral or written, between the Members with respect to the subject matter.

**9.2 Severability.** The invalidity or unenforceability of any particular provision of this operating Agreement shall not affect the other provisions, and this Operating Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

**9.3 Amendment.** This Operating Agreement may be amended at any time by a written agreement executed by both Members.

**9.4 Notices.** Any notice permitted or required under this Operating Agreement shall be conveyed to the party at the address reflected in this Operating Agreement (or to any address which the Member has notified the Company in writing as being his or her current address) and will be deemed to have been given when deposited in the United States mail, postage paid, or when delivered in person, by courier, fax, or electronic mail.

**9.5 Binding Effect.** Subject to the provisions of this Operating Agreement relating to transferability, this Operating Agreement shall be binding on and shall inure to the benefit of the Members and their respective distributees, heirs, successors, and assigns.

**9.6 Other Business.** Any Member may engage in and possess interests in other business ventures of every kind and description, independently or with others. Neither the Company nor the other Members shall have any rights in or to such ventures or the income or profits therefrom.

**9.7 Governing Law and Venue.** This Operating Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Business Litigation Session of the Superior Court located in Suffolk County, Massachusetts, shall be the sole and exclusive venue for any and all proceedings arising hereunder or in

connection herewith.

The persons named below have executed this Operating Agreement under seal on the dates set below their names, to be effective on the date listed on the first page of this Operating Agreement.

\_\_\_\_\_  
Thomas Dunn, President  
For and on behalf of  
TD CAPITAL, INC.

\_\_\_\_\_  
Branden Kane Dunn, President  
For and on behalf of  
HUSTLE, INC.



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HAVN EXTRACTS, LLC  
210 PARK AVE STE 370  
WORCESTER MA 01609-2246

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



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

William Francis Galvin  
Secretary of the  
Commonwealth

March 4, 2019

TO WHOM IT MAY CONCERN:

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

**HÅVN EXTRACTS, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 4, 2019.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation 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: **TD CAPITAL INC, . HUSTLE INC**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **TD CAPITAL INC, . HUSTLE INC**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **TD CAPITAL INC, . HUSTLE INC**



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

## Diversity Plan

### 1. Intent

It is the policy of HAVN Extracts to build a diverse, and inclusive workplace that promotes equity among all employees. A workplace where the contributions of all employees are recognized, valued and utilized, regardless of their gender, race, religion, sexual orientation, disabilities including veterans.

### 2. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that HAVN Extracts recruits and hires a diverse, inclusive and equitable workforce. HAVN Extracts will provide a discrimination-free work environment that provides opportunities and training for all employees including women, minorities, LGBTQ, veterans and persons with disabilities.

### 3. Goals

The goals that HAVN Extracts is committed to achieving through this plan and our vision include:

1. Build an inclusive and diverse workplace and management team with no regard to race, national origin, gender, age(21+), disability, religion, sexual orientation, or any other non-merit factor.
  - a. One (1) initial training on this policy for each employee and one (1) yearly session as a company to review and improve this policy.
  - b. Year 1-2: 25% of our workforce will be women and Minorities.
  - c. Year 3 and Beyond: 50 % of our workforce will be women and minorities.
2. Include as our suppliers, contractors and wholesale partners, businesses owned by minorities, women, veterans, people of all gender identities and sexual orientations, service-disabled veterans, and persons with disabilities.
  - a. Year 1: At least 1 Marijuana Retail Establishment that falls into the above category
  - b. Year 2-3: At least 3 Marijuana Retail Establishments that fall into the above category.
  - c. Year 4 and beyond: at least 5 Marijuana Retail Establishments that fall into the above category.
3. Provide training and guidance to all employees about all aspects of the production and packaging process so that they can develop their skills and grow within our company based on their personal goals and when possible, promote from within.
  - a. This will include 5 initial training sessions on all aspects of the company and additional one (1) monthly training session on new topics, methods and cannabis industry information.
4. Promote Equity and Diversity in our Hiring policy used on recruitment websites, social media presence and traditional hiring platforms including MassHire, a Massachusetts One Stop Career center that serves central Massachusetts.
  - a. We will attend one (1) yearly industry trade show
  - b. We will attend job fairs at least two (2) times per year. One (1) every 6 months

- c. Post job postings on all outlets including social media and masshire at least every three (3) months. We will post jobs more frequently as more jobs become available

#### 4. Policies

HÅVN Extracts looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientations in the operation of our company. To promote diversity and equity HÅVN Extracts will:

1. Institute a “blind hiring” policy that anonymizes or “blinds” demographic-related information about a candidate from the recruiter or hiring manager that can lead to bias about the candidate.
2. Provide each employee with the knowledge and skills they need to be successful in our company.
3. Provide Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
4. In order to promote a diverse applicant pool and reach potential recruits who are economically disadvantaged, we will use additional non-technology-based channels in addition to online recruiting (e.g. newspapers).
  - a. Ads will state that all qualified applicants will be considered for employment without regard to race, national origin, age, sex, sexual orientation, religion, or disability. Although not required, we will include an Equal Employment Opportunity (EEO) statement on job advertisements in order to properly document our policy of nondiscrimination and adhere to the Equal Employment Opportunity Commission (EEOC) Policy Guide on Sex-Referent Language in Job Advertising, 405 Fair Employment Practices Manual 6847.

#### 5. Inclusion

HÅVN Extracts is determined to provide a work environment that is diverse and inclusive. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. To achieve our goal of inclusion and diversity in our workplace, HÅVN Extracts will:

1. Provide employees One (1) initial training on this concept and policy for each employee and one (1) yearly session as a company to review and improve this policy of inclusion in the workplace and provide advanced training two (2) times per year to managers in their roles in fostering an inclusive workplace environment.
2. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
3. We will make sure all employees have equal opportunities for advancing their career within our company based on individual goals and interests.

HÅVN Extracts has engaged with Visions Inc., a Massachusetts based non-profit training and consulting organization, specializing in diversity and inclusion. We will utilize Visions Inc. or a similar training and consulting source if needed to assist us in our Diversity and Inclusion needs.

## **V. Supplier Diversity Plan**

When hiring Suppliers, contractors and wholesale partners, HÅVN Extracts, LLC will give priority to companies owned and operated by minorities, women, veterans, LGBT, and veterans. HÅVN Extracts recognizes that sourcing products and services from previously under- used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. HÅVN Extracts will draft and implement a plan that focuses on and requires that the underrepresented businesses identified above are given priority, as our suppliers, contractors and wholesale partners.

## **6. Measurement and Accountability**

Periodically, HÅVN Extracts management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion. Feedback from the data received from this process will be evaluated and new programs or processes will be implemented if needed.

1. HAVN Extracts will count the number of individuals hired who are women or minorities. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals fall within this goal.
2. HAVN Extracts will document the training sessions and topics provided to each employee and to the company as a whole and provide this information in our yearly report.
3. We will track the demographics of all contractors, suppliers and industry partners to ensure we are identifying and engaging with diverse business partners. We will count the number of industry partners and suppliers that fall into the above category.

At least once annually, HÅVN Extracts management team will conduct a comprehensive evaluation of this plan that includes feedback from our employees as to the effectiveness of the policy and to see if our goals have been attained. If these goals are not met, the programs will be evaluated, and a determination will be made if changes that need to be made. The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

### **Additional Statements:**

- A. HAVN Extracts, LLC 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 Marijuana Establishments.
- B. Any actions taken, or programs instituted by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



## **Maintenance of Financial Records Policy and Procedure**

### **I. Intent**

HÀVN Extracts is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for HÀVN Extracts employees regarding the Maintenance of Financial Records that are in compliance with the Regulations.

### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

### **III. Policy**

HÀVN Extracts financial records will be kept and maintained according to generally accepted accounting principles. The CEO is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. Once operational HÀVN Extracts will hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

All HÀVN Extracts financial/business records will be available for inspection to the Commission upon request.

HÀVN Extracts will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents,
4. Agreements, checks, invoices, and vouchers;
5. Sales records including the quantity, form, and cost of marijuana products; and
6. Salary and wages paid to each employee, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of a nonprofit corporation, if any.

In relation to the maintenance of financial records HÅVN Extracts will incorporate the following into our business operations;

1. HÅVN Extracts will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees.
2. HÅVN Extracts has confirmed that GFA credit union of Massachusetts will provide banking services for our company.
3. HÅVN Extracts will use up to date financial software programs for all financial transactions.
4. HÅVN Extracts does not plan to make cash transactions with other Marijuana Establishments.
5. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
6. On an annual basis HÅVN Extracts will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of HÅVN Extracts finances (books).
7. HÅVN Extracts will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.

#### **IV. Access to the Commission**

HÅVN Extracts electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

#### **V. Access to the Massachusetts Department of Revenue ("DOR")**

HÅVN Extracts books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission or the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, HAVN Extracts will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

## Personnel Policies

(This document is a summary of the Personnel Policies for HÅVN Extracts, LLC. including our draft policy for background checks. This plan may be amended once we are licensed and hiring employees or if other guidance issued by the Commission is issued.)

### I. Intent

HÅVN Extracts is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for HÅVN Extracts employees regarding Personnel Policies that are in compliance with the Regulations.

### II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant will all regulations and laws.

### III. Personnel Records

HÅVN Extracts will Maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each HÅVN Extracts agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with HÅVN Extracts and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. 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;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;

4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files.

Access to the electronic records will only be allowed to HÅVN Extracts Management agents who require access, as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only HÅVN Extracts Management agents who require access. These records will be made available for inspection by the Commission upon request.

#### **IV. HÅVN Extracts Agents**

All HÅVN Extracts executives, managers, employees and volunteers will register with the Commission as a HÅVN Extracts Marijuana Establishment Agent (“HÅVN Extracts Agent”). For clarity an Agent means, any person who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All HÅVN Extracts Agents shall;

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

HÅVN Extracts will submit to the Commission an application for every HÅVN Extracts Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;

6. Background information, including, as applicable:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
  - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant; and
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

HÅVN Extracts CEO will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom HÅVN Extracts seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

HÅVN Extracts will notify the Commission no more than one business day after a HÅVN Extracts agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, HÅVN Extracts will renew each HÅVN Extracts Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration. After obtaining a registration card for a HÅVN Extracts Agent, HÅVN Extracts will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All Agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

## V. Background Checks

HÀVN Extracts will comply with all Background Check requirements in the Regulations and any other sub-regulatory guidance issued by the Commission.

**Application Process-** During the application process HÀVN Extracts will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - i. The individual's full legal name and any aliases;
  - ii. The individual's address;
  - iii. The individual's date of birth;
  - iv. A photocopy of the individual's driver's license or other government-issued identification card;
  - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
  - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

- ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
  - iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
  - iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
  - vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
  - vii. Any other information required by the Commission.
4. HÅVN Extracts will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

**Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process HÅVN Extracts will submit Marijuana Establishment Agent applications for all required individuals. HÅVN Extracts will perform its own due diligence in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

## **VI. Equal Employment Policy**

It is the policy of HÅVN Extracts to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws.

This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

HÅVN Extracts expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, HÅVN Extracts will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on HÅVN Extracts operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with HÅVN Extracts in seeking and evaluating alternatives.

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

## **VII. Anti-Harassment and Sexual Harassment Policy**

HÅVN Extracts seeks to promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of HÅVN Extracts employees to perform their expected job duties is not tolerated.

It is illegal and against HÅVN Extracts policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment;

using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct. The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. HÅVN Extracts will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

HÅVN Extracts will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

HÅVN Extracts will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

## **VIII. Americans with Disability Act**

HÅVN Extracts strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. HÅVN Extracts judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. HÅVN Extracts will provide reasonable accommodations to any persons with disabilities who require them, who advise HÅVN Extracts of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

### **IX. Drug Free Workplace**

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

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

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

### **X. Smoke Free Workplace**

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

### **XI. Employee Assistance Policy**

To help employees in circumstances where counseling services would be helpful, HÅVN Extracts will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

## **XII. Employee Diversion of Marijuana**

If a HÅVN Extracts Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The CEO will immediately be notified. The CEO will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

## **XIII. Employee Handbook**

HÅVN Extracts will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with HÅVN Extracts. These subjects will include, but not be limited to;

1. HÅVN Extracts Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training

## **Qualifications and Training Policy and Procedure**

### **I. Intent**

HÅVN Extracts is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for HÅVN Extracts employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

### **III. Qualifications for a HÅVN Extracts Marijuana Establishment Agent**

The minimum requirements to become a HÅVN Extracts Marijuana Establishment Agent (“Agent”) are outlined below. All HÅVN Extracts executives, employees, managers or volunteers will register with the Commission as an Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All HÅVN Extracts Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an 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; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

HÅVN Extracts will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications depending on the required duties.

#### **IV. Required Training for HÅVN Extracts Agents**

Pursuant to 935 CMR 500.105(2)(a) HÅVN Extracts will ensure all HÅVN Extracts Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;

1. Code of Conduct;
2. Verifying Identifications;
3. Marijuana Regulations;
4. Security and Safety;
5. Emergency Procedures/Disaster Plan;
6. Diversion of Marijuana;
7. Terminatable Offences;
8. Confidential Information;
9. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
  - a. Alcohol, smoke and drug-free workplace;
  - b. Equal Employment Policy;
  - c. Anti-Harassment and Sexual Harassment Policy;
  - d. Americans with Disability Act;
  - e. Employee Assistance Policy; and
  - f. Diversity Plan

After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.

All HÅVN Extracts Agents will receive a minimum of 8 hours of training annually.

HÅVN Extracts will record, maintain and store 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. These records will be stored in the Agents Personnel File. Training records will be retained by HÅVN Extracts for at least one year after agents’ termination.

When implemented by the Commission and available, HÅVN Extracts will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”

1. After the responsible vendor designation is applied each HÅVN Extracts owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
2. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, HÅVN Extracts will allow and encourage them to attend on a voluntary basis.
3. HÅVN Extracts will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.

#### **V. Additional Training**

HÅVN Extracts will provide training and training opportunities to its employees. In addition to required training, HÅVN Extracts will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas that enhance the Company's, our Agents and our customers safety and experience.

# Policy for Quality Control and Testing of Marijuana and Marijuana Products

## I. Intent

HÅVN Extracts is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency.

To provide clear and concise instructions for HÅVN Extracts employees on Quality Control and Testing that are in compliance with the Regulations.

Superb quality control and the testing of marijuana products are essential for the operation of HÅVN Extracts Retail Marijuana Facility. HÅVN Extracts uses best industry practices when it comes to quality control and product testing, furthermore HÅVN Extracts will not sell any marijuana product that is a potentially hazardous food (PHF) or time/temperature control for safety food (TCS food).

## II. General Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

HÅVN Extracts will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment HÅVN Extracts will view and confirm that the source products have been tested in accordance with the Regulations and will store and maintain the testing records.

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

HÅVN Extracts will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

1. For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
2. In a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
3. The THC content will be homogenous, or evenly distributed throughout the edible marijuana product.

HÅVN Extracts will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to use additional best management practices as determined by the Commission in consultation with the working group established under St. 2017, c. 55, § 78(b) to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. If minimum standards or best management practices are not established by the time of an application for initial licensure, a HÅVN Extracts will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

### **III. Sanitation**

HÅVN Extracts Retail Marijuana facility (“the facility”) will be designed and constructed with sanitation in mind.

1. All product contact surfaces will be smooth, durable and easily cleanable.
2. The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - a. There will be covering at base junctures that is compatible with both wall and floor coverings. The covering should provide at least 1/4-inch radius and 4" in height.
  - b. The COO will prepare a cleaning and sanitation checklist to oversee that the cleaning and sanitation is performed to a satisfactory manner.
3. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.
4. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - a. Suspended lighting is constructed from non-corrodible and cleanable assemblies.

- b. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - c. Adequate safety lighting in all areas.
5. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
6. Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) 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.
  - a. Pre-scrape surface to remove gross soils.
  - b. Wash surface with recommended strength solution of pot & pan detergent.
  - c. Rinse with water and wipe dry.
  - d. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
  - e. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces will remain wet for 60 seconds and allowed to air dry.
7. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - a. Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands
  - b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
8. The facility water supply comes from the Town of Oxford municipal water supply and is sufficient for necessary operations.
9. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - b. There will be no cross-connections between the potable and wastewater lines;
10. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
11. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

## **Contamination Control**

1. Training
  - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
2. Traps for monitoring

- a. Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
3. Handling and storage of marijuana product or marijuana plant waste
  - a. All marijuana plant waste will be placed in the hermetically sealed "Marijuana Waste" Container:
    - i. This container will impervious and covered
  - b. All marijuana waste will be stored in the grinding/waste room in sealed containers until disposal
4. Handling and storage of non-marijuana waste.
  - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles
    - i. Recyclable
    - ii. Organic
    - iii. Solid waste
  - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup
5. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

## Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected.  
Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to CEO.
  - b. HÅVN Extracts will voluntarily comply with any and all isolation and/or quarantine orders issued by the Oxford Board of Health or the Department of Public Health.
  - c. HÅVN Extracts Agents will report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a non-infectious condition
2. All HÅVN Extracts Agents shall conform to sanitary practices while on duty, including maintaining adequate personal cleanliness:
  - a. Grooming:
    - i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.

- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - iii. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
  - iv. Wash hands (including under fingernails vigorously and thoroughly with soap and warm water for a period of 20 seconds:
    - 1. When entering the facility before work begins.
    - 2. In the restroom after toilet use and when you return to your work station.
    - 3. After touching face, nose, hair, or any other body part, and after sneezing or coughing.
    - 4. After cleaning duties.
    - 5. After eating or drinking.
    - 6. Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
    - 7. Wash hands only in hand sinks designated for that purpose.
    - 8. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.
- b. Proper Attire:
- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
  - ii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- c. Cuts, Abrasions, and Burns:
- i. Bandage any cut, abrasion, or burn that has broken the skin.
  - ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
  - iii. Inform supervisor of all wounds.
- d. Smoking, eating, and gum chewing:
- i. HÅVN Extracts facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
  - ii. Eat and drink in designated areas only.
  - iii. Refrain from chewing gum or eating candy during work.

## **HACCP- Hazard Analysis and Critical Control Point**

HÅVN Extracts will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address packaging of all marijuana products that will take place in the facility. Once operational HÅVN Extracts will:

1. Assemble the HACCP team (CEO, COO, Lab Manager, Compliance Manager)
2. Describe the product and its distribution
3. Describe the intended use and consumers of the product
4. Develop a flow diagram which describes each process
5. Verify the flow diagram
6. Conduct a hazard analysis for each product (Principle 1)
7. Determine critical control points (CCPs) for each product (Principle 2)
8. Establish critical limits (Principle 3)
9. Establish monitoring procedures (Principle 4)
10. Establish corrective actions (Principle 5)
11. Establish verification procedures (Principle 6)
12. Establish record-keeping and documentation procedures (Principle 7)

## **Training**

HÀVN Extracts will provide training and training opportunities to all of its employees. In addition to required training, HÀVN Extracts will encourage advanced training to packaging agents in the areas of Good Manufacturing Practices and HACCP.

1. All employees will be trained on Good Manufacturing Practices (“GMP”) and Sanitation prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. Employees engaging in the packaging will be trained and certified in;
  - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. At least 1 Manager will be a Certified Food Protection Managers (CFPM) by completing a ServSafe or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide GMP, Sanitation and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

#### **IV. Testing of Marijuana and Marijuana Products**

HÅVN Extracts will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment HÅVN Extracts will view and confirm that the source products have been tested in accordance with the testing requirements outlined in 935 CMR 725.160 and the *“Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries”* published by DPH. These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure

We will contract with a Licensed Independent Testing Laboratory for the purposes of “Quality Control Testing.” Our quality control testing will be used to ensure that the products we are receiving from our wholesale partners are consistent with the testing records that have been reported to us. These quality control tests will help us to ensure that our products are contaminant-free and the correct dosage and potency.

We will contract with a Licensed Independent Testing Laboratory for the purposes of “Quality Control Testing.” Our quality control testing will be used to ensure that our products are consistent with the testing records that have been reported to us by our wholesale partners and; to test for cannabinoid levels, residual solvents and contamination so our customers will be well informed of our quality. We plan to use CDX Analytics which is Accredited to International Organization for Standardization (ISO) 17025 by Perry Johnson Laboratory Accreditation, Inc. (PJLA), 755 W. Big Beaver, Suite 1325 Troy, Michigan 48084, a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. CDX Analytics will be Licensed by the Commission prior to HÅVN EXTRACTS contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab.
2. HÅVN Extracts will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).

Any and all excess HÅVN Extracts marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to HÅVN Extracts Facility for disposal or by the Independent Testing Laboratory disposing of it directly.

HÅVN Extracts will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product will be deemed to comply with the standards required under 935 CMR 500.160

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
  - e. Bacteria
  - f. Fungi
  - g. Mycotoxins.
  - h. Residual Solvents

HÅVN Extracts will maintain the results of all testing for no less than one year.

If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other product and the Department and the Source Marijuana establishment will be notified immediately.

HÅVN Extracts will submit to the Department upon their request, any information regarding contamination. The entire batch of the product will be quarantined and not sold to customers. If through a re-test of the product, it is determined that there is no contamination, the product may be removed from quarantine status and sold. Product that is confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be returned to the Source Marijuana Establishment.

## **Record Keeping Procedure**

### **I. Intent**

HÄVN Extracts is committed to being compliant with all regulations outlined in 935 CMR 500.000 et.seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC” or “the Commission”) or any other regulatory agency. To provide clear and concise instructions for HÄVN Extracts employees regarding Record Keeping that are in compliance with the Regulations

### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant will all regulations and laws.

### **III. Access to the Commission**

HÄVN Extracts electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

### **IV. Access to the Massachusetts Department of Revenue (“DOR”)**

HÄVN Extracts books, records, papers and other data will be made available upon request by the DOR Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, HÄVN Extracts will comply with all records retention requirements outlined in the DOR Regulations including, but limited to 830 CMR 62C.25.1: Record Retention.

## V. Types of Records

The following records will be maintained and stored by HÅVN Extracts and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
  - a. Security measures in compliance with 935 CMR 500.110;
  - b. Employee security policies, including personal safety and crime prevention techniques;
  - c. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
  - e. Description of the various strains of marijuana to be processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - j. Alcohol, smoke, and drug-free workplace policies;
  - k. A plan describing how confidential information will be maintained;
  - l. A policy for the immediate dismissal of any marijuana establishment agent who has:
    - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
    - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
    - iii. 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.
  - m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
  - n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).

- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
  - p. Policies and procedures for energy efficiency and conservation that shall include:
    - i. 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;
    - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
2. Operating procedures as required by 935 CMR 500.130(5)
- a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
  - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and;
  - f. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
- a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;

- b. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight-hour related duty training.
  - c. A staffing plan that will demonstrate accessible business hours and safe operating conditions;
  - d. Personnel policies and procedures; and
  - e. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
    - a. Assets and liabilities;
    - b. Monetary transactions;
    - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - d. Sales records including the quantity, form, and cost of marijuana products; and
    - e. Salary and wages paid to each employee, any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
  7. Waste disposal records as required under 935 CMR 500.105(12);
  8. Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
  9. Responsible vendor training program compliance records.
  10. Vehicle registration, inspection and insurance records. (If Applicable)

All records kept and maintained by HÅVN Extracts will be securely held. Access to these records will only be accessible to those HÅVN Extracts Agents who require access as a part of their job duties.

## Policy for Restricting Access to Age 21 and Older

### I. Intent

HÅVN Extracts Retail Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CCC”) or any other regulatory agency.

### II. Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

### III. Definitions

**Consumer** means a person who is 21 years of age or older.

**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Proof of Identification** means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). HÅVN Extracts will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver’s license
2. Massachusetts Issued ID card
3. Out-of-state driver’s license or ID card
4. Government issued Passport
5. U.S. Military I.D.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55

and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old.**

#### **IV. Responsibilities**

HÅVN Extracts Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of HÅVN Extracts are 21 years of age or older.

#### **V. Access to the Facility**

HÅVN Extracts facility located at 125 Southbridge Rd in Oxford, allows only the following individuals access to our facility. For the purposes of this Policy the term facility also refers to any vehicle owned, leased, rented or otherwise used by HÅVN Extracts for the transportation of Marijuana:

1. HÅVN Extracts Agents (including board members, directors, employees, executives, managers, or volunteers)
  - a. While at the facility or transporting marijuana for the facility all HÅVN Extracts Agents must carry their valid Agent Registration Card issued by the Commission
  - b. All HÅVN Extracts Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Visitors
  - a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
  - b. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
  - c. After the age of the visitor is verified they will be given a Visitor Identification Badge
  - d. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
  - e. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
  - f. The visitor log will be available for inspection by the Commission at all times
3. Access to the Commission, Emergency Responders and Law Enforcement.
  - a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:
    - i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
    - ii. Representatives of other state agencies of the Commonwealth; and

- iii. Emergency responders in the course of responding to an emergency.
- iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

Individuals described above in this policy will be granted immediate access to the facility.

## **VI. Training**

(including outside vendors and contractors)

HÀVN Extracts will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties.

All HÀVN Extracts agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include:

1. Diversion prevention and prevention of sales to minors;
2. Acceptable forms of identification, including:
  - a. How to check identification;
  - b. Spotting false identification;
  - c. Medical registration cards issued by the DPH;
  - d. Provisions for confiscating fraudulent identifications; and
  - e. Common mistakes made in verification.

**From:** LHamilton <[LHamilton@bgcworchester.org](mailto:LHamilton@bgcworchester.org)>  
**Date:** November 25, 2019 at 4:51:24 PM GMT+1  
**To:** Theresa Lynn <[theresa.lynn@unitedwaycm.org](mailto:theresa.lynn@unitedwaycm.org)>, Tom Dunn <[cyberdunns@gmail.com](mailto:cyberdunns@gmail.com)>  
**Cc:** Leah Motsis <[lmotsis@bgcworchester.org](mailto:lmotsis@bgcworchester.org)>  
**Subject:** Introduction - Potential Partnership

Hi Tom,

As promised during our phone conversation, I am connecting you to Theresa Lynn, Senior Vice President of Advancement, at the United Way of Central Massachusetts (she is cc'd in this email). The Boys & Girls Club of Worcester, as well as several other youth development agencies, is a member of the United Way's YouthConnect program. The United Way is able to accept donations from cannabis-making and -retail companies, and would be interested in exploring the possibility of accepting your generous donation to benefit YouthConnect. Most (if not all) of the YouthConnect agencies are located in an area that was negatively impacted by the war on drugs. Perhaps this would be a way for you to help the Boys & Girls Club of Worcester and other youth-serving agencies?

Theresa, below is Tom's contact info:

Thomas Dunn  
HÅVN Extracts, LLC  
125 Southbridge Road  
North Oxford, MA 01537

Thanks again, Tom, for thinking of our Club and kids. It was great speaking with you.

Happy Thanksgiving!

**Liz**

Liz Hamilton, MSW  
Executive Director  
Boys & Girls Club of Worcester  
65 Tainter St.  
Worcester, MA 01610  
508-754-2686, ext. 201  
[lhamilton@bgcworchester.org](mailto:lhamilton@bgcworchester.org)

## **Plan to Positively Impact Areas of Disproportionate Impact**

HÅVN Extracts is committed to doing our part for Massachusetts communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities. Using data from Commission-approved areas of Disproportionate Impact, Our plan focuses on three areas:

- 1. Employment,**
- 2. Donations,**
- 3. The Use of Suppliers, Contractors and Business Partners.**

### **EMPLOYMENT-**

**Goals** - Provide career opportunities to residents of Areas of Disproportionate Impact in select census tracts in Worcester and Boston and the community of Amherst.

Year 1 goal: 20% of our workforce is composed of employees that meet the above criteria.

Year 2 goal: 30% of our workforce is composed of employees that meet the above criteria.

Year 3 goal and beyond: 40% of our workforce and at least one management role is composed of employees that meet the above criteria.

**Programs** - Our focus is to target residents that live in Commission-approved areas of Disproportionate Impact for job opportunities within our company. These postings will specifically encourage candidates from these areas. Specifically, we will:

1. Utilize industry recruitment websites, our social media presence and traditional hiring platforms including MassHire, a Massachusetts One Stop Career center that serves central Massachusetts. we shall:
  - Attend Two (2) job fairs annually, One (1) every 6 months
  - Post job postings at least every three (3) months. We will post jobs more frequently as more jobs become available, which encourage candidates from areas of disproportionate impact to enter into the Adult Use Cannabis Industry.
  - encourage our employees from disproportionately impacted areas to recommend other people from their communities who are in need of employment

**Measurements**- Six months after opening and at the end of each year of operation we will conduct an analysis and create a report on the demographics of our workforce and applicants that will include the number and percentage of employees hired from areas of disproportionate Impact.

Specific metrics we will measure:

1. Census tracts of job candidates.
2. How many employees we have hired who are from areas of disproportionate impact.
3. Methods used for reaching those employees and which methods had the most engagement.
4. How many people from areas of disproportionate impact were interviewed or engaged with.
5. Demographics of our employees.

If any goals are not met, the programs will be evaluated, and a determination will be made of what changes need to be made and implemented. Depending on the results, we may continue to use MassHire in the coming years. We also will expand our job search postings specifically seeking employees from areas of disproportionate impact through other avenues that we see fit, such as industry related job fairs, hiring companies and websites. The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

### **DONATIONS-**

**Goals-** Provide financial support to groups and/or organizations that offer support, education or job training to residents of commission approved areas of disproportionate impact in select census tracts in Worcester, Boston and Amherst. We will increase the amounts of the donations as profits increase and will continue to look for ways our donations can positively impact disproportionate impact areas.

Year 1-3 goal:

Donate at least 1% of profits to at least Two (2) organizations including the Social Equity Training and Assistance Fund

Year 3 and beyond goal:

Donate at least 1.5% of profits to at least (2) organizations, including the Social Equity Training and Assistance Fund

**Programs-** Donations to be made during our first year of business to the organizations below:

1. Social Equity Training and Assistance Fund
2. United Way of Central Massachusetts, YouthConnect Program: Census Tract 7317
  - a. The Boys & Girls Club of Worcester, as well as several other youth development agencies, are members of the United Way's YouthConnect program. Most (if not all) of the YouthConnect agencies are located in an area that was negatively impacted by the war on drugs

**Measurements-** At the end of each year HÄVN Extracts will conduct an analysis and create a report on the following metrics:

1. Amounts of donations and other financial support that we have given to the programs outlined above.
2. Percentages of net profit that was donated shown using current financial data
3. Census Tracts and Locations of the organizations we donate to.

Excluding the Social Equity Training and Assistance Fund, we will also evaluate on a yearly basis which programs we will make donations to in Massachusetts based on our values as a company and which areas we feel we can be the most beneficial.

The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

## **THE USE OF SUPPLIERS, CONTRACTORS AND BUSINESS PARTNERS**

**Goals-** To the extent possible, engage with suppliers, contractors and business partners who are past or present residents of commission approved Areas of Disproportionate Impact in select census tracts in Worcester, Springfield, Lowell and Boston and the communities of Chelsea, Amherst and Holyoke. Furthermore, we will prioritize industry relationships with Marijuana Establishments that are Economic Empowerment priority applicants, Social Equity Program participants or have attained Social Justice Leader rating from the Commission. Our goal is for:

- ~20% of our contractors to meet the above criteria.
- ~20% of our non-marijuana suppliers to meet the above criteria.
- ~20% of our marijuana business partners to meet the above criteria in year 1.
- ~25% of our marijuana business partners to meet the above criteria after year 2.

**Programs-** HÅVN Extracts will proactively seek contractors and suppliers who meet the above criteria. When seeking bids for services we will provide this plan to prospective bidders and identify the priority criteria.

When engaging with other Licensed Marijuana Establishments we will ask for documentation as to their Economic Empowerment priority applicant status, Social Equity Program status and Social Justice Leader rating status. Priority will be given to these companies in sourcing products and services needed by HÅVN Extracts, LLC.

**Measurement-** At the end of each year HÅVN Extracts will conduct an analysis and create a report on the following metrics:

1. Demographics of our contractors, suppliers and business partners.
2. Total number of contractors, suppliers and business partners.
3. Total number and percentage of contractors, suppliers and business partners that are past or present residents of areas of disproportionate impact, Economic Empowerment priority applicants, Social Equity Program participants or have attained Social Justice Leader rating from the Commission.
4. Census Tracts and Locations of our contractors suppliers and business partners.

This analysis will include whether we have met the goals outlined in this plan. If these goals are not met, the programs will be evaluated, and a determination will be made if changes that need to be made.

The progress and success of this program will be documented and given to the CCC one year from provisional licensure during license renewal and each year thereafter.

## **ADDITIONAL STATEMENTS**

- A. HAVN Extracts, LLC will adhere to the requirements set forth in 935 CMR500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

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