

- Price list for Marijuana and Marijuana Products, and alternate price lists for patients with documented Verified Financial Hardship as defined in 501.002: *Definitions*, as required by 935 CMR 501.100(1)(f);
- Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
- Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- A staffing plan and staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, smoke, and drug-free workplace policies;
- A plan describing how confidential information will be maintained;
- Policy for the immediate dismissal of any dispensary agent who has:
 - Diverted marijuana, which will be reported to Law Enforcement Authorities and to the Commission;
 - Engaged in unsafe practices with regard to Bud's Goods operations, which will be reported to the Commission; or
 - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board of directors, members, and executives of Bud's Goods, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on Bud's Goods' website.
- Policies and procedures for the handling of cash on Bud's Goods premises including but not limited to storage, collection frequency and transport to financial institution(s), to be available upon inspection.
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that will include:
 - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.
- Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- License Renewal Records
 - Bud's Goods shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which

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

Record-Retention

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

MAINTAINING OF FINANCIAL RECORDS

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

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

- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
- Fees paid under 935 CMR 500.005 or any other section of the Commission’s regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission’s regulations.
- License Renewal Records
 - Bud’s Goods shall keep and submit as a component of the renewal application documentation that the establishment requested from its Host Community the records of any cost to a city or town reasonably related to the operation of the establishment, which would include the city’s or town’s anticipated and actual expenses resulting from the operation of the establishment in its community. The applicant shall provide a copy of the electronic or written request, which should include the date of the request, and either the substantive response(s) received or an attestation that no response was received from the city or town. The request should state that, in accordance with M.G.L. c. 94G, § 3(d), any cost to a city or town imposed by the operation of a Marijuana Establishment or MTC shall be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

QUALIFICATIONS AND TRAINING

Bud’s Goods & Provisions Corp. (“Bud’s Goods”) will ensure that all employees hired to work at a Bud’s Goods facility will be qualified to work as a marijuana establishment agent and properly trained to serve in their respective roles in a compliant manner.

Qualifications

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

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

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of Bud’s Goods’ agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. A Bud’s Goods Agent will receive a total of eight (8) hours of training annually. A minimum of four (4) hours of training will be from Responsible Vendor Training Program (“RVT”) courses established under 935 CMR 500.105(2)(b). Any additional RVT over four (4) hours may count towards the required eight (8) hours of training. Non-RVT may be conducted in-house by Bud’s Goods or by a third-party vendor engaged by the Bud’s Goods. Basic on-the-job training in the ordinary course of business may also be counted towards the required eight (8) hour training. All Bud’s Goods Agents that are

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

Basic Core Curriculum

Bud's Goods Agents must first take the Basic Core Curriculum within 90 days of hire, which includes the following subject matter:

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

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

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

METHOD USED TO PRODUCE PRODUCTS

Overview

Bud's Goods & Provisions Corp. ("Bud's Goods") will produce concentrates for bulk sale and the creation of marijuana products using supercritical CO₂ and then refined to extremely high purity and cleanliness using a fractional distillation process. The refinement process will reduce levels of microbials (mold, yeast, gram negative bacteria, etc.) and heavy metals down to an undetectable scale. This will ensure Bud's Goods can provide consumers with clean and safe products.

Bud's Goods is committed to producing marijuana products in a safe and sanitary manner. Bud's Goods will process leaves and flowers of the female marijuana plant only, which will be well cured and free of seeds, stems, dirt, sand, debris, and other foreign matter and will not be contaminated by mold, rot, other fungus, and/or bacterial diseases. Marijuana products will be prepared and handled on food-grade stainless steel tables with no contact to agents' bare hands and will be packaged in a secure area.

The Bud's Goods facility will utilize standards based on municipal health codes, as well as FDA codes, to ensure optimal safety of all food products produced and is designed with ample cold storage and sanitization equipment to ensure food safety. All edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: State sanitary code chapter X: Minimum sanitation standards for food establishments, 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 Requirements* as applicable.

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

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

The Bud's Goods facility has ample space for placement of equipment and storage of materials necessary for maintaining sanitary operations. Litter and waste will be properly removed and disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

All surfaces and equipment within the Bud's Goods facility will be cleaned frequently in order to ensure that they are kept in a clean and sanitary condition. Surfaces and equipment will be sanitized with a sanitizing agent registered by the EPA and used in accordance with the labeled instructions. Any and all toxic materials will be properly identified and stored in a manner that protects against contamination of marijuana products. Proper safety and cleanliness procedures will be visibly posted or easily accessible in the Bud's Goods facility. Bud's Goods' water supply is sufficient for necessary operations. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana.

Notwithstanding a stricter municipal or state regulation, Bud's Goods will identify the method of extraction (i.e. CO₂) on a physical posting at all entrances of its facility. The posting will be a minimum of 12" x 12" and identify the method of extraction in lettering no smaller than one inch in height. Bud's Goods will post a copy of a permit to keep, store, handle or otherwise use flammable and combustible at each place of operation within the facility. Bud's Goods, when selling or otherwise transferring marijuana to another marijuana establishment, will provide documentation of its compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect marijuana products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation.

In addition to the written operating policies required under 935 CMR 500.105(1), Bud's Goods will maintain written policies and procedures for the production or distribution of marijuana products, as applicable in accordance with 935 CMR 500.130.

Product Manufacturer Processes

The Bud's Goods facility utilizes state of the art extraction technology by way of a supercritical fluid (SCCO₂) botanical extractor. Further refinement of this raw CO₂ concentrate will be accomplished using a fractional distillation still for removal of any trace amounts of microbial and heavy metals contamination. This highly purified concentrate will be used in precision-dosed marijuana products, as well as sold in bulk and in vaporizer cartridges.

- Drying: Any material to be processed through the supercritical fluid CO₂ extractor will be dried as much as possible. Trim is to be dried on perforated sheet pans lined with parchment and placed on speed racks. Trim material will be laid on sheet pans in a thin layer in order to dry properly and quickly. A fan will circulate air around the trim in order to expedite drying, as well as prohibit biological contamination. Trim and whole plant material may also be dried in the ovens at a low temperature so as to prevent decarboxylation.
 - Safety: If trim or plant material is handled in the Bud's Goods facility, the agent must wear a dust-mask as well as gloves and a lab coat.
 - Cleaning: The inside of grinders and food processors will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material and then cleaning and sterilizing in the high temperature washer/sanitizer.
- Grinding: Sufficiently dried material will be ground to the consistency of fine coffee grinds, using a (designated) large food processor or botanical chopper. Once the material is ground to proper specification, it will be stored in large 6-inch, stainless steel pans with stainless steel lids with appropriate labeling regarding batch information.
 - Safety: If trim or plant material is handled in the Bud's Goods facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
 - Cleaning: The inside of grinder or food processor, along with its blade, will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, prior to cleaning and sterilizing in the high temperature washer/sanitizer. The grinder/food processor body will be wiped down with lab wipes after each batch. The steel pans will be cleaned and sterilized after each batch is processed. This is accomplished using lab wipes to wipe out any remaining resinous material, and then cleaning and sterilizing in a high temperature washer/sanitizer.
- Packing Supercritical CO₂ Extractor: The retaining bolts will be taken off the extraction vessel, the lid lifted up, and the provided funnel put in its place. The agent will fit 12-15lbs into the 20L vessel. The material to be processed will be packed lightly into the vessel using the provided plunger. Once full, the lid will be closed, and the extractor vessel bolts replaced using the provided torque wrench.

- Safety: The agent will make sure vessel pressures are all 0psi. Using the User Interface, the agent will select “Open Extractor Vessel” from the maintenance screen, prior to removing the extractor vessel bolts. Packing of the column will be done in small increments and never too hard. Any time trim or plant material is handled in the Bud’s Goods facility, the agent must wear a dust-mask, as well as gloves and a lab coat.
 - Cleaning: The agent will vacuum all of the processed material out of the extraction vessel using a (dedicated) shop vac. The outside of the SCCO2 extractor will be cleaned using sanitizing wipes. Running the machine empty overnight will suitably clean and sterilize the inside of the machine.
- Running SCCO2 Extractor:
 - Safety: The machine has a number of built-in safety features in the event of over-pressure runs or solvent leakage. In the event that the machine is unable to recover CO2, slowly vent the CO2 from valve 10 at the bottom of separator #2 and evacuate the Bud’s Goods facility until CO2 is completely vented. The provided ventilation in the Bud’s Goods facility will remove all CO2 and replace it with fresh air from outside the building.
 - Cleaning: All solvent lines will be cleaned out with acetone. Such cleaning will be performed under the closed lab fume hood so as not to release solvent vapors into the room. Once a week, the machine will be run empty, thoroughly cleaning the machine.
- Spin on Hotplate/Freeze:
 - Safety: The hotplate will continue to stay hot for some time even after it is turned off. The readout will read “HOT” until the plate is sufficiently cooled. Do not touch the hotplate when it is running or when the readout reads “HOT.”
 - Cleaning: The hotplate should be wiped down with a lab wipe after every use. If heavier cleaning is needed, wipe the plate down with denatured alcohol.
- Soak in Hot Ethanol:
 - Safety: Ethanol must be heated under the hood. When removing ethanol from the hood, a solvent respirator must be worn by the lab agent to prevent hot fumes from being inhaled. Caution must be taken when pouring, as the liquid is hot.
 - Cleaning: Cleaned with acetone and sanitized in the sanitizing dishwasher.
- Filtering:
 - Safety: The cold trap must remain full of dry ice at all times to prevent contamination of ethanol into the vacuum pump.
 - Cleaning: Replace used filters with new filters for each batch. Pass hot ethanol through the funnel to clean the filter. Sanitize in the sanitizing dishwasher.
- Removal of Ethanol in Rotary Evaporator:
 - Safety: The agent should use caution not to fill the boiling flask of the rotary evaporator more than halfway. The cold trap must remain full of dry ice at all times to prevent contamination of ethanol in the vacuum pump.
 - Cleaning: The boiling flask, receiving flask and vapor tube will be cleaned with acetone under the fume hood and sanitized in the sanitizing dishwasher.
- Decarboxylating: Decarboxylation or “decarbining” is the act of removing water from concentrate to aid in efficient distillation. To do this, the agent places a stainless-steel bain-marie or pot full of concentrate directly on to an induction burner. The concentrate should be heated quickly to a temperature of 180c then immediately removed from heat. At this point, the concentrate is fully decarboxylated.
 - Safety: The induction burner must be set up under the fume hood and the task performed with the hood closed.
 - Cleaning: Clean the bain-marie with acetone under the fume hood and sanitize in the sanitizing dishwasher. Wipe the induction burner down with a lab wipe.

- Fractional Distillation: The cold trap on the left will always be full of acetone/dry ice to prevent terpenes from contaminating the pump oil. The feeder will be filled with no more than 500ml of dewaxed/decarbed oil in order to reduce the risk of clogs.
 - Safety: Never run the still dry—there must be material flowing from the feeder before turning the motor on.
 - Cleaning: The still can be cleaned without being disassembled by running warm ethanol through under ambient pressure.

Definitions of Key Equipment

- Supercritical CO2 Extractor: A device used to extract cannabis oil from the plant matter. CO2 is used by Bud’s Goods, as it is the safest, most environmentally friendly solvent available to the industry. CO2 is warmed, pressurized, and pumped through a column of cultivated material. The CO2 “fluid” soaks into the plant matter to extract and concentrate only the cannabinoids, terpenes and other medicinally beneficial components. The CO2 is then recycled back into storage tanks for later use. As this is a “closed loop” system, no CO2 is vented from the machine, at any time.
- Fractional Distillation Still: The fractional distillation still is used to further purify the CO2 concentrate. During this process, the material is heated under reduced pressure and re-condensed and collected. The distilled concentrate is increased in purity and potency, resulting in a pharmaceutical-quality product suitable for human consumption.
- Rotary Evaporator: A rotary evaporator is used for cold recovery of ethanol in the purification process.
- Blast Chiller: A blast chiller is used to cryogenically freeze concentrate to keep it sterile, and to precipitate plant waxes and lipids for separation prior to distillation.
- Fume Hood: The fume hood is used as a safety measure when using solvent to clean lab glassware and utensils. All cleaning and soaking of glass and utensils will be done under the closed hood to prevent solvent fumes from being inhaled by agents.
- Vacuum Purge Oven: Used to desiccate material used prior to purification. Water removal is an important step in the purification process.

Standard Equipment

Standard equipment used in the Bud’s Goods facility may include the following:

- Supercritical CO2 Extractor
- Fractional Distillation Still
- Rotary Evaporator
- Blast Chiller
- 3-bay Sink
- Closed Lab Hood
- Sanitizing Dishwasher
- Vacuum Purge Oven
- Hand Washing Station
- Eye Washing Station
- 4 Burner Gas Range
- Double-Decker Convection Oven
- Reach in Freezer
- Reach in Refrigerator

Policies and Procedures Regarding Cleaning and Sanitization

Cleaning and sanitization are both important factors in producing sterile concentrates and food-safe marijuana products for distribution to customers in Massachusetts.

- Cleaning:

- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Bud’s Goods facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.
- All contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
- Equipment and utensils utilized in the Bud’s Goods facility be so designed and of such material and workmanship as to be adequately cleanable.
- **Sanitization:**
 - Post cleaning sanitization is performed on all work surfaces, laboratory glassware, and kitchen cookware. The chlorine-based solution will be prepared each morning, using the following recipe:

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

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.

Safety

All agents will complete mandatory safety training sessions. Bud’s Goods agents and Bud’s Goods management will have the following responsibilities when it comes to health and safety:

- **Bud’s Goods Management:**
 - Ensure the health and safety of all agents.

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

Bud's Goods Lab and Production Agent Health and Safety Program

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

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

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

Packaging and Labeling

Packaging of Marijuana and Marijuana Products

Bud's Goods will ensure that all marijuana products that are provided for sale to consumers will be sold in tamper or child-resistant packaging. To be in compliance with 935 CMR 500.105(6), Bud's Goods will ensure:

1. That to the extent it is not unreasonably impracticable for the specific type of product, marijuana products are packaged in containers that are:
 - a. Opaque and plain in design;
 - b. Resealable for any marijuana product intended for more than a single use or containing multiple servings; and
 - c. Certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700; or
2. That where compliance with the requirements of tamper or child-resistant packaging is deemed by Bud's Goods to be unreasonably impracticable, marijuana products will be placed in an exit package that is:
 - a. Capable of being resealed and made tamper and child-resistant again after it has been opened;
 - b. Not able to be opened easily with scissors if appealing to children;
 - c. Includes the following statement, including capitalization, in at least ten-point Times New Roman, Helvetica or Arial font: KEEP OUT OF REACH OF CHILDREN; and
 - d. Is certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700.

Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors. Packaging is explicitly prohibited from:

1. Using bright colors that are "neon" in appearance;
2. Imitating or having a semblance to any existing branded consumer products, including foods and beverages, that do not contain marijuana;
3. Featuring cartoons;
4. Featuring a design, brand or name that resembles a non-cannabis consumer product of the type that is typically marketed to minors;
5. Featuring symbols or celebrities that are commonly used to market products to minors;
6. Featuring images of minors; and
7. Featuring words that refer to products that are commonly associated with minors or marketed to minors.

Packaging of Multiple Servings

Packaging for marijuana products sold or displayed for consumers in multiple servings will include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." Packaging for marijuana products in solid form sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings. Edible marijuana products in a solid form will be easily and permanently scored to identify individual servings. Notwithstanding 935 CMR 500.105(6)(c)(2)(a), where a product is unable, because of its form, to be easily and permanently scored to identify individual servings, the product will be packaged in a single serving size. The determination of whether a product is able to be easily and permanently scored will be decided by the Commission consistent with sub-regulatory guidelines established by the Commission and provided to licensees. Packaging for marijuana product beverages will be packages solely in a single serving size. Multiple serving beverages are strictly prohibited for sale. Each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped or otherwise imprinted with the symbol issued by the Commission

under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. Serving size will be determined by Bud's Goods but in no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol. Any marijuana product that is made to resemble a typical food or beverage product must be packaged and labelled as required by 935 CMR 500.105(5) and 500.105(6).

Prior to a marijuana product being sold at a marijuana establishment, Bud's Goods will submit an application, in a form and manner determined by the Commission, for packaging and label approval to the Commission.

Labeling of Edible Marijuana Products

Prior to edible marijuana products being sold or transferred, Bud's Goods will place a legible, firmly affixed label on which the wording is no less than one-sixteenth (1/16) inch in size on each edible marijuana product that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Bud's Goods' name and registration number, together with Bud's Goods' business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Refrigeration of the product is required, as applicable;
4. Net weight or volume in US customary and metric units;
5. The quantity of usable marijuana contained within the product as measured in ounces;
6. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
7. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine-tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
8. The serving size of the marijuana product in milligrams if the package is a multiple serving package;
9. The number of serving sizes within the marijuana product based on the limits provided in 935 CMR 500.150;
10. The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;
11. The date of creation and the recommended "use by" or expiration date which will not be altered or changed;
12. A batch number, sequential serial number and barcodes when used, to identify the batch associated with manufacturing and processing;
13. Directions for use of the marijuana product;
14. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
15. A warning if nuts or other known allergens are contained in the product;
16. This statement, including capitalization: "The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN";
17. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



18. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Labeling of Marijuana Concentrates and Extracts

Prior to marijuana concentrates or extracts being sold or transferred, Bud's Goods will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each marijuana concentrate container that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Bud's Goods' name and registration number, together with Bud's Goods' business telephone number, e-mail address, and website information, if any;
2. The name of the marijuana product;
3. Product identity including the word "concentrate" or "extract" as applicable;
4. Net weight of volume expressed in US customary units and metric units;
5. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
6. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume, and the amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive, including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume, and in a form and matter determined by the Commission;
7. A statement of the serving size and number of servings per container or amount suggested for use based on the limits provided in 935 CMR 500.150;
8. The date of creation and the recommended "use by" or expiration date;
9. A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing;
10. Directions for use of the marijuana product;
11. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
12. A warning if nuts or other known allergens are contained in the product;
13. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
14. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



CONTAINS THC

15. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



Labeling of Marijuana Infused Tinctures and Topicals

Prior to marijuana infused tinctures or topicals being sold or transferred, Bud's Goods will place a legible, firmly affixed label on which the wording is no less than 1/16 inch in size on each container of marijuana infused tincture or topical that it prepares for retail sale or wholesale, containing at a minimum the following information:

1. Bud's Goods' name and registration number, together with Bud's Goods' business telephone number, e-mail address, and website information, if any;
2. The marijuana product's identity;
3. The type of marijuana used to produce the product, including what, if any, processing technique or solvents were used;
4. A list of ingredients, including the full cannabinoid profile of the marijuana contained within the marijuana product, including the amount of delta-nine tetrahydrocannabinol and other cannabinoids in the package and in each serving of a marijuana product as expressed in absolute terms and as a percentage of volume;
5. Net weight or volume as expressed in US customary units or metric units;
6. The date of product creation;
7. A batch number, sequential serial number, and barcode when used, to identify the batch associated with manufacturing and processing;
8. Directions for use of the marijuana product;
9. A statement and a seal that the product has been tested for contaminants, that there were no adverse findings, and the date of testing in accordance with M.G.L. c. 94G, § 15;
10. A warning if nuts or other known allergens are contained in the product;
11. This statement, including capitalization: "This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.";
12. The following symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product:



CONTAINS THC

13. The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children:



In circumstances where the labeling of the marijuana product is unreasonable or impractical, Bud's Goods may include the labeling information on a peelback label or may place the product in a sealed bag with an insert or additional, easily readable label firmly affixed to that bag.

Additional Labeling and Packaging Requirements for Edible Marijuana Products

In addition to the requirements set forth in M.G.L. c. 94G, § 4(a½)(xxvi) and 935 CMR 500.105(5) and (6), Bud's Goods will ensure that the following information or statement is affixed to every container holding an edible marijuana product:

1. If the retail edible marijuana product is perishable, a statement that the edible marijuana product must be refrigerated;
2. The date on which the edible marijuana product was produced;
3. A nutritional fact panel that must be based on the number of THC servings within the container;
4. Information regarding the size of each serving for the product by milligrams, the total number of servings of marijuana in the product, and the total amount of active THC in the product by milligrams (mgs). For example: "The serving size of active THC in this product is X mg(s), this product contains X servings of marijuana, and the total amount of active THC in this product is X mg(s)."
5. A warning that the impairment effects of edible marijuana may be delayed by two hours or more.

Once a label with a use-by date has been affixed to a container holding an edible marijuana product, Bud's Goods will not alter that date or affix a new label with a later use-by date. Bud's Goods will ensure that each single serving of an edible marijuana product is physically demarcated in a way that enables a reasonable person to intuitively determine how much of the product constitutes a single serving of active THC. Each serving of an edible marijuana product within a multi-serving package of edible marijuana products must be easily separable in order to allow an average person 21 years of age or older to physically separate, with minimal effort, individual servings of the product. Each single serving of an edible marijuana product contained in a packaged unit of multiple edible marijuana product will be marked, stamped, or otherwise imprinted with a symbol or easily recognizable mark issued by the Commission that indicates the package contains marijuana product.

Energy Standards

Bud's Goods 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.

Testing

1. No marijuana product, including marijuana, will 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. Testing of Bud's Goods' marijuana products will be performed by an Independent Testing

Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November 2016, published by the DPH. Testing of environmental media (e.g., soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the DPH.

2. Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant-growth regulators, the presence of Pesticides and any additional testing required by the Commission.
3. Bud's Goods will have a written policy for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the protocols identified in 935 CMR 500.160(1). Any such policy will include notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. In addition Bud's Goods' policy will include notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission. The notification will be from both Bud's Goods and the Independent Testing Laboratory, separately and directly. The notification from Bud's Goods will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. Bud's Goods will maintain the results of all testing for no less than one year. Testing results will be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.
5. The sale of seeds is not subject to these testing provisions.
6. Clones are subject to these testing provisions but are exempt from testing for metals.
7. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13).
8. All storage of marijuana at a laboratory providing marijuana testing services will comply with 935 CMR 500.105(11);
9. All excess marijuana must be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Bud's Goods for disposal or by the Independent Testing Laboratory disposing of it directly; and
10. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
11. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
12. Marijuana and Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Recalls

Bud's Goods' policies and procedures for handling voluntary and mandatory recalls of marijuana products will be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Bud's Goods to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Product recalls may be initiated by the Commission or by Bud's Goods. In the event of a product recall, the following will transpire to ensure that all impacted consumers are promptly notified and such recalled product is destroyed:

- Knowing the product in question, determine the beginning and end dates in which product needs to be recalled (i.e. establish the recall period);
- Bud's Goods will then publicly post the nature of the recall on its website and at its facilities; and
- The recall will clearly explain the situation and instructions on returning the recalled product.

Consumers will return the recalled product to Bud's Goods and will be given the option of a refund or credit to be used during that visit. Destruction of the recalled product will occur pursuant to waste disposal requirements.

Destruction

Bud's Goods will have policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana product is segregated from other product and destroyed. Such procedures will provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, will be in compliance with 935 CMR 500.105(12).

All outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products will be stored prior to destruction in accordance with the following standards:

- a. Bud's Goods, for the purposes of storage, will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110;
- b. Bud's Goods will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed;
- c. Bud's Goods storage areas will be maintained in a clean and orderly condition;
- d. Bud's Goods storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- e. Bud's Goods storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All waste, including waste composed of or containing finished marijuana and MIPs, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations. All exterior waste receptacles located on the Marijuana Establishment's Premises shall be locked and secured as to prevent unauthorized access.

- a. All recyclables and waste, including organic waste composed of or containing finished marijuana and marijuana products, will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.
- b. Liquid waste containing marijuana or by-products of marijuana processing will be disposed of in compliance with all applicable state and federal requirements, including but not limited to, for discharge of pollutants into surface water or groundwater (Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: *Surface Water Discharge Permit Program*; 314 CMR 5.00: *Groundwater Discharge Program*; 314 CMR 12.00: *Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers*; the Federal Clean Water Act, 33 U.S.C. 1251 *et seq.*, the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: *Sewer System Extension and Connection Permit Program*), or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: *Industrial Wastewater Holding Tanks and Containers*.
- c. Organic material, recyclable material and solid waste generated at Bud's Goods will be redirected or disposed of as follows:
 - i. Organic material and recyclable material will be redirected from disposal in accordance with the waste disposal bans described at 310 CMR 19.017: *Waste Bans*.
 - ii. To the greatest extent feasible:

- I. Any recyclable material as defined in 310 CMR 16.02: *Definitions* will be recycled in a manner approved by the Commission; and
- II. Any Marijuana containing organic material as defined in 310 CMR 16.02: *Definitions* will be ground and mixed with other organic material as defined in 310 CMR 16.02: *Definitions* such that the resulting mixture renders the marijuana unusable for its original purpose. Once such marijuana waste has been rendered unusable, the mixture may be composted or digested at an aerobic or anaerobic digester at an operation that is in compliance with the requirements of 310 CMR 16.00: *Site Assignment Regulations for Solid Waste Facilities*.
- iii. Solid waste containing cannabis waste generated at Bud's Goods may be ground up and mixed with other solid waste at the Marijuana Establishment such that the resulting mixture renders the cannabis unusable for its original purpose. Once such marijuana has been rendered unusable, the resulting solid waste may be brought to a solid waste transfer facility or a solid waste disposal facility (e.g., landfill or incinerator) that holds a valid permit issued by the Department of Environmental Protection or by the appropriate state agency in the jurisdiction in which the facility is located.
- d. No fewer than two Bud's Goods agents must witness and document how the solid waste or organic material containing marijuana is handled on-site, including, but not limited to, the grinding up, mixing, storage and removal from Bud's Goods in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, Bud's Goods will create and maintain a written or electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Bud's Goods agents present during the disposal or other handling, with their signatures. Bud's Goods will keep these records for at least three years. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

PRODUCT MANUFACTURING SAFETY PLAN

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

Agent Hygiene Practices

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

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

Food Material Practices

Food material used in the preparation of marijuana products will be acquired from an approved source. Any and all materials used in the production of marijuana products that can support the rapid growth of undesirable microorganisms will be stored in a manner that prevents the growth of such microorganisms,

such as proper refrigeration or other appropriate storage. All thermometers used in the storage and preparation of marijuana products will be tested regularly to ensure accuracy. All food products will be properly stored in their original containers and will be properly labeled. Only approved food additives will be used. Marijuana products and food products used in the production of marijuana products will be maintained in good condition and will be unadulterated.

Food Contact Surface Sanitation Practices

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

- Sanitizing solution should be used in the kitchen and other areas to sanitize food contact surfaces and utensils prior to use.
- All surfaces that come into contact with food will be washed, rinsed, and sanitized after each use, when an agent begins working with another type of food, anytime an agent is interrupted during a task and the tools or items they have been working with may have become contaminated, or at four-hour intervals if the areas or items are in constant use.
- Sanitizing solution will be stored in buckets or other containers such as a spray bottle and used with wiping cloths to sanitize prep tables, prep sinks, dining room tables, bar area, and working utensils; in the third compartment of a 3-compartment sink to sanitize all dishes that are washed; and use the final rinse in the dish machine to sanitize all dishes that are washed.
 - The chlorine-based solution will be prepared each morning, using the following recipe:

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

- The sanitizing solution will be measured, tested, and placed into red sanitization bins and used to wipe down surfaces that will then air-dry.
- The third bay in the bay sinks will be filled with the solution, in order to soak utensils, cookware and labware, for a minimum of one (1) minute, and will air-dry.

- Agents will ensure that all wiping cloths are soaked with sanitizer when cleaning food contact surfaces (like cutting boards, prep tables, slicers, etc.) and stored in sanitizer when not in use.
- Sanitizer buckets will be set up at all times in areas where food is being handled. Agents will check sanitizer solutions frequently to ensure that they are at the correct concentration, using the proper test strips for the type of sanitizing chemical that they are using.
- Sanitizer solutions will be changed as needed to properly sanitize food contact surfaces.
- Cleaning of all equipment, work surfaces, laboratory glassware and kitchen cookware can be challenging given the non-aqueous nature of cannabis concentrate. Often, strong solvents such as acetone must be used to chemically dissolve hard-to-clean cannabis concentrate. When acetone is used to clean surfaces, a solvent respirator must be worn to prevent inhalation of fumes. When acetone is used to clean lab glass and utensils, soaking must be done under the fume hood located in the Bud's Goods facility, at all times. Used solvent will be disposed of in the provided solvent-waste bin, which is only to be removed by a chemical waste disposal professional.
- Equipment and utensils utilized in the Bud's Goods facility be so designed and of such material and workmanship as to be adequately cleanable.

Training

All agents will complete mandatory safety training sessions. Bud's Goods agents and Bud's Goods management will have the following responsibilities when it comes to health and safety:

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

Cleanliness & Sanitation Training:

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

training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

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

Bud's Goods Lab and Production Agent Health and Safety Program

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

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

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

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

Exhibit C: Employee Security

Bud's Goods will securely maintain personnel records, including registration status and background check records. Bud's Goods will keep, at a minimum, the following personnel records:

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

Agent Personnel Records

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

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

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

Agent Background Checks

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

- a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
- b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions will not be considered as a factor for determining suitability.
- c. Where applicable, all look-back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look-back period will commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, Bud's Goods will:
 - a. Comply with all guidance provided by the Commission and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
 - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, Bud's Goods will consider the following factors:
 - i. Time since the offense or incident;
 - ii. Age of the subject at the time of the offense or incident;
 - iii. Nature and specific circumstances of the offense or incident;
 - iv. Sentence imposed and length, if any, of incarceration, if criminal;
 - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
 - vi. Relationship of offense or incident to nature of work to be performed;
 - vii. Number of offenses or incidents;
 - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
 - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
 - x. Any other relevant information, including information submitted by the subject.
 - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.

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

Personnel Policies and Training

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

Bud's Goods will have a policy for the immediate dismissal of any dispensary agent who has:

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

Exhibit D: Storage

Bud's Goods will ensure that all marijuana and marijuana products are stored in compliance with 935 CMR 500.105(11). Specifically, Bud's Goods will ensure the following:

- The facility will have adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments* and 500.110: *Security Requirements for Marijuana Establishments*;
- The facility will have separate areas for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, until such products are destroyed,
- All storage areas will be maintained in a clean and orderly condition;
- All storage areas will be free from infestation by insects, rodents, birds, and pests of any kind; and
- All storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110 *Security Requirements for Marijuana Establishments*.

Per the requirements of 935 CMR 500.110, all finished marijuana products will be stored in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss.

Furthermore, all safes, vaults, and any other equipment or areas used for the storage of marijuana or marijuana products, including prior to disposal, will be securely locked and protected from entry, except for the actual time required to remove or replace marijuana.

The storage of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers, per the requirements of 935 CMR 500.105(3)(b)(15).

In accordance with 935 CMR 500.105(3)(c), Bud's Goods will comply with sanitary requirements. All edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

Exhibit E: Emergency Protocol

Bud's Goods promotes workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Policies and procedures include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan. In accordance with 935 CMR 500.105(3)(c), Bud's Goods will ensure that all edible products will be prepared, handled and stored in compliance with the sanitation requirements in 105 CMR 590.000: *State sanitary code chapter X: Minimum Sanitation Standards for Food Establishments*.

Agent Health and Safety Program

Eight basic components have been identified to help prevent accidents and injuries from occurring within the Facility, as well as to help deal effectively with any incidents that do occur. These components are:

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

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

Health and Safety Responsibilities

All agents will complete mandatory safety training sessions. Bud's Goods agents and Bud's Goods management will have specific responsibilities to ensure health and safety at the Bud's Goods facility:

Health and Safety Responsibilities for Bud's Goods Management:

- Ensure the health and safety of all agents;
- Correct any workplace conditions that are hazardous to the health and safety of agents;
- Inform Cultivation Technicians about any remaining hazards;

- Make copies of the *Workers Compensation Act* and OSHA Regulations available by posting throughout the Facility;
- Ensure agents know their rights and responsibilities under OSHA Regulations and the Act and that Agents comply with them;
- Provide and maintain protective devices, equipment, and clothing, and ensure that agents use them;
- Provide agents with education, supervision, and training specific to the Facility and equipment used to cultivate, process and manufacture marijuana and marijuana products; and
- Perform ongoing reviews of policies and procedures and update as needed.

Health and Safety Responsibilities for Bud's Goods Agents:

- Take care to protect individual health and safety and the health and safety of others who may be affected by individual's actions;
- Comply with all regulations and other legal requirements;
- Follow established safe work procedures;
- Use the required personal protective equipment;
- Refrain from horseplay or similar conduct that may endanger others;
- Ensure individual ability to work safely is not impaired by drugs or alcohol;
- Report accidents and other incidents (including near misses) to management; and
- Report the following to their supervisor:
 - A hazard that might endanger Bud's Goods agents;
 - A problem with personal protective equipment or clothing; and
 - Any suggestions to improve workplace safety.

Cleanliness & Sanitation Training

Bud's Goods will combine its existing successful agent training program, supplemented with Commission rules and cannabis specific training to provide exhaustive training curricula to all agents. Bud's Goods' training will include USDA Good Handling Practices and Quality Systems, FDA Current Good Manufacturing Practices, and sickness or illness policies. Agents who handle cannabis will receive hygiene training with specific attention to preventing microbial contamination. All employees will receive, at a minimum, the following quality assurance and contamination prevention training:

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

- Quality assurance procedures and consequences of failing to follow the company's established processes.

Agent Hygiene Practices

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

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

Biological, Chemical and Physical Hazards

Bud's Goods will conduct a comprehensive hazard assessment to identify any physical and health hazards within the facility or on premises. The hazard assessment will evaluate all work areas or work situations, finding all potential hazards an employee may encounter while performing the job. The entire layout of the facility will be inspected and a summary recorded identifying any issues. The assessment will follow U.S. Department of Labor's OSHA Job Hazard Analysis guidelines (OSHA 3071). The Chief Operating Officer, in coordination with managers and the safety committee, will conduct the hazard assessment. The assessment will include, at minimum, identification of the following hazard sources:

- High temperatures that could result in injury, including burns, eye injury, ignition of equipment, or heat stress.
- Cold temperatures that could result in injury, including frostbite, lack of coordination, or cold stress.
- Harmful dust or particulates.
- Light radiation.
- Sources of falling objects, potential for dropping objects, rolling objects that could crush or pinch the feet.
- Sharp objects that may pierce the feet or cut the hands.
- Electrical hazards.
- Chemical exposure, including airborne or skin contact that would have the potential for splash on the skin or eyes, or the potential to breathe vapors or mists.
- Layout of the workplace and the location of employees to avoid collision with other employees or objects.
- Equipment that is malfunctioning, in poor condition, or in need of maintenance.
- Any other identified potential hazard.

The safety committee chair or a manager will complete and sign the PPE Hazard Assessment Certification. This certification will be kept with the Job Hazard Analysis log.

Any hazards identified as not properly controlled will be documented in the Job Hazard Analysis Log. The hazard will be abated immediately or as soon as possible by the appropriate personnel. Once abatement is complete, it will be documented in the Job Hazard Analysis Log.

Hazard Communication Plan

Bud's Goods' Hazard Communication policies and procedures shall ensure Bud's Goods is compliant with applicable Occupational Safety and Health Administration (OSHA) requirements and all applicable state and local laws, regulations, ordinances, and other requirements. All levels of supervision shall be held accountable for the safety of those employees under their direction. Copies of the Bud's Goods' Hazard Communication policies and procedures shall be given to all employees and be available for all to review, upon request.

Bud's Goods' Hazard Communication policies and procedures shall, at a minimum, address the following:

- Informing employees of hazardous chemicals used at Bud's Goods.
- Use of labels and other forms of warning.
- Use of Material Safety Data Sheets (MSDS).
- Procedure with respect to hazardous non-routine tasks.
- Maintaining a list of known hazardous chemicals used by employees and independent contractors.
- Communication of hazards.
- Training of employees and independent contractors.

Bud's Goods Facility Manager and the Chief Executive Officer shall maintain, review, and update the Hazard Communication policies and procedures and be responsible for:

- Implementation of the Bud's Goods' Hazard Communication policies and procedures.
- Ensure that OSHA records are maintained at all times.
- Train all Bud's Goods employees and visiting independent contractors.
- Provide documentation of all training and communications to the Human Resources Manager.

Personal Protective Equipment ("PPE")

Bud's Goods' personal protective equipment (PPE) policies and procedures have been developed to identify work situations that require the use of PPE and to determine the proper selection and use of PPE. PPE will be selected and used to protect employees from the hazards and potential hazards that they are likely to encounter. Employees will wear appropriate PPE at all times.

All managers, will implement all aspects of Bud's Goods' PPE policies and procedures, including:

- Understanding of the applicable federal, state and local laws, regulations, ordinances, and other requirements, as well as best practice safety standards.
- Reviewing hazard assessments to determine the need for PPE.
- Acquiring the correct PPE.

- Training employees on the use of PPE.
- In coordination with the Human Resources Manager, documenting and maintaining employee PPE training.
- Ensuring PPE is available, provided and documented.
- Conducting hazard specific training for the use of PPE.
- Establishing inspections, maintenance and replacement procedures to make sure damaged PPE is not used.

All Managers will:

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

Employees will:

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

Assessment

For each hazard identified during the hazard assessment, PPE will be selected to protect the employee by creating a barrier against the workplace hazard. PPE will be selected to protect against any hazard that is present or likely to be present. PPE selections will be compliant with all applicable federal (excepting federal laws related to marijuana), state and local laws, regulations, ordinances, and other requirements.

All managers will choose PPE based on characteristics such as design, reliability, and suitability for the hazardous task. Managers will ensure the PPE selected offers a level of protection greater than the minimum required to protect employees from the identified hazards.

Upgraded PPE will be immediately provided if any change in facility status results in dangerous exposures to employees.

Fire Protection Plan

All Bud's Goods employees, supervisors, and managers are expected to follow the procedures outlined in this plan to ensure that employees and consumers are protected. The Facility Manager and the Chief Executive Officer are responsible for the control of accumulation of flammable or combustible waste materials. In addition, the Facility Manager is responsible for maintenance of equipment and systems installed to prevent or control ignitions of fires (ex. Fire Extinguishers, fire hoses, etc.)

All Bud's Goods will be trained on and are responsible for understanding the following Safe Code of Work Practices:

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

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

Emergency Action Plan

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

Response to a Medical Emergency

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

- They should assess the situation.
- If the person is conscious, Agents should ask him or her to tell them if anything hurts. If unconscious, Agents should gently inspect the person for obvious signs of injury.
- Agents should not move the person (especially if he or she indicates any pain) unless Agents are in imminent danger of further injury, e.g., an approaching fire.
- Agents should ask someone else to call 911 if Agents are helping an injured person.
- Agents should also call the manager if he or she is not present and inform them of the situation, the location, etc.
- Agents may render first aid if Agents are knowledgeable and willing, but if possible should

wait for qualified personnel to deliver medical attention.

- Agents should ask someone else to recover the first aid kit to utilize during the emergency and avoid coming in contact with blood, vomit, or other bodily fluids without the use of rubber gloves.
- Agents should not provide or administer any medicines and defer to emergency personnel once Agents arrive.
- Agents should limit their conversation with the person to reassurances and not discuss their injury, the accident, or what circumstances might have contributed to its cause, if possible.
- After the person has been given first aid and the incident is over, Agents should provide police or other emergency personnel with any details that Agents know.
- After the medical emergency is over, the injured person, witness, and/or supervisor should formally document the incident and maintain a record of it.

Response to a Fire Emergency

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

Extended Power Loss

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

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

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

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

Upon restoration of power (and heat):

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

Chemical Spill

Spill containment and equipment to secure the area is located in the spill containment kit. Personal Protective Equipment (PPE) is located on supply shelves. Safety Data Sheets (SDS) are available online and printed versions are located in the Fertigation department, the Lab, and the Trim hallway.

When a large chemical spill (>4L) has occurred:

- Immediately notify the designated official and the emergency coordinator.
- Wear proper PPE such as gloves and eye protection.
- Contain the spill with available equipment (e.g. pads, brooms, absorbent powder, etc.)
- Secure the area and alert other personnel on site.
- Do not attempt to clean the spill up unless otherwise trained to do so.
- If anyone is injured, alert medically trained staff and call 911, if necessary.
- Call local spill cleanup company or fire department to perform cleanup on spill or for hazardous chemicals such as mercury.
- Evacuate building as necessary.
- In the event the spill is greater than 4L, the fire department or local spill cleanup company should be notified immediately.
- Dispose of all marijuana waste in a manner that is in accordance with the SDS and Disposal SOPs.

When a small chemical spill has occurred (<4L):

- Notify the emergency coordinator and/or supervisor.
- If toxic fumes are present secure the area to prevent other personnel from entering.
- Deal with spill in accordance with instruction in SDS.
- Wear proper PPE such as gloves and eye protection.
- Dispose of all waste in a manner that is in accordance with the SDS and Disposal SOPs.

Bomb Threat

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

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

Flood

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

Blizzard

- Stay calm and await instructions from designate emergency personnel or first responders.
- Stay indoors.
- If there is no heat:
 - Close off unneeded rooms or areas
 - Stuff towels or rags in cracks under doors
 - Cover windows
 - Eat and drink. Food provides the body with energy and heat. Fluids prevent dehydration.
 - Wear layers of loose-fitting, lightweight warm clothing, if available.

Armed Robbery

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

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

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

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

Active Shooter

The U.S. Department of Homeland Security defines an active shooter as "an individual actively engaged in shooting or attempting to shoot people in a confined and populated area." Bud's Goods will teach all employees the DHS-recommended procedures of Run.Hide.Fight. if they find themselves in an area with an active shooter:

- 1) **Evacuate (RUN):** If employees are in the building where an active shooter is present, they should look and listen for indications of where the threat is. If they see people fleeing from a particular area, they know that the threat is in that area and could be coming toward them. They can try to evacuate the building if the nearest route is away from the active shooter or move to

a room that can be locked (safe room). If they cannot evacuate or move to a safe room, they should move away from the threat and away from the noise and commotion.

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

Employees should also:

- Cover windows and draw blinds
- Turn off radios and computer monitors
- Keep out of sight
- Silence cell phones and remain as quiet as possible

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

Emergency Training

Bud’s Goods will prioritize frequent training so all employees are familiar with the contents of the emergency management plan. Bud’s Goods will plan and schedule the emergency exercises to minimize disruption of normal business operations and maximize participation of employees and management. Due to the severity of many emergencies, Bud’s Goods will conduct semiannual emergency training exercises including bomb threat, fire, active shooter, armed robbery, and medical emergency drills and maintain a record of all training, noting any issues during these drills, so that solutions will be implemented before the next drill. Training will include the emergency evacuation plan, including regular evacuation drills that practice varying escape routes in the event the designated evacuation route is not available.

Exhibit F: Prevention of Diversion

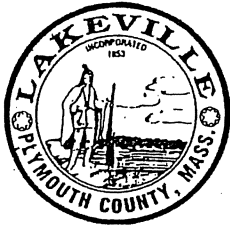
Bud's Goods' operating policies and procedures ensure prevention of diversion, theft, and illegal or unauthorized conduct pursuant to the Commission's Adult Use of Marijuana regulations codified in 935 CMR 500.000. Considerations regarding diversion prevention measures include, but are not limited to, marijuana establishment agent and consumer accountability, and identifying, recording, and reporting diversion, theft, or loss. Marijuana in the process of transport, analysis, or retail sale is to be stored and tracked in a manner that prevents diversion, theft, or loss.

More specifically, diversion measures include policies and procedures requiring that:

- Employees are made aware of crime prevention techniques pursuant to 935 CMR 500.105(1)(b).
- Any marijuana establishment agent who has diverted marijuana will be immediately dismissed, which will be reported to law enforcement and to the Commission pursuant to 935 CMR 500.105(1)(m).
- All employees involved in the handling and sale of marijuana for adult use will complete a responsible vendor training program with a curriculum covering diversion prevention and prevention of sales to minors and will comply with all other marijuana establishment agent training requirements under 935 CMR 500.105(2).
- Display samples of each product offered for sale will be displayed in secure, locked cases, subject to the requirements of 935 CMR 500.110.
- Bud's Goods will only engage in reasonable marketing, advertising, and branding practices that do not promote the diversion of marijuana and that comply with all other marketing and advertising requirements under 935 CMR 500.105(4).
- Warning statements required by the Commission's regulations will be affixed to all applicable products, and Bud's Goods' labels will comply with all other labeling of marijuana and marijuana products requirements under 935 CMR 500.105(5).
- Tamper or child-resistant packaging will be used for applicable marijuana products, and Bud's Goods' products will comply with all other packaging of marijuana and marijuana products requirements under 935 CMR 500.105(6).
- Bud's Goods will maintain real-time inventory and will track and tag all marijuana seeds, clones, plants, and marijuana products, using Metrc as the seed-to-sale methodology in a form and manner to be approved by the Commission.
- Records will be kept for inventory, seed-to-sale tracking for all marijuana products, personnel (including documentation of the completion of required training), and waste disposal, and Bud's Goods will comply with all other record keeping requirements under 935 CMR 500.105(9).
- Marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, will be stored in a separate area, until such products are destroyed; and Bud's Goods will comply with all other storage requirements under 935 CMR 500.105(11).
- Two or more marijuana establishment agents will witness and document how the marijuana waste is disposed or otherwise handled, and Bud's Goods will comply with all other waste disposal requirements under 935 CMR 500.105(12).
- All transported marijuana products will be linked to Metrc; all vehicles transporting marijuana will be staffed with a minimum of two marijuana establishment agents; and any

vehicle accidents, diversions, or other reportable incidents that occur during transport will be reported to the Commission and law enforcement within 24 hours. Bud's Goods will comply with all other transportation requirements under 935 CMR 500.105(13).

- All security requirements under 935 CMR 500.110 will be followed, including:
 - Implementing sufficient safety measures to deter theft of marijuana and marijuana products and prevent unauthorized entrance into areas containing marijuana and marijuana products at Bud's Goods' adult-use marijuana establishment location to protect the premises, employees, Bud's Goods' agents, consumers, and the general public;
 - Adopting procedures to prevent loitering and to ensure that only individuals engaging in activity expressly or by necessary implication permitted by the Commission's regulations and its enabling statute are allowed to remain on the premises;
 - Storing all finished marijuana products in a secure, locked safe or vault in such a manner as to prevent diversion, theft, and loss;
 - Restricting access to employees, agents or volunteers specifically permitted by Bud's Goods, agents of the Commission, state and local law enforcement and emergency personnel, and all other limited access areas requirements under 935 CMR 500.110(4);
 - Implementing an adequate security system to prevent and detect diversion, theft or loss of marijuana, notifying law enforcement and the Commission within 24 hours of a diversion, theft or loss of any marijuana product, and all other security and alarm requirements under 935 CMR 500.110(5); and
 - Obtaining, at Bud's Goods' own expense, a security system audit by a vendor approved by the Commission, and all other security audits requirements under 935 CMR 500.110(10).



Town of Lakeville
Zoning Board of Appeals
346 Bedford Street
Lakeville, MA 02347
508-946-3473

NOTICE TO TAX COLLECTOR

Date: _____

To: Angela Chandler, Treasurer/Collector
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

From: Zoning Board of Appeals

Please inform the Zoning Board of Appeals as well as the Board of Selectmen, as to whether or not the following property owner/applicant/petitioner owes the Town of Lakeville any outstanding taxes and/or municipal charges that have remained unpaid for more than one year.

Bud's Goods & Provisions Corp.

Name of Applicant/Petitioner

Louis Outor

Name of Property Owner

475 Kenneth W. Welch Drive, Lakeville, MA 02347

Address of Location for Permit Use

54 West Boylston Street, Worcester, MA 01606

Address of Applicant/Petitioner

THIS SECTION TO BE COMPLETED BY THE TREASURER/COLLECTOR

Does Property Owner/Applicant/Petitioner owe Taxes/Municipal Charges? _____
(Yes or No)

Signed _____
Angela Chandler, Treasurer/Collector

Date _____



300 foot Abutters List Report

Lakeville, MA
August 16, 2021

Subject Property:

Parcel Number: 024-006-008
CAMA Number: 024-006-008
Property Address: 475 KENNETH W WELCH DR

Mailing Address: OUTOR LOUIS S & VIRGINIA
PO BOX 114
ROCHESTER, MA 02770

Abutters:

Parcel Number: 024-006-004A
CAMA Number: 024-006-004A
Property Address: 520 KENNETH W WELCH DR

Mailing Address: PINK LAWRENCE W & NANCY J TRS
182 THOMAS ST
MIDDLEBORO, MA 02346

Parcel Number: 024-006-007
CAMA Number: 024-006-007
Property Address: KENNETH W WELCH DR

Mailing Address: LAKEVILLE TOWN OF
346 BEDFORD ST
LAKEVILLE, MA 02347

Parcel Number: 024-006-009
CAMA Number: 024-006-009
Property Address: KENNETH W WELCH DR

Mailing Address: PINK LAWRENCE W & NANCY J TRS
182 THOMAS ST
MIDDLEBORO, MA 02346

Parcel Number: 025-006-013E
CAMA Number: 025-006-013E
Property Address: 9 CARRIAGE HOUSE DR

Mailing Address: LARKIN JAMES F & USHER JOAN L
9 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

Parcel Number: 025-006-013F
CAMA Number: 025-006-013F
Property Address: 11 CARRIAGE HOUSE DR

Mailing Address: REED GLEN D & ROBIN L TRUSTEES
11 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

Parcel Number: 025-006-013G
CAMA Number: 025-006-013G
Property Address: 13 CARRIAGE HOUSE DR

Mailing Address: HANNA GREGORY S & MARIA
13 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

Parcel Number: 025-006-013H
CAMA Number: 025-006-013H
Property Address: 15 CARRIAGE HOUSE DR

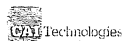
Mailing Address: NIAKI BIJAN NASSERI
15 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

Parcel Number: 025-006-013I
CAMA Number: 025-006-013I
Property Address: 17 CARRIAGE HOUSE DR

Mailing Address: LEDIN BARRY R & MARILYN C
17 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

Parcel Number: 061-002-003
CAMA Number: 061-002-003
Property Address: 310 KENNETH W WELCH DR

Mailing Address: CSS I LLC
310 KENNETH W WELCH DR
LAKEVILLE, MA 02347



www.cai-tech.com

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

MIDDLEBOROUGH



CSS I LLC
310 KENNETH W WELCH DR
LAKEVILLE, MA 02347

HANNA GREGORY S & MARIA
13 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

LAKEVILLE TOWN OF
346 BEDFORD ST
LAKEVILLE, MA 02347

LARKIN JAMES F & USHER JO
9 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

LEDIN BARRY R & MARILYN C
17 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

NIAKI BIJAN NASSERI
15 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

PINK LAWRENCE W & NANCY J
182 THOMAS ST
MIDDLEBORO, MA 02346

PINK LAWRENCE W & NANCY J
182 THOMAS ST
MIDDLEBORO, MA 02346

REED GLEN D & ROBIN L TRU
11 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

CSS I LLC
310 KENNETH W WELCH DR
LAKEVILLE, MA 02347

HANNA GREGORY S & MARIA
13 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

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346 BEDFORD ST
LAKEVILLE, MA 02347

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MIDDLEBORO, MA 02346

REED GLEN D & ROBIN L TRU
11 CARRIAGE HOUSE DR
LAKEVILLE, MA 02347

TOWN OF LAKEVILLE AND TRICHOME HEALTH CORP.
HOST COMMUNITY AGREEMENT

THIS HOST COMMUNITY AGREEMENT ("AGREEMENT") is entered into this 25th day of September, 2018 by and between Trichome Health Corp., a Massachusetts for-profit corporation formed under MGL ch.180 *et seq.* with a principal office address of 12 Pennsylvania Avenue, Newton, MA 02464 ("Company") and the Town of Lakeville, a Massachusetts municipal corporation with a principal address of 346 Bedford Street, Lakeville, Massachusetts 02347, ("the Town"), acting by and through its Board of Selectmen in reliance upon all of the representations made herein.

WHEREAS, the Company wishes to locate a licensed Recreational Marijuana Establishment ("RME") for the cultivation, processing, product manufacturing and retail sale of recreational marijuana at 475 Kenneth Welch Drive, Lakeville, MA (the "Facility"), in accordance with and pursuant to applicable state laws and regulations, including, but not limited to 105 CMR 750.00 and/or 935 CMR 500.00, and such approvals as may be issued by the Town in accordance with its Zoning Bylaw and other applicable local regulations; and

WHEREAS, the Company intends to provide certain benefits to the Town in the event that it receives the requisite licenses from the Cannabis Control Commission (the "CCC") or such other state licensing or monitoring authority, as the case may be, to operate the RME and receives all required local permits and approvals from the Town;

WHEREAS, the parties intend by this Agreement to satisfy the provisions of G.L. c.94G, Section 3(d), applicable to the operation of the RME, such activities to be only done in accordance with the applicable state and local laws and regulations in the Town;

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Town agree as follows:

1. Recitals

The Parties agree that the above Recitals are true and accurate and that they are incorporated herein and made a part hereof.

2. Annual Payments

In the event that the Company obtains the requisite licenses and/or approvals as may be required for the operation of a RME, and receives any and all necessary and required permits and licenses of the Town, and at the expiration of any final appeal period related thereto, said matter not being appealed further, which permits and/or licenses allow the Company to locate, occupy and operate the RME in the Town, then the Company agrees to provide the Annual Payments set forth below. (Provided, however, that if the Company fails to secure any such other license

and/or approval as may be required, or any of the required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement.)

A. Community Impact Fee

The Company anticipates that the Town will incur additional expenses and impacts on the Town's road and other infrastructure systems, law enforcement, fire protection services, inspectional services, and permitting and consulting services, as well as unforeseen impacts on the Town. Accordingly, in order to mitigate the financial impact on the Town and use of Town resources, the Company agrees to pay an Annual Community Impact Fee to the Town, in the amount and under the terms provided herein.

1. Company shall annually pay an Annual Community Impact Fee in an amount equal to three percent (3%) of gross sales from marijuana and marijuana product sales at the Facility. The term "gross sales" shall mean the total of all retail sales transactions of the Facility without limitation, and shall include but not be limited to all sales occurring at the Facility, including the sale of marijuana, marijuana infused products, paraphernalia, and any other products sold by the Facility including but not limited to any gross sales related to any uses/establishments allowed under G.L. c. 94G. For those licensed entities who derive revenue from service fees, such as laboratories, research facilities and/or transporters, gross sales shall mean all gross revenue derived from such service fee and other income of the establishment.

The Annual Community Impact Fee shall be made quarterly per the Town's fiscal year (July 1- June 30). If necessary, the Annual Community Impact Fee for the first quarter of operation shall be prorated. The quarterly payment shall be made within 30 days following the end of each 3 months of operation, and shall continue for a period of five (5) years. Nine months (9) prior to the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Annual Community Impact Fee as an Amendment to this Agreement. Said Amendment shall be in place at least six (6) months prior to the expiration of the five (5) year term.

2. The Town shall use the above referenced payments in its sole discretion, but shall make a good faith effort to allocate said payments to offset costs related to road and other infrastructure systems, law enforcement, fire protection services, inspectional services, public health and addiction services, permitting and consulting services, and any other impacts upon the Town.

B. Additional Costs, Payments and Reimbursements

In addition to the Annual Community Impact Fee, the Company agrees to pay the following under the condition of the local permit:

1. \$25.00 per pound of Adult Use Recreational Marijuana produced at the Facility and either sold at locations outside of Lakeville either by the Company or via a wholesale sale (unless otherwise included in gross sales) or used in the production of other marijuana products either sold at locations outside of Lakeville either by the Company or via a wholesale sale, (the "RME Production Payment").

This Payment shall be paid on an annual basis, paid quarterly, commencing thirty days following the first day of the first full calendar quarter month after the certificate of occupancy is issued for any part of the Facility.

In no event shall this Payment ever be decreased. The parties hereby recognize and agree that this Payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d).

2. The Company shall pay the Town a one-time payment of \$50,000.00. Said payment is due three months after the date of the first sale at the Facility. This payment shall not become due if already paid to the Town of Lakeville under a Host Community Agreement for the same Company and facility. The parties hereby recognize and agree that this one-time payment to be paid by the Company shall not be deemed an impact fee subject to the requirements or limitations set forth in G.L. c.94G, §3(d). This payment shall not become due if already paid to the Town of Lakeville under the medical Host Community Agreement between the Town and the Company approved by the Board of Selectmen on June 13, 2018.
3. Permit and Connection Fees: The Company hereby acknowledges and accepts, and waives all rights to challenge, contest or appeal, the Town's building permit fee and other permit application fees, sewer and water connection fees, and all other local charges and fees generally applicable to other commercial developments in the Town.
4. Facility Consulting Fees and Costs: The Company shall reimburse the Town for any and all reasonable third-party consulting costs and fees related to any land use applications concerning the Facility, negotiation of this and any other related agreements, and any review concerning the Facility, including planning, engineering, legal and/or environmental professional consultants and any related reasonable disbursements at standard rates charged by the above-referenced consultants in relation to the Facility.
5. Other Costs: The Company shall reimburse the Town for the actual costs incurred by the Town to third parties in connection with holding public meetings and forums substantially devoted to discussing the Facility and/or reviewing the Facility and for any and all reasonable consulting costs and fees related to the monitoring and enforcement of the terms of this Agreement, including, but not limited to independent financial auditors and legal fees.

6. Late Payment Penalty: The Company acknowledges that time is of the essence with respect to their timely payment of all funds required under Section 2 of this Agreement. In the event that any such payments are not fully made with ten (10) days following written notice of non-payment, the Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

C. Annual Charitable/Non-Profit Contributions

The Company, in addition to any funds specified herein, shall annually contribute to public local charities/non-profit organizations in the Town an amount no less than \$10,000 unless otherwise required and fulfilled in an executed and valid Host Community Agreement with the Town of Lakeville, said charities/non-profit organizations to be determined by Board of Selectmen in its reasonable discretion. The Annual Charitable Non/Profit Contribution shall be made annually beginning on the first anniversary following the commencement of the operations, and shall continue for the term of this Agreement. For purposes of clarity, Trichome will not be required to make the foregoing contribution provided that it makes a \$10,000 annual contribution as required under its previously executed medical Host Community Agreement.

1. Annual Reporting for Host Community Impact Fees and Benefit Payments

The Company shall submit annual financial statements to the Town within 30 days after the payment of its Annual Community Impact Fee with a certification of its annual sales. The Company shall maintain books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard accounting practices and any applicable regulations or guidelines of the CCC. All records shall be kept for a period of at least seven (7) years. Upon request by the Town, the Company shall provide the Town with the same access to its financial records (to be treated as confidential, to the extent allowed by law) as it is required by the CCC and Department of Revenue for purposes of obtaining and maintaining a license for the Facility

During the term of this Agreement and for three years following the termination of this Agreement the Company shall agree, upon request of the Town to have its financial records examined, copied and audited by an Independent Financial Auditor, the expense of which shall be borne by the Company. The Independent Financial Auditor shall review the Company's financial records for purposes of determining that the Annual Payments are in compliance with the terms of this Agreement. Such examination shall be made not less than thirty (30) days following written notice from the Town and shall occur only during normal business hours and at such place where said books, financial records and accounts are maintained. The Independent Financial Audit shall include those parts of the Company's books and financial records which relate to the payment, and shall include a certification of itemized gross sales for the previous calendar year, and all other information required to ascertain compliance with the terms of this Agreement. The independent audit of such records shall be conducted in such a manner as not to interfere with the Company's normal business activities.

3. Local Vendors and Employment

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, the Company will make every effort in a legal and non-discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the RME when such contractors and suppliers are properly qualified and price competitive and shall use good faith efforts to hire Town residents.

4. Local Taxes

At all times during the Term of this Agreement, property, both real and personal, owned or operated by the Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by the Company or by its landlord and neither the Company nor its landlord shall object or otherwise challenge the taxability of such property and shall not seek a non-profit or agricultural exemption or reduction with respect to such taxes.

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L. c. 59, §38, or (iii) if the Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then the Company shall pay to the Town an amount which when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by the Company under Section 2 of this Agreement.

5. Security

To the extent requested by the Town's Police Department, and subject to the security and architectural review requirements of the CCC, or such other state licensing or monitoring authority, as the case may be, the Company shall work with the Town's Police Department in determining the placement of exterior security cameras.

The Company agrees to cooperate with the Police Department, including but not limited to periodic meetings to review operational concerns, security, delivery schedule and procedures, cooperation in investigations, and communications with the Police Department of any suspicious activities at or in the immediate vicinity of the RME, and with regard to any anti-diversion procedures.

To the extent requested by the Town's Police Department, the Company shall work with the Police Department to implement a comprehensive diversion prevention plan to prevent diversion, such plan to be in place prior to the commencement of operations at the Establishment.

6. Community Impact Hearing Concerns

The Company agrees to employ its best efforts to work collaboratively and cooperatively with its neighboring businesses and residents to establish written policies and procedures to address mitigation of any concerns or issues that may arise through its operation of the Facility, including, but not limited to any and all concerns or issues raised at the Company's required Community Outreach Meeting relative to the operation of the Facility; said written policies and procedures, as may be amended from time to time, shall be reviewed and approved by the Town and shall be incorporated herein by reference and made a part of this Agreement, the same as if each were fully set forth herein.

7. Additional Obligations

The obligations of the Company and the Town recited herein are specifically contingent upon the Company obtaining a license for operation of RME in the Town, and the Company's receipt of any and all necessary local approvals to locate, occupy, and operate the RME in the Town, provided, however, that if the Company fails to secure any such other license and/or approval as may be required, or any of required municipal approvals, the Company shall reimburse the Town for its legal fees associated with the negotiation of this agreement.

This agreement does not affect, limit, or control the authority of Town boards, commissions, and departments to carry out their respective powers and duties to decide upon and to issue, or deny, applicable permits and other approvals under the statutes and regulations of the Commonwealth, the General and Zoning Bylaws of the Town, or applicable regulations of those boards, commissions, and departments or to enforce said statutes, Bylaws, and regulations. The Town, by entering into this Agreement, is not thereby required or obligated to issue such permits and approvals as may be necessary for a RME to operate in the Town, or to refrain from enforcement action against the Company and/or its RME for violation of the terms of said permits and approvals or said statutes, Bylaws, and regulations.

8. Re-Opener/Review

The Company or any "controlling person" in the Company, as defined in 935 CMR 500.02, shall be required to provide to the Town notice and a copy of any other Host Community Agreement entered into for any establishment in which the Company, or any controlling person in the Company, has any interest and which is licensed by the CCC as the same type of establishment as the entity governed by this agreement.

In the event the Company or any controlling person enters into a Host Community Agreement for a RME with another municipality in the Commonwealth that contains financial terms resulting in payments of a Community Impact Fee or other payments totaling a higher percentage of gross sales for the same type of establishment than the Company agrees to provide the Town pursuant to this Agreement, then, at the sole discretion of the Board of Selectmen, the parties shall reopen this Agreement and negotiate an amendment resulting in financial benefits to the Town equivalent or superior to those provided to the other municipality.

9. Support

The Town agrees to submit to the CCC, or such other state licensing or monitoring authority, as the case may be, the required certifications relating to the Company's application for a license to operate the Facility where such compliance has been properly met, but makes no representation or promise that it will act on any other license or permit request, including, but not limited to any zoning application submitted for the Facility, in any particular way other than by the Town normal and regular course of conduct and in accordance with its rules and regulations and any statutory guidelines governing them.

10. Term

Except as expressly provided herein, this Agreement shall take effect on the date set forth above, and shall be applicable for as long as the Company operates a RME in the Town with the exception of the Community Impact Fee, which shall be subject to the five (5) year statutory limitations of G.L. c.94G, §3(d).

11. Successors/Assigns

The Company shall not assign, sublet, or otherwise transfer its rights nor delegate its obligations under this Agreement, in whole or in part, without the prior written consent from the Town, and shall not assign any of the monies payable under this Agreement, except by and with the written consent of the Town and shall not assign or obligate any of the monies payable under this Agreement, except by and with the written consent of the Town. This Agreement is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor the Company shall assign, sublet, or otherwise transfer any interest in the Agreement without the written consent of the other.

Events deemed an assignment include, without limitation: (i) Company's final and adjudicated bankruptcy whether voluntary or involuntary; (ii) the Company's takeover or merger by or with any other entity; (iii) the Company's outright sale of assets and equity, majority stock sale to another organization or entity for which the Company does not maintain a controlling equity interest; (iv) or any other change in ownership or status of the Company; (v) any assignment for the benefit of creditors; and/or (vi) any other assignment not approved in advance in writing by the Town.

12. Notices

Any and all notices, consents, demands, requests, approvals or other communications required or permitted under this Agreement, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, and shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service, or, if sent by private overnight or other delivery service, when deposited with such delivery service.

To Town]:

Board of Selectmen
Town of Lakeville
346 Bedford Street
Lakeville, MA 02347

To Licensee:

Trichome Health Corp.
12 Pennsylvania Avenue
Newton, MA 02464

13. Severability

If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless the Town would be substantially or materially prejudiced. Further, the Company agrees that it will not challenge, in any jurisdiction, the enforceability of any provision included in this Agreement; and to the extent the validity of this Agreement is challenged by the Company in a court of competent jurisdiction, the Company shall pay for all reasonable fees and costs incurred by the Town in enforcing this Agreement.

14. Governing Law

This Agreement shall be governed by, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, and the Company submits to the jurisdiction of any of its appropriate courts for the adjudication of disputes arising out of this Agreement.

15. Entire Agreement

This Agreement, including all documents incorporated herein by reference, constitutes the entire integrated agreement between the Company and the Town with respect to the matters described herein. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the parties hereto.

16. Amendments/Waiver:

Amendments, or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all signatories to the original Agreement, prior to the effective date of the amendment.

17. Headings:

The article, section, and/or paragraph headings in this Agreement are for convenience of reference only, and shall in no way affect, modify, define or be used in interpreting the text of this Agreement.

18. Counterparts

This Agreement may be signed in any number of counterparts all of which taken together, each of which is an original, and all of which shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing one or more counterparts.

19. Signatures

Facsimile signatures affixed to this Agreement shall have the same weight and authority as an original signature.

20. No Joint Venture

The Parties hereto agree that nothing contained in this Agreement or any other documents executed in connection herewith is intended or shall be construed to establish the Town, or the Town and any other successor, affiliate or corporate entity as joint ventures or partners.

21. Nullity

This Agreement shall be null and void in the event that the Company does not locate a RME in the Town or relocates the RME out of the Town, provided, however, that if the Company decides not to locate a RME in the Town, the Company shall reimburse the Town for its legal fees associated with the negotiation of this Agreement. Further, in the case of any relocation out of the Town, the Company agrees that an adjustment of Annual Payments due to the Town hereunder shall be calculated based upon the period of occupation of the RME within the Town, but in no event shall the Town be responsible for the return of any funds provided to it by the Company.

22. Indemnification

The Company shall indemnify, defend, and hold the Town harmless from and against any and all claims, demands, liabilities, actions, causes of actions, defenses, proceedings and/or costs and expenses, including attorney's fees, brought against the Town, their agents, departments, officials, employees, insurers and/or successors, by any third party arising from or relating to the development of the Property and/or Facility. Such indemnification shall include, but shall not be limited to, all reasonable fees and reasonable costs of attorneys and other reasonable consultant fees and all fees and costs (including but not limited to attorneys and consultant fees and costs) shall be at charged at regular and customary municipal rates, of the Town's choosing incurred in defending such claims, actions, proceedings or demands. The Company agrees, within thirty (30)

days of written notice by the Town, to reimburse the Town for any and all costs and fees incurred in defending itself with respect to any such claim, action, proceeding or demand.

23. Third-Parties

Nothing contained in this agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Town or the Company.

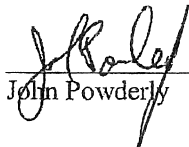
[Signatures to follow]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

TOWN OF LAKEVILLE
BOARD OF SELECTMEN



Aaron Burke, Chairman



John Powderly



Miriam Hollenbeck

TRICHOME HEALTH CORP.



Alexander Mazin
Chief Executive Officer
Duly Authorized

**AGENDA ITEM #18
OCTOBER 12, 2021**

NEW BUSINESS

**AGENDA ITEM #19
OCTOBER 12, 2021**

OLD BUSINESS

**AGENDA ITEM #20
OCTOBER 12, 2021**

**ANY OTHER BUSINESS THAT CAN PROPERLY COME
BEFORE THE BOARD OF SELECTMEN**

OTHER ITEMS

1. Letter from Lakeville Arts Council

RECEIVED
OCT - 7 2021
SELECTMEN'S OFFICE



October 7, 2021

Lakeville Library Trustees
c/o Lakeville Library
4 Precinct Street
Lakeville, MA 02347

Dear Trustees,

I am writing to inform the Board how the partnership shared between the Lakeville Arts Council(LAC) and the Library has strengthened with the leadership of Jayme Viveiros.

Jayme easily shares information. She is always available to listen to our requests and/or suggestions with regard to the Festival, summer concerts or grant writing. The Library and the LAC have always worked together for the success of these programs because each of us benefit from these programs. The difference is that Jayme makes the process easier by contributing her unique perspective and experience.

I could give you example after example of her partnership style. However, the list is not important — her actions are.

On a personal note, I observed during COVID, that even with the strict CDC guidelines, Jayme's guidance helped the library to retain its welcoming atmosphere. When other locations felt harsh and shut off to enter or communicate with, the Library did not.

Jayme Viveiros is an exemplary example of a team player and leader. It is a pleasure to work with her. In my opinion, Lakeville is lucky to have her.

With regards and appreciation,

Joanne Corrieri-Upham
LAC Chair & 2021 Festival Committee member

Cc: Lakeville Board of Selectmen
Ari Sky, Town Administrator