



La Flora

Our Commitment to the Community


La Flora LLC, in partnership with Impressed LLC, commits to serving and protecting the community of Hanson by adhering to state regulations, implementing strict company protocols, promoting responsible use, and providing vital tax revenue to the town. Here are a few key points on how we intend to accomplish that:



A **Secure Facility** so no products can leave the building without us or law enforcement knowing.




Highly Trained Personnel that will follow strict state regulations to keep your community safe.



Discrete Vehicles to minimize traffic, increase safety, and maximize privacy.




ID Verification & Body Cams to ensure no diversion of product and promote responsible use.





Secure Logistics as all products in delivery vehicles are stored in a locked container, tracked, and have predetermined destinations.

Benefits to the Community

According to state law, communities in which marijuana establishments reside may receive up to **3%** local tax revenue on recreational marijuana sales with an additional **1%** if the establishment is Social Equity owned like La Flora LLC.



Projections of annual tax revenue La Flora may provide are estimated to range from **\$100,000- \$800,000**



La Flora LLC Business Plan

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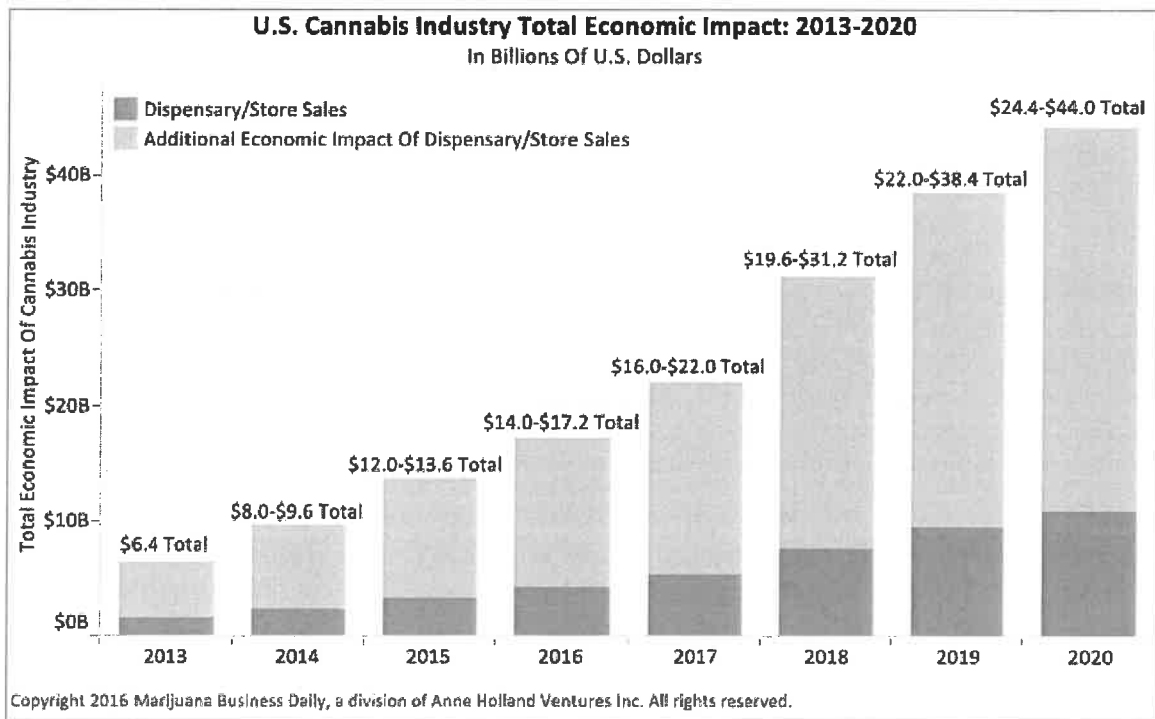
1. Executive Summary

SNAPSHOT: "La Flora LLC":

Business Overview

- Massachusetts registered home delivery service "Marijuana Delivery Operator."
- Providing home delivery services to Massachusetts consumers 21+.
- Gross revenues are projected to be **\$3.8M** in year one, climbing to **\$5.4M** in years two and three.
- **La Flora LLC** is privately funded and will require approximately **\$266,400** for start up
- Investment will be used to fund capital costs, startup expenses, and 1 year of working capital requirements.

Overview: Our Company (La Flora LLC) is a Massachusetts-registered Limited Liability Corporation, established to achieve the legal home delivery cannabis products. All vehicles will be equipped, stored, and operated in full compliance with all state and local regulations.



La Flora LLC will offer a range of market mature products. We intend to build market share by appealing to a broad spectrum of customer groups and demographics. We will achieve this goal by supplying select cannabis products of both our own white label and from among the best that Massachusetts cultivators and manufacturers have to offer - focusing on small, craft-brand companies where possible.

La Flora LLC will engage in a variety of public relations and marketing strategies. These will include engagement and support of local community activities as well as consultative participation in marijuana educational seminars. These services are intended to build market as marijuana companies will face stiff competition. The differing types, methods and costs of cultivation will likely create a range of product qualities and price points to contend with. Larger cultivator and manufacturers are expected to conquer market share by offering quality and pricing that satisfies mass-market needs while leaving quality, passion, artisanal care, and hand-crafted prices to the small to medium-sized market where **La Flora LLC** intends to play, initially.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. **La Flora LLC** will undoubtedly see competition from other MDOs. It is evident that medical marijuana growers, confronted by the project slump of the medical niche in favor of the recreational market, will rapidly make their product available to MDOs or open recreational retail stores of their own.

These services are intended to build market awareness of **La Flora LLC** brand, highlight the quality of our products, and encourage community objectives that reflect with which **La Flora LLC's** wishes to be associated.

Price/Profitability Projections: It's important to note a few keys to this plan and how projections have been calculated. Customer flow and sales volume has been estimated following a study of the sales patterns and trends in the states of Colorado, California, Washington, and Oregon. Since these states have a longer cannabis sales history than Massachusetts, their pricing trends over the past 2-3 years are useful and relevant to our projections. We have also considered current illicit-market pricing in Massachusetts along with the Cannabis Benchmarks. The above study suggests the following: Weekdays an average of 24 orders per hour (cph). Weekends an average of 35 cph. The average purchase per customer is estimated to be \$71.00.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local market. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will involve community activities as well as consultative participation in cannabis educational seminars.

Capital Requirements: The capital requirements for **La Flora LLC** to execute this business plan are approximately **\$235,400** including working capital and a further **\$57,300** (including inventory) of permitting costs for the first year of operations.

La Flora LLC will allocate the invested capital to the following:

Construction, Fit-out, and operations	91,400
Permits, Consulting, Licensing, and, Applications	57,300
Production and Delivery Equipment	94,000

Working Capital	50,000
TOTAL	292,700

Financial Snapshot:

Key Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Delivery Sales	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
TOTAL REVENUE	3,802,408	4,888,810	5,238,928	5,396,096	5,557,979
Total COGS	2,281,445	2,444,405	2,619,464	2,698,048	2,778,989
Non-deductible expenses	542,304	568,574	585,331	602,591	620,368
Income Tax @30%	456,289	733,322	785,839	809,414	833,697
Estimated net income	408,297	995,846	1,091,126	1,124,160	1,158,185

Keys to Success:

- Licensing
- Build-out
- Community outreach, training, and engagement
- Effective management of funding and working capital

2. Project Overview

2.1 Introduction

La Flora LLC will sell a range of cannabis flower, tinctures, vape pens, edibles, confectionary, and topicals. All products will be tested and packaged in accordance with Massachusetts laws and Cannabis Control Commission regulations.

2.2 Company Ownership and Team

La Flora LLC, is wholly owned by Shanel Lindsay, Esq., and has entered into a partnership with Impressed LLC for this delivery business. Shanel is a well-known and respected attorney and business owner. She was one of the original authors of Question 4, the ballot initiative to legalize cannabis in Massachusetts. She was appointed twice by Treasurer Goldberg to serve on the Massachusetts Cannabis Advisory Board, where she worked for over four years as an advisor to the Cannabis Control Commission as the inaugural and subsequent cannabis regulations were promulgated and implemented, including regulations



for delivery. Shanel is also the co-founder of Equitable Opportunities Now and the founder and inventor behind Ardent Life Inc, a patented cannabis device company. She is a lifelong Massachusetts resident.

3. Products

3.1 Product Description

As cannabis emerges from the shadow of domestic prohibition it reveals itself to be a widely popular product, second only to alcohol and nicotine. **La Flora LLC** will offer a range of edible, topical, and cannabis extract products from strains across the spectrum of Indica, Sativa, and hybrid flower cultivars to serve market demand. Many of the strains we have selected for sale and use in our products are prized genetics and have become sought after at legal and medical marijuana dispensaries nationwide. **La Flora LLC** will carefully select only the superior current and future stars of the cannabis constellation.

La Flora LLC will offer the following product classes for sale through our delivery vehicles:

THC-Infused Edibles – Cannabis edibles are preferred by some consumers because ingesting cannabinoids through the GI tract provides a different and often more therapeutic effect than inhaling. **La Flora LLC** will offer a range of attractive, appetizing, and appealing, adult-use focused edible products.



Flower - The curing process is a critical determinant of the final quality of cannabis. While all cultivators and manufacturers understand the importance of the process, most accept sacrificing high quality for speed and convenience of production. At the same time, while some manufacturers do take the time to produce a beautifully cured product, their offerings are often defeated by woefully inadequate dispensing methods that see the product deteriorating rapidly pre-sale. We address this problem by selecting flower buds that are correctly cured, and creating standard, pre-packaged, and weighed portions that help preserve freshness, quality, and flavor up to and beyond at the time of sale.

Topicals – These are external applications of cannabis that can be used to treat body pain or skin conditions. Topicals are infused with THC, CBD, and other cannabinoid extracts. Topicals include lotions, creams, balms, and oils. As they are non-psychoactive, topicals are often chosen by individuals who need the therapeutic benefits of cannabis without the cerebral euphoria associated with other delivery methods.

Other Products – While our core products will be those listed above, **La Flora LLC** fully intends to offer a number of cutting-edge products and will, by carefully studying available opportunities, offer an election of exceptional products offered by the top manufacturers.

4. The Market

4.1 Market Overview

Currently, 39 states in America and the District of Columbia have legalized cannabis use in some form (medical or recreational). The majority of these states have allowed sales for medical use and eleven states, including Massachusetts, have legalized recreational or adult-use. Since 70% of the population resides in states that have legalized the use of cannabis for medical use, recreational use, or both, this indicates immense possibilities for the future growth of the industry.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. In 2017, an eight-person Cannabis Control Commission (CCC) was appointed by the Massachusetts state government to write the draft regulations for the law. The final regulations were released in April 2018, and outline the requirements for cultivation, production, security, transport, and retail sale of cannabis to consumers over 21 years of age. The CCC is now accepting applications for Licensed Marijuana establishments.

With 39 cities, 312 towns, and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational cannabis industry which will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state.

The advent of medical marijuana legalization in 2012 has helped produce market conditions that have created a more educated and sophisticated product consumer. It is natural, therefore, that the emerging adult-use market will lead consumers to have high expectations for the quality of the products they consume.

La Flora LLC's high-end licensed delivery company will supply quality products while building a brand that represents a culture of sophistication, quality, respect for the plant, respect for the customer's interaction with cannabis, and the safe adult-use of cannabis and cannabis products.

5. Competition

5.1 Competitive Landscape

Companies in the cannabis industry typically compete on product type, quality, volume, and reliability. As a result of the maturity of a once illicit market, price competition, while an important factor, has widely recognized norms and expectations. These conditions may superficially appear to make competing on the price a somewhat lower expectation. Nonetheless, the volume of potential cultivators, manufacturers and retailers makes price competition a genuine possibility. We intend to counter this eventual trend with a robust pricing strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

5.2 Direct Competition

The direct competition for **La Flora LLC** will come, unsurprisingly, from retailers that sell similar products with the same high quality and volume. The exact nature of such competition is difficult to quantify as the state of Massachusetts is in the early stages of issuing adult-use cannabis licenses, and it is estimated that many applicants will fall by the wayside due to lack of resources before completing the licensing process. With that said, **La Flora LLC** feels that as the industry is inchoate, working collaboratively with retail competitors in the area may benefit the local community, the industry, and the needs and objectives of **La Flora LLC**.

5.3 Competitive Advantages

- Self-financed business with strong working capital
- Extensive retail experience
- Strategic location
- Competitive pricing
- Proximity to complementary businesses
- Effective and collaborative management
- Timing of entry into the marketplace

6. Strategy and Execution

6.1 Summary

La Flora LLC will be recognized as a cannabis retailer that offers a range of distinctive products representing excellence, quality, sophistication, and mindful production practices, that thoughtfully represent customer needs, shared ideals, and community values. **La Flora LLC** will carve out a significant niche among competitors using sales, marketing and presentation methods that reflect a deeper understanding of the context for adult-use cannabis.

6.2 Marketing Strategy

Value Proposition - **La Flora LLC** will offer for retail sale exceptional flower and THC-infused products offering customers the convenience and pleasure of a premium cannabis experience.

Our high-quality cannabis products will be created by cultivators and manufacturers using careful cultivation, processing and extraction methods that demonstrate respect for the needs and nature of the cannabis plant. **La Flora LLC** product users will, through the purchase of our products, signal their appreciation for a locally-sourced, sophisticated, flavorful product, available from a supplier that reflects the needs and values of their community.

The customer will recognize **La Flora LLC** as a brand retailer that offers an entirely natural product free from contaminants; where quality, consistency, and an appreciation of the recreational and healthful benefits of cannabis are held in high esteem.

La Flora LLC customers, together with **La Flora LLC**, will take an active role in supporting events and activities that matter to the community on a local or national level; and together, will take part in those endeavors through the various means from support to sponsorship.

Product Differentiation - The biggest players in the market use cultivation and extraction techniques that often require the use of chemicals such as butane or methods that tend to strip the integrity and flavor of the cannabis plant, leaving a discernible aftertaste. While this approach aids product consistency, reduces costs, and simplifies processing, it inevitably compromises the end-product.

La Flora LLC's core flower products will consist of the standard eighth, quarter, and half ounce sizes, carefully pre-packaged to preserve quality and freshness. This will eliminate both the tendency of bud tenders to break large buds or colas into smaller buds which dry out and blend in with inferior product before resale and will also eliminate extraneous odors.

La Flora LLC's ensures that we source products that maintain and amplify the cannabis plant's natural characteristics, preserving the flavor, complexity, and healthful benefits for which it is valued and appreciated. We achieve this by buying products created using methods that compete favorably with industrial cultivation techniques while producing a superior product using processes that offer excellent energy efficiency and minimal environmental impact when compared to other approaches.

Direct marketing through our retail drivers – As the main thrust of our marketing efforts is to build a brand and product loyalty relationship with both resellers and end-users, our marketing and sales efforts must work hand in hand. We will engage our client-base personally with a range of marketing collateral that includes, but is not limited to, product information leaflets, safe product use information, advertising posters, product displays, and community campaign literature to support our wholesale and retail sales efforts. We will establish marketing partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – The Massachusetts regulations regarding cannabis advertisements through print advertising, online advertising, sponsorship and more, present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow paid, cannabis-related advertisements across their medium. Federal laws that currently prohibit the sale of cannabis products across state lines devalue any need for brand-building beyond adjoining state borders in the short term.

As long as the principal market for our immediate future lies within the state of Massachusetts and surrounding states, this is where the main thrust of our advertising opportunities lie. While there are numerous national cannabis advertising lacking for the more discerning or sophisticated demographic,

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. All pricing will ultimately be determined by economic and marketplace conditions, not least those driven by competitors and their pricing models. Nonetheless, cannabis products enjoy – in no small degree – the benefits of commodity values. Most vendors have a good idea of the fair market price for cannabis products, as do the majority of current consumers. Our target market users will seek out, or be attracted to, a product that offers quality and value.

Promotion - The **La Flora LLC** Brand and products will be promoted through the following means:

Branding through product appearance and packaging – **La Flora LLC** products will be attractively presented in a manner that suggests and reinforces the high-quality cannabis experience for which they stand. Our pure flower and THC-infused product packaging will boast design attributes that make them unique, distinctive, and distinguishable from afar.

Customer engagement through community support activities – **La Flora LLC** embraces community outreach, engagement, and support as a central tenet of our brand ethos. We aim to support activities, events, and organizations that benefit the local community and the causes our client-base support. Through packaging, marketing collateral and advertisements, current and prospective customers will be invited to visit our website and share in our support of local charities and organizations. These efforts will demonstrate **La Flora LLC** customers' values to the local community while reinforcing the **La Flora LLC** brand.

Direct advertising – The most straightforward and unfettered means of advertising to current and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral (available from our retail sellers) in product packages, on websites, and social media, current and prospective customers will be invited to participate in our program of community campaigns and events.

La Flora LLC will navigate the state advertising regulations by a policy of indirect advertising; leveraging our educational and community outreach programs to build brand and product awareness, through advertorials and carefully "sanitized" brand messaging and advertisements aimed exclusively at the target Massachusetts demographic, and direct advertising through our customer database as this grows via promotional activities.

Customer Service Excellence - **La Flora LLC** must engage their customers with superlative customer service. It is essential that each member of staff knows our products well, can speak to our brand ethos, and understands customer needs and expectations. The entire **La Flora LLC** team must strive to act as individual brand ambassadors at all times.

Sales and Marketing Relationship: As a retail vendor of cannabis products **La Flora LLC** is compelled to approach the sales and marketing challenge with firm intent. We must strive to successfully engage our target market groups in a manner that facilitates sales by creating the desire to purchase among the end-user audience. Retail customers will learn about our product range and will be enticed to select our store and/or our products above others through the activities mentioned above. Our marketing strategy will ensure that wholesale customers view **La Flora LLC** as a thoughtful, reliable and knowledgeable product supplier offering branded products with which its customers can readily identify. At the same

time, end-users will view **La Flora LLC** as a responsible, mindful supplier of high-quality cannabis products that meets their consumption needs in a manner that also satisfies their ethical, environmental, health, and recreational aspirations.

Marketing Objectives: To persuade consumers that our brand and products represent qualities and features that they desire.

Market Channels - Retail sales of cannabis are strictly limited to licensed retail outlets, medical cannabis dispensaries and, in the future, cannabis cafes and smoke clubs as well as delivery. The location, presence, and licensing status of these establishments are publicly available through a single online source. Regulations effectively preclude opportunities for online purchases as the transportation of cannabis products is strictly regulated. Similarly, home delivery licenses are not yet permitted. **La Flora LLC** will sell its products solely through our licensed retail delivery cannabis establishment.

Educational activities – Massachusetts state regulations encourage all licensed cannabis establishments to provide relevant educational opportunities for their local communities. **La Flora LLC** has created a comprehensive series of courses and lectures and will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos.

Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data. The courses include:

- Cannabis 101 – An introduction to the complex world of cannabis.
- Effective Medicinal Cannabis Use to Manage Ailments
- Cannabis Use for Seniors
- The cannabis Industry – An introduction to entrepreneurship in the industry.

Community informational activities – The **La Flora LLC** team will engage in support of lectures, seminars, and promotional exercises at our retail outlet and community events. These activities may include educational activities, allowing **La Flora LLC** to partner in activities that help us

- Persuade consumers that our brand and product fit well with their consumption patterns, lifestyle and self-image.
- Engage consumers in our community supportive marketing efforts.
- Satisfy and exceed customer service expectations.

Retail Target Market - The traditional thrust of the Massachusetts cannabis market will aim to serve men in the 21-40 years age group primarily. While this is a market we fully intend to exploit, anecdotal evidence suggests that the real growth market lies elsewhere. **La Flora LLC** aims to direct its products, marketing, and branding at three additional groups that we see as the emerging market.

- **Consumers over 40 years old** – Those over 40 years old are statistically the highest earners in the household. They are more likely to have mature, sophisticated tastes, more aches and pains, a greater appreciation for high-quality products, and a willingness to pay for this higher quality.
- **Adult female consumers** – With a tendency for the industry to aim marketing at men in the 21-40 years age group, women struggle to find products with which they can readily identify. Our products will be presented and packaged in a manner that women will find attractive, and that will demonstrate that cannabis is a product for them rather than a male-dominated culture to which they must adapt.

- **Independent medical consumers** – While medical marijuana dispensaries will undoubtedly continue to thrive in one form or another, many current medical marijuana patients are merely regular consumers leveraging medical marijuana as a means to legitimize their purchase of adult-use cannabis. The advent of retail outlets will effectively eliminate the need for such patients to visit dispensaries to fulfill their marijuana needs. Genuine medical consumers with a good understanding of which form of marijuana offers them the benefits that they seek them and new medical consumers who prefer to explore the benefits of cannabis through anecdotal advice or recommendations, will possibly do so through retail outlets rather than medical dispensaries.

6.3 Sales Strategy

Target Sales Market



As a wholesale and retail delivery sales operation, our primary target sales market must be the current and potential adult consumers. It is challenging to make an exact prediction of the number of future retail outlets that will be created statewide. We can make sensible estimates, however. There are currently 34 medical cannabis outlets in the state, most of which will likely make a rapid transition to selling recreational cannabis or supplying cannabis to retail outlets.

Based on the fact that there are some 200 marijuana dispensaries awaiting licensure through the Commission, and that some of these will likely opt to apply for recreational retail licenses, it is estimated that by the end of 2022, well over one hundred adult-use cannabis retail outlets will have received provisional licenses, with around the same number of store applications pending. Naturally, these will be spread throughout the cities and towns of the state that have not chosen to prohibit cannabis or have not imposed a moratorium. Delivery businesses, all of which must be owned by equity applicants, have begun to be licensed as well, with over a dozen expected to be up and operational by year's end.

6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available (in escrow, initially), and have been obtained from legitimate sources. The **La Flora LLC** business plan demonstrates a need for **\$235,400** in capital expenditure for space preparation, fit-out, systems, and equipment, and a further **\$57,300** to meet initial licensing needs, and the establishment of a strategic reserve totaling **\$250,000** during the first twelve months of operation. These initial funds are readily available and privately funded.

License Application

The process for license application is divided into three principal "packets." These packets may be submitted simultaneously or sequentially. Each packet must be approved before the next will be

considered. However, all packages must be submitted before any review commences. All three packages and the application fees must be fully approved before a provisional license will be granted. Once a provisional license has been granted the state will verify the approval of the relevant municipality. Subsequently, the state relevant will perform specific inspections before allowing construction to commence which, when completed satisfactorily, will lead to a full license. No production activity or retail sales may begin before a full license has been granted.

Construction, Fit-out, and Systems Acquisition

The **La Flora LLC** facility will be constructed, installed and commissioned under the supervision of an architect.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for cannabis establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential that we ensure our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

7. Management and Staff

The proper management of all aspects of the proposed project is crucial to the success of **La Flora LLC**. We will bring together a diverse team that offers the direct experience and knowledge to achieve both our business and community goals. The principal owners and operators will be: Shanel Lindsay, Alli and Raph Greenberg, and Shahram Moghaddam.

Ezra Parzybok: Licensing, Compliance and marijuana operating procedures. Ezra will serve as **La Flora LLC's** consultant in compliance, licensing, etc. He has provided consultation to retail, cultivation, independent lab, manufacturing, and delivery teams since 2017 and has developed relationships with ancillary professionals as well as CCC staff to keep projects efficient, well-managed, and compliant.

7.1 Personnel plan

Making allowances for sickness, personal days, vacations, and the like, we anticipate 7 full-time employees with salaries ranging from \$30,000 to \$60,000 per annum, and hourly staff wages starting \$15 per hour. We feel that a living wage will help build and solidify a team that is inspired to contribute to the success of **La Flora LLC** and the city of Hanson.



Delivery Operator Regulatory Requirements **as per 935 CMR 500.000**

La Flora LLC, the proposed delivery operator which will operate at a unique address assigned by the town at the Impressed LLC facility located at 15 Commercial Way, Hanson. All delivery vehicles must have two drivers, all deliveries are filmed with a body camera, all product is locked in container which is then secured to the inside of the vehicle containing surveillance cameras on the product and driver.

Employees will be trained in security, vehicle safety, delivery protocols, robbery procedures, and any security incidents must be reported to the CCC and video surveillance footage is to be made immediately available to inspectors.

Below are the primary security aspects of delivery. As this is an adult-use marijuana delivery model, the security requirements surpass the medical marijuana home delivery regulations which have been in place for several years. Medical marijuana has no restrictions for delivering to residents in any municipality in Massachusetts and does not require body cams. Thus, medical marijuana patients have been safely and securely receiving marijuana product in Hanson, presumably without incident, since 2015 when the first medical marijuana dispensaries opened.

Definitions:

Marijuana Wholesale Delivery Licensee

(a) A Marijuana Wholesale Delivery Licensee may Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness, or Craft Marijuana Cooperative and sell and deliver directly to Consumers. A Marijuana Wholesale Delivery Licensee may be an Owner of or have a controlling interest in a Cultivation, Product Manufacturing, Social Consumption Establishment, Research, Transportation or Retail license, subject to the limitations stated in 935 CMR 500.050(11)(e).

(b) A Marijuana Wholesale Delivery Licensee shall operate a warehouse for the purpose of storing Finished Marijuana Products.

Marijuana Wholesale Delivery License or Marijuana Delivery Operator means an entity authorized to purchase at Wholesale and Warehouse Finished Marijuana Products acquired from a Marijuana Cultivator, Marijuana Product Manufacturer, Microbusiness

or Craft Marijuana Cooperative, and sell and deliver Finished Marijuana Products, Marijuana Accessories and Marijuana Branded Goods directly to Consumers, but shall not operate a storefront under this license. A Marijuana Wholesale Delivery License shall not be considered to be a Marijuana Retailer under 935 CMR 500.002: Definitions or 935 CMR 500.050: Marijuana Establishments and shall be subject to 935 CMR 500.050 (1)(b): Control Limitations.

Warehouse means an indoor structure or a portion of the structure on the licensee's Premises used by a Marijuana Establishment for the onsite storage of Marijuana and Marijuana Products in compliance with the regulatory requirements of 935 CMR 500.000 including the requirements for security, storage and disposal. For Wholesale Delivery Licensees, the location of the Warehouse shall be the Licensee's principle place of business in the host community.

Warehousing means the onsite storage of Marijuana and Marijuana Products that have been purchased at wholesale for eventual resale.

Wholesale means the Transfer of Marijuana or Marijuana Product between Marijuana Establishments. Wholesale Agreement means a contract between Marijuana Establishments defining the terms of Transfer of Marijuana or Marijuana Products between the Marijuana Establishment.

Delivery Operator is a "Warehouse" Style Delivery Model:

In the case of the La Flora LLC and Impressed LLC partnership, an area within Impressed LLC's facility would be leased by La Flora LLC and would request a unique address from the town such as 15 Commercial Street "Suite 1." The La Flora facility would have:

- (a) Orders for home delivery by a Delivery Operator that shall be received by the Delivery Operator via an online Point Of Sale system that is integrated into METRC, the state tracking system.
- (b) Only Finished Marijuana Products that are Shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration may not be allowed to be delivered by a Delivery Operator.

(c) A Delivery Operator shall deliver only to the Residence address provided. A Delivery Operator shall be prohibited from delivering to college- or university-designated dormitories or housing; and federal public housing identified at <https://resources.hud.gov/>.

(d) A Delivery Operator shall only acquire from its inventory at its Warehouse and deliver Finished Marijuana Products for which a specific order has been received by the Licensee. Delivery Operators are prohibited from loading a delivery vehicle for deliveries and delivering Finished Marijuana Products without a specific order destined for an identified Residence. An order may be generated directly through a Delivery Operator or through a Third-party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g).

(e) Delivery Operators are prohibited from delivery of more Finished Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1). An Individual Order may not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935CMR500.145(5). A Delivery Operator shall only deliver one Individual Order, per Consumer, during each delivery.

(f) A Delivery Operator may not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours.

(g) Prior to fulfilling an Individual Order for delivery to a Consumer, each Finished Marijuana Product shall be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) before transportation by the Delivery Operator.

(h) Any Delivery Item that is undeliverable or is refused by the Consumer shall be transported back to the originating Delivery Operator's Warehouse that provided the product once all other deliveries included on a delivery manifest have been made.

Procedures for La Flora LLC Wholesale Delivery:

General Requirements:

(a) A Delivery-only License is a necessary prerequisite for the delivery of Marijuana and Marijuana Products directly to Consumers.

(b) Prior to commencing operations, Delivery-only Licensee shall comply with all operational requirements imposed by: 935 CMR 500.105; 935 CMR 500.110(8) Security; and 935 CMR 500.145.

(c) All individuals delivering marijuana or marijuana products for Marijuana Delivery Operator (MDO) Licensee shall be employees of the MDO and shall hold a valid Marijuana Establishment Agent registration.

Our agreement with our Third-party Technology Platform Provider shall be available for inspection as part of the requirements for licensure in 935 CMR 500.101 and shall be subject to the control limitations under 935 CMR 500.050(1)(a).

We will notify the Commission within 5 days of any substantial modification of our agreement with our Third-Party Technology Platform Provider. Our Third-party Technology Platform will comply with privacy and consumer protection standards established by the Commission.

The maximum retail value of any Marijuana or Marijuana products in our delivery vehicles at any one time shall be \$10,000. All Marijuana and Marijuana Product deliveries shall be tracked using a Seed-to-sale SOR as designated by the Commission.

Any deliveries will be geographically limited to:

1. NOTE: Hanson does NOT allow delivery;
2. Any municipality which allows for retail within its borders whether or not one is operational; or
3. Any municipality which after receiving notice from the Commission, has notified the Commission that delivery may operate within its borders.

All deliveries of Marijuana or Marijuana Products must be completed before 9:00 P.M. local time or the time determined by municipal bylaw or ordinance, whichever occurs first, and deliveries of Marijuana or Marijuana Products shall not occur between the hours of 9:00 P.M. and 8:00 A.M. unless otherwise explicitly authorized by municipal bylaw or ordinance.

We will minimize the amount of cash carried in the delivery vehicle at any one time. Our company will comply with the requirements of 935 CMR 500.110(7) for purposes of cash transport to financial institutions.

Orders:

All orders must be called in or placed online in advance of delivery and we will only deliver Marijuana or Marijuana Products for which a specific order has been received and we will not

deliver Marijuana or Marijuana Products without a specific order destined for an identified Residence.

Only Marijuana Products that are shelf-stable may be delivered. Products that are perishable or time and temperature controlled to prevent deterioration shall not be allowed to be delivered by a Delivery-only Licensee.

We will deliver Marijuana or Marijuana Products only to the Residence address provided and we will not deliver to college or university dormitories; and federal public housing identified at <https://resources.hud.gov/>.

We will not deliver more Marijuana or Marijuana Products to an individual Consumer than the individual possession amounts authorized by M.G.L. c. 94G, § 7(a)(1).

An order may be generated directly through a Delivery Operator or through a Third- party Technology Platform identified to the Commission under 935 CMR 500.145(1)(g) *935 CMR 500.145(3)*

An Individual Order shall not exceed one ounce of Marijuana or its dry-weight equivalent. The Individual Order shall only be delivered to the individual Consumer identified on the order after verification of the individual's identity consistent with the requirements of 935 CMR 500.140(2)(d) and 935 CMR 500.145(3).

We will only deliver one Individual Order, per Consumer, during each delivery. Each order must be packaged and labeled in accordance with 935 CMR 500.105(5) and (6) originating the order prior to transportation from our warehouse.

We will not deliver to the same Consumer at the same Residence more than once each calendar day and only during authorized delivery hours. *935 CMR 500.145(3)*

Any Marijuana or Marijuana Product that is undeliverable or is refused by the Consumer shall be transported back to the originating Marijuana Establishment that provided the product once all other deliveries included on a delivery manifest have been made.

We are prohibited from maintaining custody of Marijuana or Marijuana Products intended for delivery overnight. It is our responsibility to ensure that any undelivered product is returned to the warehouse and not retained in the vehicle.

Orders Fulfilled by Wholesale Delivery Licensees. All orders for deliveries made by a Wholesale Delivery Licensee shall comply with 935 CMR 500.145(1)(f) and the following requirements:

- Orders for home delivery by the MDO shall be received by the MDO.
- Only finished marijuana/products which are shelf-stable may be delivered.

- We will not deliver perishable or time/temperature controlled to prevent deterioration products.
- We will only deliver to a residential address provided in the order.
- Any item undeliverable or refused shall be returned to the warehouse and entered into the manifest.

Our company will require any Consumer making a purchase for delivery to have the valid government-issued identification card a Consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Delivery Operator prior to the first Individual Order. *935 CMR 500.145(5)*

Third-Party Platforms:

1. We may use a Third-party Technology Platform Provider to facilitate orders by Consumers, and as permitted Patients or Caregivers. *935 CMR 500.145(1)*
2. Through our Delivery License, in our engagement with a Third-party Technology Platform Provider we will ensure compliance with the consumer and patient protection standards established by M.G.L. c. 94G and c. 94I. *935 CMR 500.145(1)*
3. The Commission will be notified in writing on an ongoing basis of any new or additional or assigned agreements between a Delivery Licensee and a Third-party Technology Platform Provider within five days. *935 CMR 500.145(1)*
4. Marijuana Retailers utilizing a Delivery Licensee such as our company for consumer transactions shall use best efforts to implement platforms for the electronic payment of funds. *935 CMR 500.145(1)*
5. Our company will only acquire from its inventory at its Warehouse and deliver Finished Marijuana Products for which a specific order has been received by the our company. *935 CMR 500.145(3)*

Consumer Age Verification:

Any Consumer making a purchase for delivery must have the government-issued photo identification a Consumer intends to use to verify her or his age at the time of delivery examined and authenticated by the Marijuana Agent prior to the first Individual Order.

Pre-verification of the Consumer's identification will be performed in-person at the residence or through a Commission-approved electronic means and shall include examination of the

Consumer's valid, unexpired government-issued photo identification that bears a date of birth in accordance with 935 CMR 500.140(2)(d).

We are prohibited from performing a delivery to any Consumer who has not established an account for delivery through Pre-verification of the Consumer's identification.

Delivery drivers must not deliver Marijuana or Marijuana Products to any Person other than the Consumer who ordered the Marijuana or Marijuana Products

Agents must verify the age and identity of the Consumer at the time at which the Marijuana or Marijuana Products are delivered to the Consumer at a Residence to ensure that Marijuana and Marijuana Products are not delivered to individuals younger than 21 years old.

Prior to relinquishing custody of the Marijuana or Marijuana Products to the Consumer, the Agent conducting the delivery shall verify that the identification of the Consumer receiving the Marijuana or Marijuana Products matches the pre-verified identification of the Consumer who placed the order for delivery by:

1. Viewing the valid government-issued photo identification as provided for Pre-verification under 935 CMR 500.145(3)(a);
2. Viewing proof of order generated at the time of order; and
3. Receiving the signature of the Consumer who ordered the Marijuana or Marijuana Products on the manifest for the Marijuana or Marijuana Products and verifying that the signature matches the government-issued photo identification presented.

Vehicle and Transport Requirements for Home Delivery:

1. Vehicles used for home delivery by our Marijuana Establishment, under our Delivery, shall be owned or leased by us, shall be properly registered as commercial vehicles, and inspected and insured in the Commonwealth of Massachusetts.
2. Vehicles used for home delivery may be parked overnight at the address identified as the Licensee's place of business or another location, provided that keeping the vehicle at the identified location complies with all general and special bylaws of the municipality.
3. Vehicles used for delivery by our Marijuana Establishment, under our Delivery Endorsement, shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.
4. Our delivery vehicles shall have no external markings, words or symbols that indicate the vehicle is being used for home delivery of Marijuana or Marijuana Products.

5. All of our vehicles used for home delivery shall be staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.
6. Marijuana and Marijuana Products must not be visible from outside the vehicle.
7. All Marijuana and Marijuana Products shall be stored in a secure, locked storage compartment that is a part of the vehicle and complies with the requirements of 935 CMR 500.110(8).
8. Each vehicle used for deliveries of Marijuana and Marijuana Products shall be equipped with a secure, locked storage compartment for the purpose of transporting and securing cash used as payment. This compartment shall be separate from compartments required under 935 CMR 500.145(4)(h) for the transport of Marijuana and Marijuana Products.
9. In the case of an emergency stop during the transportation of Marijuana or Marijuana Products, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.
10. The Marijuana Establishment Agents in the vehicle shall provide notice of the location of the stop and employ best efforts to remain in contact with our Marijuana Establishment.
11. The Marijuana Establishment Agents transporting Marijuana or Marijuana Products for home delivery shall contact our Marijuana Establishment with a fixed location when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes.
12. We shall maintain a separate log for each vehicle in use for home deliveries.
13. We shall record the following for each delivery:
 - a. The location of the originating Marijuana Establishment and date and time the vehicle leaves the location;
 - b. The mileage of the transporting vehicle at departure from the Marijuana Establishment mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment;
 - c. The date and time of departure from the Marijuana Establishment and arrival at each Consumer destination for each delivery; and
 - d. An entry indicating the date and time of the last delivery in an order.

14. Our delivery routes shall remain shall within the Commonwealth of Massachusetts at all times.
15. We shall make every effort to randomize our delivery routes.
16. We shall not transport products other than Marijuana and Marijuana Products during times when are performing home deliveries.
17. It is strictly prohibited to carry firearms in our vehicles or on the persons of Marijuana Establishment Agents performing home deliveries.

Manifests:

1. Every home delivery shall have a manifest produced by the warehouse.
2. A manifest shall be completed in duplicate, with the original manifest remaining with the warehouse.
3. The manifest shall be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of our company.
4. A signed manifest shall serve as the written record of the completion of the delivery.
5. The manifest must, at a minimum, include:
 - a. The originating Marijuana Retailer name, address, and License number;
 - b. The name and License number of the Licensee performing the home delivery;
 - c. The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery;
 - d. The Consumer's name and address;
 - e. A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product;
 - f. Signature lines for the agents who transported the Marijuana or Marijuana Products;
 - g. A signature line for Consumer who receives the Marijuana or Marijuana Products; and

- h. The Delivery Operator vehicle make, model, and license plate number.
- i. The manifest shall be maintained within the vehicle during the entire transportation process until all the deliveries are completed.
- j. A Marijuana Establishment shall retain all transportation manifests for no less than one year and make them available to the Commission on request.

Warehousing:

1. A Delivery Operator shall operate a Warehouse for the storage of Finished Marijuana Products and preparation of Individual Orders for Delivery.
2. Warehouses shall comply with all applicable requirements of 935 CMR 500.110.
3. Warehouses shall comply with all requirements of 935 CMR 500.105(11).
4. Warehouses shall incorporate a sally port or loading area immediately adjacent to the Warehouse that enables the transfer of Finished Marijuana Products into a vehicle for delivery.

Limitation on Sales.

In accordance with M.G.L. c. 94G, § 7, a Delivery Operator may not knowingly sell more than one ounce or its combined dry weight equivalent in Finished Marijuana Products to Consumers per day.

1. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate including, but not limited to, Tinctures.
2. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in Edibles.

Topicals and ointments shall not be subject to a limitation on daily sales.

A Delivery Operator may not sell Finished Marijuana Products in excess of the potency levels established by 935 CMR 500.150(4).

A Delivery Operator shall demonstrate that it has a point-of-sale system that does not allow for a transaction in excess of the limit established in 935 CMR 500.140(3) or the potency levels established in 935 CMR 500.150(4).

Unauthorized Sales and Right to Refuse Sales or Delivery:

A Delivery Operator shall refuse to sell or deliver Finished Marijuana Products to any Consumer who is unable to produce valid proof of government-issued identification.

A Delivery Operator shall refuse to sell or deliver Finished Marijuana Products to a Consumer if, in the opinion of the Marijuana Establishment Agent based on the information available to the agent at that time, the Consumer or the public would be placed at risk. This includes, but is not limited to, the Consumer engaging in daily transactions that exceed the legal possession limits or that create a risk of diversion.

A Delivery Operator may not sell or deliver to an individual more than one ounce or its dry weight equivalent in Finished Marijuana Products per transaction. A Delivery Operator may not knowingly sell or deliver to an individual more than one ounce or its dry weight equivalency in Finished Marijuana Products per day.

A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing nicotine if sales of tobacco or cigarettes would require licensure under state law.

A Delivery Operator is prohibited from selling or delivering Finished Marijuana Products containing alcohol if sales of such alcohol would require licensure pursuant to M.G.L. c. 138.

Recording Sales:

A Delivery Operator shall only utilize a point-of-sale system approved by the Commission, in consultation with the DOR.

A Delivery Operator may utilize a sales recording module approved by the DOR.

A Delivery Operator is prohibited from utilizing software or other methods to manipulate or alter sales data.

A Delivery Operator shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.

A Delivery Operator shall maintain records that it has performed the monthly analysis and produce it on request to the Commission.

If a Delivery Operator 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 and DOR;
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.

Security Requirements:

(a) A Marijuana Establishment licensed as a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall implement adequate security measures to ensure that each vehicle used for transportation of Marijuana and Marijuana Products is not readily accessible to unauthorized individuals and to prevent and detect diversion, theft or loss of Marijuana. Security measures shall, at a minimum, include for each operational delivery vehicle:

1. A vehicle security system that includes an exterior alarm;
2. A secure, locked storage compartment in each vehicle and not easily removable for the purpose of transporting the Marijuana or Marijuana Products;
3. A secure, locked storage compartment in each vehicle that is not easily removable for the purpose of transporting and securing cash used as payment for deliveries of Marijuana or Marijuana Products;
4. A means of secure communication between each vehicle and the Marijuana Establishment's dispatching location which shall be capable of being monitored at all times that a vehicle is performing a delivery route. Means of communication shall include:
 - a. Two-way digital or analog radio (UHF or VHF);
 - b. Cellular phone; or
 - c. Satellite phone.
5. A global positioning system (GPS) monitoring device that is:
 - a. Not a mobile device and that is attached to the vehicle at all times that the vehicle contains Marijuana or Marijuana Products; and
 - b. Monitored by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement at a fixed location during the transportation of Marijuana

or Marijuana Products for the purpose of home delivery with location checks occurring at least every 30 minutes. The Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement may delegate monitoring of the GPS to the Third-party Technology Platform Provider with which the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement has a contract, provided that the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall be responsible for ensuring that monitoring occurs as required under 935 CMR 500.110(8).

6. A video system that includes one or more video cameras in the storage area of the vehicle and one or more video cameras in the driver area of the vehicle and which shall remain operational at all times during the entire transportation process and which shall have:

- a. The ability to produce a clear color still photo whether live or recorded; and
- b. A date and time stamp embedded in all recordings which shall be synchronized and set correctly at all times and may not significantly obscure the picture.

7. All security equipment in each vehicle shall be in good working order and shall be inspected and tested at regular intervals, not to exceed 30 calendar days from the previous inspection and test.

(b) Agents engaged in the delivery of Marijuana or Marijuana Products to a Consumer shall have on their person an operational body camera during all times that the Marijuana Establishment Agent is outside of the delivery vehicle for the purpose of transacting a delivery

1. The body camera shall record all deliveries.
2. Consumers shall be notified of the use of body cameras to record delivery transactions at the time of order, on the proof of order and by the Marijuana Establishment agent on arrival at the Residence.
3. In addition to providing notice, body cameras shall be displayed conspicuously on the Marijuana Establishment Agent's person.
4. A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall maintain video from body cameras confidentially and protected from disclosure to the full extent allowed by law. The Licensee shall implement data security, records retention, and record destruction policies for body camera video in compliance with applicable federal and state privacy laws including, but not limited to, the Driver Privacy Protection Act, 18 USC § 2721, the Massachusetts Identify Theft Act, M.G.L. c. 93H, 201 CMR 17.00: *Standards for the Protection of Personal Information of Residents of the Commonwealth*, and the Fair Information Practices Act, M.G.L. c. 66A.

5. Video of deliveries shall be retained for a minimum of 30 days, or, with notice to the Delivery Licensee or Marijuana Establishment with a Delivery Endorsement, for the duration of an investigation by the Commission or by law enforcement, whichever is longer. To obtain video from a Licensee as part of an investigation, Commission staff shall consult with the Executive Director and to the extent possible, view the video at the place of storage.

6. A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement may not share or disclose any portion of the information or video footage collected as the result of the use of a body camera pursuant to 935 CMR 500.110(8)(b) to any third-party not explicitly authorized by 935 CMR 500.000 to have access to that video footage, subject to the exceptions in 935 CMR 500.110(8)(b)6.a. and b.

7. A Licensee or Marijuana Establishment shall make video footage available to law enforcement officers acting in his or her official capacity pursuant to a validly issued court order or search warrant demonstrating probable cause.

(c) Nothing in 935 CMR 500.110(8)6. shall prohibit law enforcement from performing a constitutionally valid search or seizure including, but not limited to, circumstances that present an imminent danger to safety, and other exceptional or emergency circumstances where time or opportunity to apply for a warrant is lacking.

(d) Transporting Marijuana and Marijuana Products for home delivery shall ensure that all vehicles used for deliveries are staffed with a minimum of two Marijuana Establishment Agents. At least one Marijuana Establishment Agent shall remain with the vehicle at all times that the vehicle contains Marijuana or Marijuana Products.

(e) All Marijuana Establishment Agents acting as delivery employees of a Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement must have attended and successfully completed Responsible Vendor Training Basic Core Curriculum and Delivery Core Curriculum courses in accordance with 935 CMR 500.105(2)(b) prior to making a delivery.

(f) A Marijuana Establishment Agent shall document and report any unusual discrepancy in inventory to the Commission and the local Law Enforcement Authorities in which the establishment is licensed within 24 hours of the discovery of such a discrepancy.

(g) A Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement shall report to the Commission and local law enforcement any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport immediately and, under no circumstances, more than 24 hours of becoming aware of any accidents, diversions, losses, or other reportable incidents and shall otherwise comply with the incident reporting requirements set forth under 935 CMR 500.110(9).

(h) The following individuals shall have access to Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement operations and vehicles, including video recordings:

1. Representatives of the Commission in the course of responsibilities authorized by M.G.L. c. 94G or 935 CMR 500.000;
2. Representatives of other state agencies acting within their jurisdiction; and
3. Law Enforcement Authorities and emergency medical services in the course of responding to an emergency.
4. Law Enforcement Authorities or public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.

(i) All vehicles used by the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement for home delivery are subject to inspection and approval by the Commission prior being put into use. It shall be the Delivery Licensee or a Marijuana Establishment with a Delivery Endorsements responsibility to make the Commission aware of its intent to introduce a new vehicle into operation and ensure an inspection of the vehicle prior to commencing operation.

(j) Firearms are strictly prohibited from Delivery Licensee or a Marijuana Establishment with a Delivery Endorsement vehicles and from Marijuana Establishment Agents performing home deliveries.

Incident Reporting:

(a) A Marijuana Establishment shall notify appropriate Law Enforcement Authorities and the Commission of any breach of security or other reportable incident defined in 935 CMR 500.110(9) immediately and, in no instance, more than 24 hours following discovery of the breach or incident. Notification shall occur, but not be limited to, during the following occasions:

1. Discovery of inventory discrepancies;
2. Diversion, theft or loss of any Marijuana Product;
3. Any criminal action involving or occurring on or in the Marijuana Establishment Premises or Licensee or agent;
4. Any suspicious act involving the sale, cultivation, distribution, Processing or production of Marijuana by any Person;
5. Unauthorized destruction of Marijuana;
6. Any loss or unauthorized alteration of records related to Marijuana;

7. An alarm activation or other event that requires a response by public safety personnel, including but not limited to local law enforcement, police and fire departments, public works or municipal sanitation departments, and municipal inspectional services departments, or security personnel privately engaged by the Marijuana Establishment;
8. The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours;
9. A significant motor vehicle crash that occurs while transporting or delivering Marijuana or Marijuana Products and would require the filing of a Motor Vehicle Crash Operator Report pursuant to M.G.L. c. 90 § 26; provided however that a motor vehicle crash that renders the Licensee's vehicle inoperable shall be reported immediately to state and local law enforcement so that Marijuana or Marijuana Products may be adequately secured; or
10. Any other breach of security.

(b) A Marijuana Establishment shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate Law Enforcement Authorities were notified.

(c) All documentation related to an incident that is reportable pursuant to 935 CMR 500.110(9)(a) shall be maintained by a Marijuana Establishment for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and Law Enforcement Authorities within their lawful jurisdiction on request.

(10) Security Audits. A Marijuana Establishment shall, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission. A report of such audit shall be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to the establishment's security system, the Marijuana Establishment shall also submit a plan to mitigate those concerns within ten business days of submitting the audit

Cash Handling and Transportation

1. An on-site secure locked safe or vault used exclusively for the purpose of securing cash obtained in deliveries and removed from the cash compartment of the vehicle within the secure delivery area of the dispatching facility shall be used in accordance with 935 CMRF 500.110(1)
2. Cameras are directed at all places where cash is kept, handled, and packaged and motion detectors will be installed in secure areas containing cash.
3. We shall have a written process for securing cash and ensuring transfers of deposits to our financial institution.

4. We shall use an armored transport provider in accordance with CMR 500.110(7) unless an alternative security measure is approved.

Armed Robbery Procedures

In the event of a robbery, there are four things that you must remember:

Remain calm

Remain alert

Remain observant

Comply with the robber's demands

Our company values its employees and their customers first and foremost. Inventory can be replaced, cash can be replaced, vehicles can be replaced, but human lives cannot. **Remember - there is nothing in the vehicle or facility worth dying for.**

1. In the event of an armed hold-up, comply with all demands in a polite, courteous and efficient manner.
2. Most perpetrators simply want to take the cash, and get away as quickly as possible. Follow the perpetrator's instructions and commands completely and without hesitation.
3. There should be no rapid, unexplained movements. If the opportunity arises that the employee is able to use a cell phone to dial 911 without being noticed, then do so with **extreme caution**.
4. If body cam on, do not turn off.
5. **Do not look into the robber's eyes, it will only heighten their anxiety about being recognized.** Our surveillance system will provide the police with the strongest identification of the perpetrator, so employees should carefully, if possible, attempt to recognize features of the robbers.
6. If possible, tell the employees that they are to do everything the perpetrator asks.
7. Open the locked cash compartment of product storage bin, and then back away. Allow the robber unfettered access to the money, so they will take what they want and hopefully leave quickly.
8. Avoid confrontation. This is not the time to engage the robber in small talk or to ask why they are doing this. There is no need for any sort of conversation that goes beyond "yes" or "no" unless asked for a specific answer by the perpetrator.
9. While the robbery is in progress, employees should make note of their physical characteristics - approximate height and weight, any sort of accent, distinguishing features such as scars or tattoos. If the perpetrator had a weapon was it held in their left or right hand? Was it a revolver, or a semi-automatic? Approximately how long was the barrel? Their clothing should also be observed - did they wear anything with a team insignia or brand name? Were they wearing any sort of brand name shoes or sneakers? Did they touch

anything with an ungloved hand or commit any act that may have left DNA evidence behind (spitting, drinking, smoking).

10. Once the perpetrator has left, do not attempt to follow them. Try to observe the make and model of the vehicle they left in, or the direction in which they ran. If possible, write down the license plate number. Any other potential evidence should be left untouched and protected from tampering until police arrive.



La Flora

“A home delivery option for discrete professionals, busy commuters, and those with disabilities.”

La Flora LLC in partnership with
Impressed LLC, 15 Commercial Way, Hanson

Shanel Lindsay, Esq. Owner/Operator

Security And Regulations

POINTS OF DISCUSSION

- Driver Training
- Vehicles
- Product Storage
- Facility Vault
- GPS Tracking Software
- ID Checks
- Manifests
- State Seed to Sale Tracking





Our Drivers



All Drivers are subject to CORI Background Checks and must complete comprehensive onboarding and training.

Here are some examples of the Responsible Vendor Training + Delivery Core Curriculum:

Safe Cash Handling Practices

De-escalation Strategies for Potentially Dangerous Situations

Collecting and Communicating Information to Assist in Investigations

Procedures for Checking Identification

Indications of Customer Impairment





A **Secure Facility** so no products can leave the building without us or law enforcement knowing.

ID Verification & Body Cams to ensure no diversion of product and promote responsible use.

Discrete Vehicles to minimize traffic, increase safety, and maximize privacy.

Secure Logistics as all products in delivery vehicles are stored in a locked container, tracked, and have predetermined destinations.



Benefit to Town

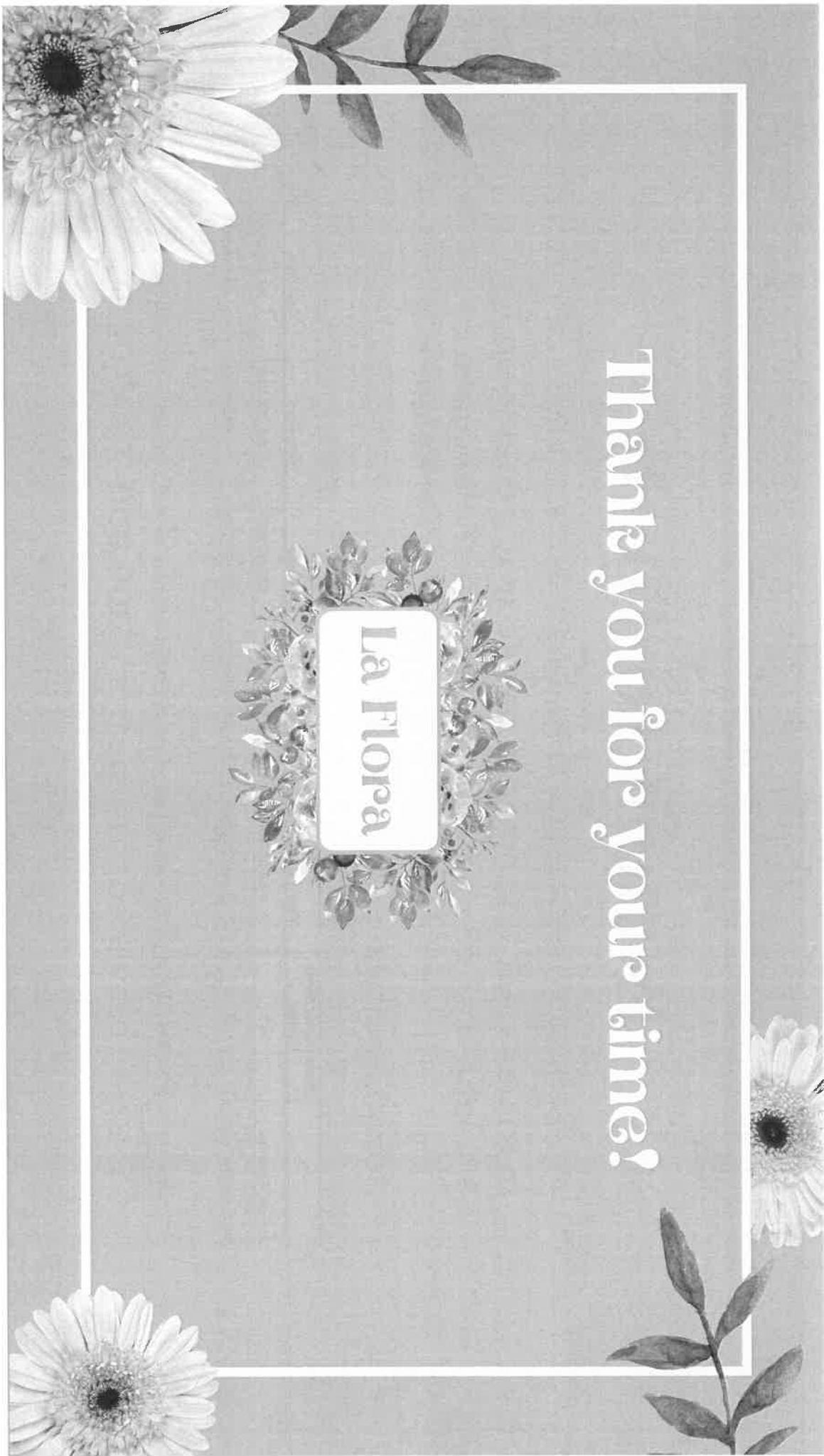
According to state law, communities in which marijuana establishments reside may receive up to 3% local tax revenue on recreational marijuana sales with an additional 1% if the establishment is Social Equity owned like La Flora LLC.

	Have not received license	Year 1 (2023)	Year two	Year Three	Year Four	Year Five
Annual Revenue	-	\$8,000,000	\$8,400,000	\$8,800,000	\$9,200,000	\$9,600,000
3% HCA+ 1% EE tax incentive	-	\$320,000	\$336,000	\$352,000	\$368,000	\$384,000

Projections of annual tax revenue La Flora may provide are estimated to range from **\$100,000 - \$800,000**

Thank you for your time!

La Flora



2022 La Flora LLC Projections

	Have not received license	Year one	Year two	Year Three	Year Four	Year Five
Usable Flower (lbs)	-	2000	2100	2200	2300	2400
Revenue per pound (delivery)	-	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Annual Revenue from delivery	-	\$8,000,000	\$8,400,000	\$8,800,000	\$9,200,000	\$9,600,000
3% Host Community Agreement + additional 1% tax incentive for EE business	-	\$320,000	\$336,000	\$352,000	\$368,000	\$384,000

Scenario #1

	Have not received license	Year one	Year two	Year Three	Year Four	Year Five
Usable Flower (lbs)	-	2000	2500	3000	3500	3500
Revenue per pound (delivery)	-	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000
Annual Revenue from delivery	-	\$10,000,000	\$12,500,000	\$15,000,000	\$17,500,000	\$17,500,000
3% Host Community Agreement + additional 1% tax incentive for EE business	-	\$400,000	\$500,000	\$600,000	\$700,000	\$700,000

Scenario #2

	Have not received license	Year one	Year two	Year Three	Year Four	Year Five
When Impressed received its manufacturing license						
Usable trim Flower (lbs)	-	766	900	1100	1300	1500
Revenue per pound (delivery)	-	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Annual Revenue from delivery	-	\$2,298,000	\$2,700,000	\$3,300,000	\$3,900,000	\$4,500,000
3% Host Community Agreement + additional 1% tax incentive for EE business	-	\$91,920	\$108,000	\$132,000	\$156,000	\$180,000

** These forecasts and projections are based on industry trends, circumstances involving clients and other factors. They involve risks, variables and uncertainties. Impressed actual performance results may differ from those projected in this

