



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR281525
Original Issued Date: 07/01/2019
Issued Date: 08/06/2020
Expiration Date: 09/01/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Boston Bud Factory Inc.

Phone Number: 413-575-9879
Email Address: frank.dailey@bostonbudfactory.com

Business Address 1: 73 Sargeant St
Business City: Holyoke
Business State: MA
Business Zip Code: 01040
Mailing Address 1: 37 Commercial St
Mailing City: Holyoke
Mailing State: MA
Mailing Zip Code: 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no
Priority Applicant Type: Not a Priority Applicant
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:
Department of Public Health RMD Registration Number:
Operational and Registration Status:
To your knowledge, is the existing RMD certificate of registration in good standing?:
If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 51
Role: Owner / Partner
Percentage Of Control: 51
Other Role: CEO

First Name: Franklyn	Last Name: Dailey	Suffix: IV
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49	Percentage Of Control: 49	
Role: Owner / Partner	Other Role: COO	
First Name: Carlo	Last Name: Sarno	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Franklyn	Last Name: Dailey	Suffix: IV
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$35000 Percentage of Initial Capital: 88
Capital Attestation: Yes		

Individual Contributing Capital 2

First Name: Carlo	Last Name: Sarno	Suffix:
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$5000 Percentage of Initial Capital: 12
Capital Attestation: Yes		

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Franklyn	Last Name: Dailey	Suffix: IV
Marijuana Establishment Name: Boston Bud Factory	Business Type: Marijuana Retailer	
Marijuana Establishment City: Holyoke	Marijuana Establishment State: MA	

Individual 2

First Name: Carlo	Last Name: Sarno	Suffix:
Marijuana Establishment Name: Boston Bud Factory	Business Type: Marijuana Retailer	
Marijuana Establishment City: Holyoke	Marijuana Establishment State: MA	

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 73 Sargeant St

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the establishment: 2000

How many abutters does this property have?: 37

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Boston Bud Factory Host Community Agreement Certification.PDF	pdf	5b64e00f3774233941392f00	08/03/2018
Community Outreach Meeting Documentation	Boston Bud Factory Community Outreach Meeting.PDF	pdf	5b64e04cd389b22d7bd62c6b	08/03/2018
Plan to Remain Compliant with Local Zoning	Plan for local zoning compliance.pdf	pdf	5b64e5344e62492d8f34366b	08/03/2018
Community Outreach Meeting Documentation	Boston Bud Factory Holyoke Public Outreach Meeting_Attestation_Newspaper Article.PDF	pdf	5bcb6cdea18c210c324325bc	10/20/2018
Plan to Remain Compliant with Local Zoning	Plan for local zoning compliance.pdf	pdf	5c18422d831c7b177943ee61	12/17/2018
Plan to Remain Compliant with Local Zoning	Plan for local zoning compliance.pdf	pdf	5c45f93b9ff0081b482165be	01/21/2019
Plan to Remain Compliant with Local Zoning	Boston Bud Factory Holyoke Special Permit.PDF	pdf	5c45f98f3779161b2a86f35f	01/21/2019

Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$0.01

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5b64e58ccea8212d4c7b41ed	08/03/2018
Other	Plan for local zoning compliance.pdf	pdf	5bcb6d2f3fbe330c461d2815	10/20/2018
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5bcb6de7a5b0140c1e4ba2fe	10/20/2018
Plan for Positive Impact	Boston Bud Factory Positive Impact Plan.PDF	pdf	5c1842863f3b1b178d9d041b	12/17/2018
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5c45f953b411c1126cefed09	01/21/2019
Plan for Positive Impact	Meg's Fight For A Cure Letter.PDF	pdf	5c4623dc9ff0081b48216607	01/21/2019
Plan for Positive Impact	Plan for Positive Impact Version 2.pdf	pdf	5ca2bab93d84de123a616030	04/01/2019
Other	Green Glove Service Agreement.pdf	pdf	5ca2bae2d7a931124ee07fde	04/01/2019
Other	Leary Resource Center Letter.pdf	pdf	5ca2baeab411c1126cf07a24	04/01/2019
Other	Nueva Esperanza Letter.PDF	pdf	5ca2bb29c4b7a71b66d177d2	04/01/2019
Other	Meg's Fight For A Cure Letter.PDF	pdf	5ca2bb3e3183181258e1fd8b	04/01/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:
First Name: Franklyn Last Name: Dailey Suffix: IV
RMD Association: Not associated with an RMD
Background Question: no

Individual Background Information 2

Role: Other Role:
First Name: Carlo Last Name: Sarno Suffix:
RMD Association: Not associated with an RMD
Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	Boston Bud Factory Certificate of Good Standing.pdf	pdf	5b5a6cc8065a6d348d6fc0e2	07/26/2018
Secretary of Commonwealth - Certificate of Good Standing	Boston Bud Factory Sec. of State Certificate.pdf	pdf	5b6a3966aa953e3937b5914b	08/07/2018
Articles of Organization	Boston Bud Factory Corporate Articles and Bylaws.PDF	pdf	5b6a397d37742339413931c6	08/07/2018

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	CertOfGoodStanding5-14-2020.pdf	pdf	5edd47db721f40180b730f99	06/07/2020
Department of Revenue - Certificate of Good standing	MACertOfGoodStanding.pdf	pdf	5f18467f4601b5701e614d34	07/22/2020
Department of Unemployment Assistance - Certificate of Good standing	MA DUA Certificate of Compliance.pdf	pdf	5f1846978767bb7013cb1071	07/22/2020

Massachusetts Business Identification Number: 001336702

Doing-Business-As Name: Boston Bud Factory

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Boston Bud Factory - Formal Business Plan	pdf	5b6a386337742339413931bc	08/07/2018

8-7-18.pdf				
Plan for Liability Insurance	Boston Bud Factory Liability Insurance Quote.PDF	pdf	5b6a387a8d67cc394b81ab0a	08/07/2018
Proposed Timeline	Proposed Timeline.pdf	pdf	5b6a3892da72283955c5fcec	08/07/2018
Proposed Timeline	Proposed Timeline.pdf	pdf	5bd7bd466906170d87938010	10/29/2018
Proposed Timeline	Proposed Timeline for Opening.pdf	pdf	5f1846c773630b702d45d256	07/22/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Personnel policies including background checks	Boston Bud Factory General Operating Procedures.pdf	pdf	5b6a38b9b60ce4391d87dd22	08/07/2018
Security plan	Boston Bud Factory - General Security Plan Sargeant St.pdf	pdf	5b6a38d003a477392d0a2143	08/07/2018
Transportation of marijuana	Transportation Plan.pdf	pdf	5bd7bd7de18f9d0d7384f811	10/29/2018
Quality control and testing	Quality Control and Testing Procedure.pdf	pdf	5bd7bd9c25766f0d55cc227b	10/29/2018
Dispensing procedures	Dispensing Procedure.pdf	pdf	5bd7bdaffe03b20d5f693ffb	10/29/2018
Personnel policies including background checks	Boston Bud Factory Employee Handbook.pdf	pdf	5bd7bdcbe18f9d0d7384f815	10/29/2018
Record Keeping procedures	Boston Bud Factory Recordkeeping Procedure.pdf	pdf	5bd7bdeabcbac00d7d74a479	10/29/2018
Maintaining of financial records	Boston Bud Factory Maintenance of Financial Records Procedure.pdf	pdf	5bd7bdfa6906170d87938016	10/29/2018
Diversity plan	Diversity Plan.pdf	pdf	5bd7be15813a010d917abd23	10/29/2018
Diversity plan	Plan for Positive Impact.pdf	pdf	5bd7be254287b10d4f36e581	10/29/2018
Qualifications and training	Employee Qualifications and Training.pdf	pdf	5bd7be3b25766f0d55cc227f	10/29/2018
Security plan	Boston Bud Factory - General Security Plan Sargeant St.pdf	pdf	5bd7be60e18b8a04881dcb20	10/29/2018
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Product.pdf	pdf	5bd7be9f1a7752047b59065f	10/29/2018
Transportation of marijuana	Transportation Plan_Updated.pdf	pdf	5c1843dc831c7b177943ee6d	12/17/2018
Quality control and testing	Quality Control and Testing Procedure_Updated.pdf	pdf	5c1844b3b8b513176571a9e0	12/17/2018
Dispensing procedures	Dispensation Procedures_Updated.pdf	pdf	5c1844c35c9a65176fa45757	12/17/2018
Personnel policies including background checks	Personnel Policies.pdf	pdf	5c1844e6831c7b177943ee71	12/17/2018
Personnel policies including background checks	Boston Bud Factory Employee Handbook.pdf	pdf	5c18456c4b318f178325cd65	12/17/2018
Diversity plan	Diversity Plan.pdf	pdf	5c45f7ea8d16491b5c0f4270	01/21/2019
Diversity plan	Diversity Plan Version 2.pdf	pdf	5ca2b9f25d4b0b1b3ebc4e80	04/01/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

Commission.: I Agree

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

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

I Agree

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: Multiple job fairs in 2019 and 1 planned for June-July 2020

Support of local educational organizations

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Job fairs to target employees from areas of disproportionate impact, target >75% upon hiring

HOURS OF OPERATION

Monday From: Closed	Monday To: Closed
Tuesday From: 11:00 AM	Tuesday To: 7:00 PM
Wednesday From: 11:00 AM	Wednesday To: 7:00 PM
Thursday From: 11:00 AM	Thursday To: 7:00 PM
Friday From: 11:00 AM	Friday To: 7:00 PM
Saturday From: 11:00 AM	Saturday To: 7:00 PM
Sunday From: 11:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

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

Applicant

I, Frank Baker, (insert name) certify as an authorized representative of Boston Bud Factory (insert name of applicant) that the applicant has executed a host community agreement with Holyoke, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5/15/2018 (insert date).

Signature of Authorized Representative of Applicant



Host Community

I, Alex Morse, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke, MA (insert name of host community) to certify that the applicant and Holyoke, MA (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 05-16-18 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

Community Outreach Meeting Attestation Form

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

I, Franklyn Dailey, (insert name) attest as an authorized representative of Boston Bvd Factory (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 29th, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 22nd, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 17th, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 17th, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

Community Outreach Public Notice Template

The following template is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This template is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29th, 2018 at 2 PM at The Picknelly Center 206 Maple Street, Holyoke MA 01040 (Room 402-403). The proposed Boston Bud Factory retail and manufacturing site is anticipated to be located at 73 Sargeant Street, Holyoke MA 01040.

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

ID	Address	Owner	Co-Owner	Adt Owner	Adt Owner	City	Owner	Sta	Owner	Zip	Total Value	Land Value	Last Sale	I Last Sale	I Last Sale	I Last Sale	Page
018-01-001	JACKSON	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		4800	4800		2001-12-14 7877978	12033	252		
018-01-002	JACKSON	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		35500	1600		2001-12-14 7877978	12033	252		
018-01-003	JACKSON	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		5200	5200		2001-12-14 7877978	12033	252		
019-01-001	CABOT ST	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		4900	4800		2001-12-14 7877978	12033	252		
019-01-002	CABOT ST	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		36200	1600		2001-12-14 7877978	12033	252		
019-01-003	SARGEAN	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		260800	40900		1936-12-11				
019-01-004	CABOT ST	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		315400	31300		1963-02-06				
019-01-006	CABOT ST	HOLYOKE GAS + ELE99	SUFFOI				HOLYOKE MA	01040		46400	27300		1962-06-16				
019-01-003	81 SARGE W D I ACQ		P O BOX 6				HOLYOKE MA	01041		228000	40900		1994-08-03 23344				
028-05-013	514 MAIN ; HOLYOKE		PO BOX 96				HOLYOKE MA	01041		407200	26400		1967-12-10				
028-05-014	466 MAIN ; HOLYOKE		PO BOX 96				HOLYOKE MA	01041		24100	19500		1965-07-14				
028-04-014	MAIN ST GREEK OF HOLY TRIP	410 MAIN ;					HOLYOKE MA	01040		22100	20400		1950-10-26				
028-04-015	412 MAIN ; GREEK OF HOLY TRIP	410 MAIN ;					HOLYOKE MA	01040		774800	20700		1918-03-23				
028-07-002	405 MAIN ; CLASS JULI						HOLYOKE MA	01040		63700	24800		1995-10-26				
028-07-006	427 MAIN ; ALVARAD	ALVARAD P O BOX 8					CHICOPPEE MA	01021-086	97200	19500			1991-05-03				
028-08-001	517 MAIN ; UNIVERSIT						HOLYOKE MA	01040		1298800	56600		1986-07-07				
028-04-011	454 MAIN ; APOSTOL OF BETHS	456 MAIN ;					HOLYOKE MA	01040		169600	15700		2003-12-10 80000	13828	351		
028-07-004	415 MAIN ; CHOQUINAF						HOLYOKE MA	01040		105250	11550		2006-10-06 65000	16242	457		
028-07-005	MAIN ST CHOQUINAF						HOLYOKE MA	01040		12900	2500		2006-10-06 65000	16242	457		
028-04-013	416 MAIN ; MIN REAL						HOLYOKE MA	01002		142400	24200		2008-09-22 165000	17478	131		
028-07-017	390 RACE TSLE LLC						HOLYOKE MA	01040		124400	17200		2011-04-26 220000	18755	555		
028-07-016	388 RACE TSLE LLC						HOLYOKE MA	01040		97400	9100		2011-04-26 220000	18755	555		
028-04-012	452 MAIN ; REAL EST.						HOLYOKE MA	01040		241900	29600		2011-06-21	18812	349		
028-07-015	80 HAMILTIGLESIA P						HOLYOKE MA	01040		10700	9600		2012-01-22 0	19089	431		
028-07-014	420 RACE RACE STR						HOLYOKE MA	01040		95400	20500		2008-04-04 290000	17232	561		
028-07-015	414 RACE RACE STR						HOLYOKE MA	01040		92900	17200		2008-04-04 290000	17232	561		
028-07-016	400 RACE RACE STR						HOLYOKE MA	01040		37400	9100		2008-04-04 290000	17232	561		
028-07-007	433 MAIN ; HERNAND						HOLYOKE MA	01040		28200	10500		2014-07-16 22050	20350	356		
028-07-016	447 MAIN ; DEJESUS		P O BOX 6				HOLYOKE MA	01040		77100	16500		2013-05-03 106000	19805	320		
028-07-006	435 MAIN ; LATINO CH INC						SPRINGFIELD MA	01103		37800	16500		2015-01-16 15750	20567	472		
028-04-006	MAIN ST PUERTA C						HOLYOKE MA	01040		6300	2500		1999-12-26 160000	11051	596		
028-04-016	MAIN ST PUERTA C						HOLYOKE MA	01040		6000	2500		1999-12-26 160000	11051	596		
028-07-011	449 MAIN ; PUERTA C						HOLYOKE MA	01040		154400	78000		1999-12-26 160000	11051	596		
028-07-012	71 SARGE PUERTA C						HOLYOKE MA	01040		36300	10200		1999-12-26 160000	11051	596		
028-07-006	437 MAIN ; ARNOLD C						SPRINGFIELD MA	01109		31500	16500		2016-10-26 36040	21424	38		
018-01-006	84 SARGE JACKSON						HOLYOKE MA	01040		93500	93200		2016-12-06 400000	21483	497		
028-07-003	409 MAIN ; NUEVA ES C/O STEPH VALLEY OI 35 MT. CAI	CHICOPPEE MA						01013		70700	20700		1997-12-04				

Plan for local zoning compliance

Carlo has successfully operated several establishments licensed to sell alcohol over the years. Frank and Carlo will share responsibility with compliance management. Frank will create a spreadsheet showing all required agency reporting as well as any periodic renewals that are required. Frank Dailey currently manages a \$40M facility in East Longmeadow and he is responsible for all regulatory body reporting. Frank has experience with Title IV reporting, Hazardous Waste annual reporting, and many other similar reports.

Boston Bud Factory maintains compliance with all state and local regulations as witnessed by the Host Community Agreement and other supporting documentation.

Order Confirmation

<u>Ad Order Number</u>	<u>Customer</u>	<u>Customer Account</u>	<u>Ordered By</u>	<u>PO Number</u>
0003085721	Dailey, Franklyn	4138889879DAIL	Frank	holyoke Marajuana
<u>Sales Rep.</u>	<u>Customer Address</u>	<u>Customer Phone #1</u>	<u>Customer Phone #2</u>	
PortierK	109 Pennsylvania Ave	(413)888-9879	(413)575-9879	
<u>Order Taker</u>	<u>Springfield, MA, USA 01118</u>	<u>Customer Fax</u>	<u>Customer EMail</u>	
PortierK				
<u>Order Source</u>	<u>Payor Customer</u>	<u>Payor Account</u>	<u>Special Pricing</u>	
E-Mail	Dailey, Franklyn	4138889879DAIL	None	

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>
2	0	0			

Invoice Text

Holyoke hearing marijuana

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$141.00	\$0.00	\$141.00	Credit Card - Master Card:6353	\$141.00	\$0.00

<u>Ad Number</u>	<u>Ad Type</u>	<u>Ad Size</u>	<u>Color</u>	<u>Production</u>	<u>Production Notes</u>
0003085721-01	Class Local Liner	1.0 X 18 Li	<NONE>	Internal	

<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
	No	

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
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UN/SR:: Legal Notices - Legal Notices

Run Schedule Invoice Text

Notice is hereby given that a Community NOTICEISHEREBYGIVENTHATACOMMUNITYOUTRE

<u>Product Information</u>	<u>Placement/Classification</u>	<u>Run Dates</u>	<u># Inserts</u>	<u>Cost</u>
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Web:: Legal Notices - Legal Notices

Run Schedule Invoice Text

Notice is hereby given that a Community NOTICEISHEREBYGIVENTHATACOMMUNITYOUTRE

atex

Monday, May 21, 2018

Payment Receipt

Transaction Type: Payment

Ad Number: 0003085721

Apply to Current Order: Yes

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: XXXXXXXXXXXXXXX6353 - Master Card

Credit Card Expire Date: January 2020

Payment Amount: \$141.00

Amount Due: \$0.00

Reference Number:

Charge to Company: The Republican Co.

Category: Classified

Credit to Transaction Number:

Invoice Text:

Invoice Notes:

Customer Type: Transient

Customer Category: Classified Other

Customer Status: Active

Customer Group: Transient

Customer Trade:

Account Number: 4138889879DAIL

Phone Number: 4138889879

Company / Individual: Company

Customer Name: Dailey, Franklyn

Customer Address: 109 Pennsylvania Ave

Springfield, MA 01118 USA

Check Number:

Routing Number:

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29th, 2018 at 2 PM at The Picknelly Center 206 Maple Street, Holyoke MA 01040 (Room 402-403). The proposed Boston Bud Factory retail and manufacturing site is anticipated to be located at 73 Sargeant Street, Holyoke MA 01040. There will be an opportunity for the public to ask questions. (May 22)

Related Categories: Notices and Announcements - Legal Notice

Published in *The Republican* 5/22. Updated 5/22.

Community Outreach Meeting Attestation Form

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

I, Franklyn Bailey, (insert name) attest as an authorized representative of Boston Bay Factory (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 29th, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 22nd, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).

3. A copy of the meeting notice was also filed on May 17th, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 17th, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

FD

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



Community Outreach Public Notice Template

The following template is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This template is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 29th, 2018 at 2 PM at The Picknelly Center 206 Maple Street, Holyoke MA 01040 (Room 402-403). The proposed Boston Bud Factory retail and manufacturing site is anticipated to be located at 73 Sargeant Street, Holyoke MA 01040.

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

RECEIVED
MAY 18 2018 MAY 17 2018

Plan for local zoning compliance

Frank and Carlo will share responsibility with compliance management. Frank will create and maintain a spreadsheet showing all required agency reporting as well as any periodic renewals that are required.

Frank Dailey will serve as Compliance Officer at Boston Bud Factory to ensure that all state and local codes are followed. Frank has been responsible for state reporting for air emissions and hazardous waste at previous employers. Frank has worked with the Holyoke Planning Department to ensure compliance is maintained. Frank also worked with the Mayor's office to negotiate and execute a host community agreement.

Boston Bud Factory obtained a Host Community Agreement with the city of Holyoke Massachusetts. Boston Bud Factory also submitted an application for a Special Permit to operate a Recreational Marijuana Retail Establishment as well as a Recreational Marijuana Manufacturing Establishment. The permit application is currently in the Public Hearing process as evidenced by the agenda for an upcoming Holyoke City Council Ordinance Committee meeting. A copy of the special permit application was also included to show that Boston Bud Factory has submitted an application and the in the process of securing its Special Permit. As of December 11th the Ordinance Committee approved the Special Permit, full vote by the Holyoke City Council is scheduled for December 18th.

Frank will perform an annual audit of all Boston Bud Factory locations to ensure that compliance is maintained at all times. The annual checklist will include fire safety items such as annual sprinkler certifications and fire extinguisher inspections. Annual reports for both the CCC and Boston Bud Factory Inc. will be handled by Charlotte Cathro who is a CPA specializing in the Cannabis Industry.

Boston Bud Factory maintains compliance with all state and local regulations as witnessed by the Host Community Agreement and Special Permit.

Plan for local zoning compliance

Frank and Carlo will share responsibility with compliance management. Frank will create and maintain a spreadsheet showing all required agency reporting as well as any periodic renewals that are required.

Frank Dailey will serve as Compliance Officer at Boston Bud Factory to ensure that all state and local codes are followed. Frank has been responsible for state reporting for air emissions and hazardous waste at previous employers. Frank has worked with the Holyoke Planning Department to ensure compliance is maintained. Frank also worked with the Mayor's office to negotiate and execute a host community agreement.

Boston Bud Factory obtained a Host Community Agreement with the city of Holyoke Massachusetts. In accordance with the City of Holyoke Zoning Ordinances effective February 19, 2002 Boston Bud Factory submitted an application for a Special Permit to operate a Recreational Marijuana Retail Establishment as well as a Recreational Marijuana Manufacturing Establishment. To secure the Special Permit Boston Bud Factory must meet all of the Operational Requirements listed in Section 7.10.5 of the Holyoke Zoning Ordinance. Boston Bud Factory demonstrated compliance to all local regulations and as such was awarded a Special Permit dated January 8, 2019, a copy of the Special Permit will be provided to the Cannabis Control Commission.

Frank will perform an annual audit of all Boston Bud Factory locations to ensure that compliance is maintained at all times. The annual checklist will include fire safety items such as annual sprinkler certifications and fire extinguisher inspections. Annual reports for both the CCC and Boston Bud Factory Inc. will be handled by Charlotte Cathro who is a CPA specializing in the Cannabis Industry.

Boston Bud Factory maintains compliance with all state and local regulations as witnessed by the Host Community Agreement and Special Permit.

Special Permit

A Special Permit which was granted Boston Bud Factory, for a Registered Marijuana Retail Establishment (RMRE) and Registered Marijuana Manufacturing Establishment (RMME) at 73 Sargeant St., Holyoke MA 01040.

Petitioner: Boston Bud Factory
37 Commercial St.
Holyoke, MA 01040

Bk 22518 Pg 347 #1813
01-11-2019 @ 10:42a

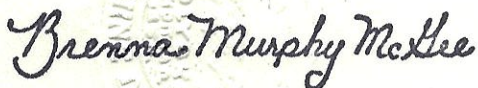
Parcel: 73 Sargeant St.
Parcel #028-07-013
Book/Page 17232/561

- Conditions:
1. That the owner of the building always pay commercial property tax rate to the extent allowed by Federal, State, and Local Laws for the duration of the Sp. Permit.
 2. That the business retains a minimum 30% Holyoke residents for non-security jobs.
 3. That hiring preference be given to security personnel that are retired Holyoke Police or are a retired member of another police department and now lives in the City of Holyoke.
 4. There shall be no marijuana consumption to be allowed on site.
 5. There shall be no deliveries of recreational or medical marijuana from the site to individual homes, residences or people.
 6. That the applicant provide an updated photometric plan showing the correct lighting scale.
 7. That the applicant shall provide traffic patrol should customer traffic impede flow or regular traffic as recommended by Holyoke Police Department.
 8. The applicant shall submit a traffic and parking mitigation plan to the City Engineer a minimum of forty-five (45) days in advance of beginning retail sales. This mitigation plan is to be subject to the review of the City Engineer and City public safety officials. Opening of the facility is not to occur until all concerns of these departments have been addressed and this plan has been approved by the City Engineer. The traffic and parking mitigation plan is to be updated as needed to respond to any issues that occur when a facility is in operation. The requirements of this plan may be reduced or waived by the City Engineer.

Granted by the City Council on December 18, 2018 by a vote of the Yeas 12, Nays 0, Absent 1 (Roman)

**In order for this permit to be effective, the approved special permit must be recorded at the Hampden County Registry of Deeds and the costs of recording paid by the owner or applicant. A SPECIAL PERMIT WILL NOT TAKE EFFECT UNTIL IT IS RECORDED AT THE HAMPDEN COUNTY REGISTRY OF DEEDS.

***AFTER RECORDING, PLEASE RETURN A COPY TO THE CITY CLERK



Brenna Murphy McGee
Holyoke City Clerk



Brenna Murphy McGee MMC, City Clerk
Irma L. Cruz, Assistant City Clerk

OFFICE OF CITY CLERK

Date: January 8, 2019

Re: Boston Bud Factory
73 Sargeant St.
Holyoke, MA 01040

Special Permit granted to Boston Bud Factory, to allow a Registered Marijuana Retail Establishment (RMRE) and Registered Marijuana Manufacturing Establishment (RMME) at 73 Sargeant St., Holyoke, MA 01040.

I hereby certify that as of the above date no appeals have been filed in this office.

A true copy attest:

Brenna Murphy McGee

City Clerk

CHERYL A. COAKLEY-RIVERA, ESQ.
HAMPDEN COUNTY REGISTRY OF DEEDS

Plan for Positive Impact

Boston Bud Factory has already started to impact the local community through sponsorships and community advocacy. Boston Bud Factory created and sponsored two Pioneer Valley Cannabis Industry Summits that brought together local industry professionals and local companies. The mission statement for Boston Bud Factory is:

Boston Bud Factory is a locally owned, locally managed, locally staffed, and locally financed start up company focusing on the emerging Cannabis Industry in Massachusetts. Boston Bud Factory will prioritize community advocacy, community awareness and education rather than profits. The Boston Bud Factory Wellness Center has a Registered Nurse on staff and will offer patient consultations, dosing information, educational seminars, and employee training. Each location will give priority to employment candidates who reside in areas of disproportionate impact. Boston Bud Factory will set the example locally for community stewardship, education, and training.

Additionally, Boston Bud Factory has pledged to support the Green Fund which is run by Nueva Esperanza and the South Holyoke Neighborhood Association. Boston Bud Factory will partner with Nueva Esperanza to hire locally, applications will be available in both English and Spanish. At least 30% of the employees working at 73 Sargeant St will be from Holyoke and preference will be given to applicants from areas of disproportionate impact

In addition to community support Boston Bud Factory will also support other Marijuana Establishments by putting on public training events. Boston Bud Factory will also make its training programs open to marijuana establishments locally which operate under a social equity category.

Plan for Positive Impact

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Additionally, Boston Bud Factory has pledged to support the Green Fund which is run by Nueva Esperanza and the South Holyoke Neighborhood Association. Boston Bud Factory will partner with Nueva Esperanza to hire locally, applications will be available in both English and Spanish. At least 30% of the employees working at 73 Sargeant St will be from Holyoke and preference will be given to applicants from areas of disproportionate impact

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Plan for Positive Impact

Boston Bud Factory has already started to impact the local community through sponsorships and community advocacy. Boston Bud Factory created and sponsored two Pioneer Valley Cannabis Industry Summits that brought together local industry professionals and community members.

The goals for Boston Bud Factory are:

- Support hiring of residents of areas of disproportionate impact. Boston Bud Factory has committed to having at least 30% of it's employees residing in Holyoke. Boston Bud Factory hiring will be done through Nueva Esperanza located at 401 Main St. to ensure that minority applicants will get opportunities to apply.
- Boston Bud Factory will target 30- 50% of it's employees overall to be from areas of disproportionate impact, including but not limited to Holyoke.
- Boston Bud Factory will work with local social equity and economic empowerment applicants to provide guidance and employee training free of charge.
- Boston Bud Factory has pledged to support the Verde Fund which is run by Nueva Esperanza and the South Holyoke Neighborhood Association.
- A percentage of all merchandising revenues will be donated to Meg's Fight for a Cure, a local foundation which raises money for Huntington's Disease research. Meg's Fight was documented in a book by Ezra Parzybok, detailing how medical marijuana was used to help a dying girl, as well as how cannabis impacted the family.
- Wherever possible Boston Bud Factory will support minority and women owned businesses, prioritizing them over other vendors whenever possible.

Compliance reports will be completed annually by Charlotte Cathro, CPA to document compliance to the company diversity plan as well as documentation of items related to the CCC Leadership Rating Program. The annual report completed by the Boston Bud Factory accountant will be a public document, posted on the company website annually, as well as being available for review by the Cannabis Control Commission upon request.

Boston Bud Factory expects to be an industry leader in Western Massachusetts through achieving Leadership Ratings for Local Employment Leader and Compliance Leader. Boston Bud Factory will judge itself on the same criteria created for the Social Justice Leader Program to see if at least 1% of gross revenues goes to support non-profits and the local community. Boston Bud Factory plans to support social justice leaders as well, the program offered by GREENGLOVE consulting is currently under review and we expect to support it in some fashion.

Boston Bud Factory will achieve Local Employment Leader rating due to the fact that both owners have been Massachusetts residents for many years. Additionally, store personnel

will target areas of disproportionate impact with residents of the local community getting priority. The Holyoke store is required to have at least 30% of it's employee's be Holyoke residents. For these reasons Boston Bud Factory expects to achieve, and maintain the Local Employment Leader designation.

Boston Bud Factory will achieve the Compliance Leader rating through having a strong employee training program. Boston Bud Factory employee's will be allowed adequate time to complete all required trainings within 90 days of hire. Boston Bud Factory has already proven its commitment to education and training through hosting multiple industry summits detailed later in this plan. For these reasons Boston Bud Factory expects to achieve, and maintain the Compliance Leader designation.

In addition to community support Boston Bud Factory will also support other Marijuana Establishments by putting on public training events. BBF Wellness Centers will offer a variety of events, including educational and training events. Boston Bud Factory employee trainings will be open to certain Equity Organizations operating LME's, free of charge.

Boston Bud Factory has organized and hosted 3 Pioneer Valley Cannabis Industry Summits to promote education and community involvement with the emerging Cannabis Industry, the agendas are attached. The purpose of the events was to bring the local community together to discuss certain aspects of the industry. The summits have been held to bring the local community together to discuss a variety of topics but the underlying goal has been to drive local and equity applicant involvement. These summits have had a positive impact and assisted a local equity applicant, Holyoke Green Growers, with getting exposure which resulted in the group connecting with resources they need to get through the licensing process.

Boston Bud Factory already believes that it has a very strong Positive Impact Plan and that the annual report after first year operations will verify the efforts are working as planned.

Pioneer Valley Cannabis Industry Summit

March 30th, 2018 10 AM

The Red Barn at Hampshire College

This event will bring together local business owners, potential business owners, community leaders, employers, potential employees, investors, and consultants. Local Experts will discuss how the cannabis industry will affect the Pioneer Valley and surrounding communities.

Admission \$10

Beverages and light snack served during break

Vendor display tables available for \$50

Keynote Speaker: Mayor Alex Morse
The Cannabis Industry in Holyoke

Co-hosted by:

Ezra Parzybok, Cannabis Industry Consultant
Massachusetts Recreational Consumer Council

Sponsored by:

Boston Bud Factory

Panel 1 will be on Education and Community awareness: Moderated by Ezra Parzybok

- LME Training programs
- Community awareness events
- Opiate Epidemic
- Marijuana advocacy
- Equity Programs
- Social Justice Programs

Panelists:

Kinser Cancelmo, Founder of Meg's fight for a cure
Kamani Jefferson, Massachusetts Recreational Consumer Council
Rosie McMahan, M.Ed./ACS Optimistic Options
Marie Salgado, Community Outreach

Panel 2 will be on Licensing and Start up topics: Moderated by Frank Dailey

- Cannabis Control Commission final regulations
- Capital requirements for startups
- Security Plans and Site Safety
- Employment in the Cannabis Industry
- Areas of Disproportionate Impact
- Criminal Record Requirements

Panelists:

Jeffrey Bagg, planner for Town of Easthampton
David Caputo, President, Positronic Farms
Karima Rizk, owner Café Vert in Easthampton
Richard Evans, EvansCutler Attorneys

Pioneer Valley Cannabis Industry Summit II

June 30th, 2018

12 PM to 3 PM

Nueva Esperanza Hall
413 Main Street, Holyoke MA

Admission \$15 in advance or \$20 at the door (limit 75)

Vendor exhibit tables available for \$100 (limit 5)

Hosted By:

Massachusetts Recreational Consumer Council

Sponsored By:

Boston Bud Factory

Doors open at 12 speakers begin at 12:30

Speakers:

Alex Morse: Holyoke Cannabis Industry Developments 12:30PM -12:45PM

Will Reichelt: Cannabis Industry Potential in West Springfield 12:45PM-1:00PM

Nicole LaChapelle: Easthampton Cannabis activity and Economic Development 1:00PM - 1:15PM

Chairman Hoffman speaks on license + applications status 1:15PM-1:45PM

Ezra Parzybok and Veronica Valez, medical use patient testimonial 1:45PM-1:50PM

Break 1:50PM-2:00PM

Ask an Expert Tables for networking and questions after speakers finish

Application Process

Dick Evans + Mark Jarvis Attorney

Social Equity Program

Sonia Erika, Massachusetts Recreational Consumer Council

Accounting Services:

Charlotte Cathro, CPA

Medical Consultations

Sarah Dansereau, RN

Boston Bud Factory Wellness Consultations

Medical Testimonials

Kinser Cancelmo and Veronica Valez

Pioneer Valley Cannabis Industry Summit III

Social Equity and Social Consumption

Wednesday December 5, 2018

6 PM to 9 PM

Doors open at 5:30 speakers begin at 6:30 PM

Thomas Sullivan Banquet Hall
Island Pond Rd, Springfield MA 01118

Admission \$15 in advance or \$25 at the door (limit 70)

Vendor exhibit tables available for \$100 (limit 7)

Hot and Cold Appetizers, water, and coffee are included

Hosted By:

Boston Bud Factory

Café Vert

Massachusetts Recreational Consumer Council

Sponsored By:

Hashbury.green

Summit Program Agenda

Opening Remarks 6:30 pm – 6:45 pm

Dick Evans, EvansCutler Attorneys

Social Equity opportunities (Moderated by Ezra Parzybok) 6:50 pm – 7:30 pm

Shaleen Title, Cannabis Control Commission Commissioner

Gerardo Ramos, Holyoke Green Growers LLC

Tito Jackson, Verdant Medical

Sonia Erika, Massachusetts Recreational Consumer Council

Social Consumption (Moderated by Seth Frappier) 7:35 pm – 8:15 pm

Kamani Jefferson, Massachusetts Recreational Consumer Council

Alex Morse, Mayor Holyoke MA

Kyle Moon, Summit Lounge

Karima Rizk, Café Vert

Service Agreement

This General Service Agreement (the "Agreement") dated this 6th day of December, 2018, is between **Boston Bud Factory, Inc.**, herein referred to as "Customer" and Greenglove Consulting LLC, herein referred to as "Greenglove".

Greenglove has agreed to provide services to the Customer on the terms and conditions set out in this Agreement, while Customer is of the opinion that Greenglove has the proper and necessary qualifications, experience and abilities to provide services to Customer.

Therefore in consideration of the matters described above, the receipt and sufficiency of which consideration is hereby acknowledged, the Customer and Greenglove agree as follows:

1. Scope of Work

Greenglove is to provide the Customer with the following services (the "Services"):

- a. The performance of and completion of the "Green Gateway Program" (the "Program"), created by Greenglove and executed on behalf of the Customer. An outline of the Program titled "Appendix A" is attached to this Agreement.
- b. The creation of an annual report outlining the performance of this Agreement, the number of attendees, an analysis of Program survey data, and a summary of mentorship and counseling services.
- c. The Services will include any other tasks which the Customer and Greenglove may agree on.

2. Conditions of Agreement

- a. The Services and this Agreement are provided to assist the Customer in their application to become a Licensed Marijuana Establishment in the State of Massachusetts, and are entered into on a "per license" basis. In the event that the Customer is applying for multiple licenses they must complete a separate Agreement for each licence application.
- b. The elements of the Program as outlined in Appendix A may be performed on behalf of multiple Customers simultaneously at the sole discretion of Greenglove.
- c. The content and structure of this Program may require changes, alterations, and amendments in order to ensure that the program as a whole remains effective and relevant. Such changes are at the sole discretion of Greenglove

GREENGLOVE

Cannabis Business Consulting

3. Data Ownership

- a. Any information, know-how, and data, that is made, discovered, created, collected or compiled by Greenglove in any activities or work under this Agreement shall be owned by Greenglove.

4. Term of Agreement

This Agreement will begin on [Beginning Date] and will remain in full force and effect until the completion of the services. This Agreement may be extended by mutual written agreement of the parties.

5. Termination

If either party seeks termination of this Agreement, the terminating party must provide a 30 day written notice to the other party. A copy of this written notice will be forwarded to the Cannabis Control Commission of the State of Massachusetts.

6. Compensation

The Customer will provide compensation to Greenglove for the services to be rendered by Greenglove as required by this Agreement. Compensation is payable according to the following schedule:

- a. A non-refundable program subscription fee of \$2,000.00, payable immediately at signing of this Agreement.
- b. A year one program fee of \$8,000, payable within 14 days of achieving full licensing as a Licensed Marijuana Establishment in the State of Massachusetts.
- c. A year two program fee of \$8,320, payable within 14 days of the second anniversary of achieving full licensing as a Licensed Marijuana Establishment in the State of Massachusetts.
- d. A year three program fee of \$8,653, payable within 14 days of the second anniversary of achieving full licensing as a Licensed Marijuana Establishment in the State of Massachusetts.
- e. A year four program fee of \$8,999, payable within 14 days of the second anniversary of achieving full licensing as a Licensed Marijuana Establishment in the State of Massachusetts.
- f. A year five program fee of \$9,359, payable within 14 days of the second anniversary of achieving full licensing as a Licensed Marijuana Establishment in the State of Massachusetts.

GREENGLOVE

Cannabis Business Consulting

7. Independent Contractor

Greenglove is acting as an independent contractor in providing the Services under this Agreement, not as an employee. The parties agree that this Agreement does not create a joint venture or a partnership between them.

8. Modification of Agreement

Any modifications or amendments to this Agreement will be binding if evidenced in writing signed by each Party.

9. Notice

All notices or demands required or permitted by the terms of this Agreement will be given in writing and delivered to the parties.

10. Time is of the Essence

No extension or variation of this Agreement will operate as a waiver of this provision. Time is of the essence in this Agreement.

11. Integration

This Agreement contains the entire agreement and understanding by and between the Customer and Greenglove and no representations, promises, agreements or understandings, written or oral, not herein contained shall be of any force or effect.

12. Choice of Law

This Agreement and the performance under this Agreement and all suits and special proceedings under this Agreement be construed in accordance with and governed by the laws of the State of Massachusetts.

13. Severability

The provisions of the Agreement shall be deemed severable, and the invalidity or unenforceability of any one or more of the provisions hereof shall not affect the validity and enforceability of the other provisions hereof.

GREENGLOVE

Cannabis Business Consulting

IN WITNESS WHEREOF the parties have duly affixed their signatures under hand and seal on this 27th day of November, 2018.

Customer Name

Customer signature

Greenglove Consulting LLC representative

Greenglove Consulting, LLC

Plan for Positive Impact

Boston Bud Factory has already started to impact the local community through sponsorships and community education. Boston Bud Factory created and sponsored three Pioneer Valley Cannabis Industry Summits that brought together local industry professionals and community members to discuss equity licensing topics.

The goals for Boston Bud Factory are:

- Support hiring of residents of areas of disproportionate impact. Boston Bud Factory will target 30% - 75% of its employees to be from areas of disproportionate impact, including but not limited to Holyoke.
- Boston Bud Factory will work with local social equity and economic empowerment applicants to provide guidance and employee training free of charge. Boston Bud Factory will have monthly a monthly training program that will cover topics such as diversion, addiction, cannabis education, and many other topics. Monthly training will be done at each Boston Bud Factory location in accordance with 935 CMR 500.105 (2) and will be open to employees from local social equity establishments at no charge.
- Boston Bud Factory may also host local educational seminars within the community such as the Pioneer Valley Cannabis Industry Summits that have been held in the past.
- Boston Bud Factory targets 1% - 3% of gross revenues are used to support the local communities where its retail shops are located. Boston Bud Factory will
 - Boston Bud Factory has pledged financial support the Verde Fund which is run by Nueva Esperanza and the South Holyoke Neighborhood Association. Boston Bud Factory expects to contribute anywhere from \$1,000 to \$5,000 annually.
 - A percentage of all revenues will be donated to Meg's Fight for a Cure, a local foundation which raises money for Huntington's Disease research. Meg's Fight was documented in a book by Ezra Parzybok, detailing how medical marijuana was used to help a dying girl, as well as how cannabis impacted the family. Kinser Cancelmo, the founder of Meg's Fight for a Cure has agreed to the support as detailed in the attached letter. Boston Bud Factory expects to donate anywhere from \$1,000 to \$5,000 to Meg's fight for a cure, more if a line of apparel is created.
 - Boston Bud Factory is in discussions with Ezra Parzybok and GreenGlove Consulting to participate in their Green Gateway Program which will provide training and support to equity applicants as detailed in the attached agreement. Boston Bud Factory hopes to provide some financial support to the program once it is fully developed. The amount of support is

Boston Bud Factory expects to be an industry leader in Western Massachusetts through achieving Leadership Ratings for Local Employment Leader and Compliance Leader. Boston Bud Factory will judge itself on the same criteria created for the Social Justice Leader

Program to see if at least 1% of gross revenues goes to support non-profits and the local community. Boston Bud Factory plans to support social justice leaders as well, the program offered by GREENGLOVE consulting is currently under review and we expect to support it in some fashion.

Boston Bud Factory will achieve Local Employment Leader rating due to the fact that both owners have been Massachusetts residents for many years. Additionally, store personnel will target areas of disproportionate impact with residents of the local community getting priority. The Holyoke store is required to have at least 30% of its employees be Holyoke residents. For these reasons Boston Bud Factory expects to achieve, and maintain the Local Employment Leader designation.

Boston Bud Factory will achieve the Compliance Leader rating through having a strong employee training program. Boston Bud Factory employee's will be allowed adequate time to complete all required trainings within 90 days of hire. Boston Bud Factory has already proven its commitment to education and training through hosting multiple industry summits detailed later in this plan. For these reasons Boston Bud Factory expects to achieve, and maintain the Compliance Leader designation.

Boston Bud Factory has organized and hosted 3 Pioneer Valley Cannabis Industry Summits to promote education and community involvement with the emerging Cannabis Industry, the agendas are attached. The summits have been held to bring the local community together to discuss a variety of topics but the underlying goal has been to drive local and equity applicant involvement. These summits have had a positive impact and assisted a local equity applicant, Holyoke Green Growers, with getting exposure which resulted in the group connecting with resources they need to get through the licensing process.

Boston Bud Factory already believes that it has a very strong Positive Impact in the community and the annual report after first year operations will verify the efforts are working as planned. Reports will be done annually for as long as the business is in operation.

Results will be graded on the percentage of completion of each of the three first year goals:

- 1) Have a workforce where 30% of its employees live in an Area of Disproportionate Impact.
- 2) Donate 1% of gross revenues to local charities and programs
- 3) Donate 12 hours of time for free employee training, consulting services to Social Equity Establishments, or hosting community education events.

Grading will be done based on the percentage of the goal that was completed, any scores under 70% will require a mediation plan to get the scores into compliance immediately. Each year the goals will be increased with the 5-year goals as follows:

- 1) Have a workforce where 75% of its employees live in an Area of Disproportionate Impact.
- 2) Donate 3% of gross revenues to local charities and programs
- 3) Donate 40 hours of time for free employee training, consulting services to Social Equity Establishments, or hosting community education events.

Compliance reports will be completed annually by Charlotte Cathro, CPA to document compliance to the company diversity plan as well as documentation of items related to the CCC Leadership Rating Program. The annual report completed by the Boston Bud Factory accountant will be a public document, posted on the company website annually, as well as being available for review by the Cannabis Control Commission upon request.

From: Kinser Cancelmo <kcancelm@springfieldcollege.edu>

To: Frank Dailey <failey4@aol.com>

Date: Mon, Jan 21, 2019 11:58 am

To Whom It May Concern:

I'm sending this email indicating that I am the President / Administrator of Meg's Fight for a Cure Juvenile Huntington's Disease Foundation, Inc., and I am aware that Boston Bud Factory will be donating to the Foundation with planned donations.

Please contact me should you have any questions or concerns.

Kinser Cancelmo

Plan for Positive Impact

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Boston Bud Factory will adhere to all requirements set forth in 935 CMR 500.105(4) which oversees the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Boston Bud Factory will operate in accordance with all applicable state regulations with respect to limitations on ownership or control as well as all other applicable state laws.

All organizations mentioned in this plan have been contacted and letters are included noting their awareness that Boston Bud Factory plans to donate funds in the future and they are ready and willing to accept all donations. Both Nueva Esperanza and The Leary Resource Center are located in areas of disproportionate impact and as such will help identify candidates that support company goals as noted below,

The goals for Boston Bud Factory are:

- Support hiring of residents of areas of disproportionate impact. Boston Bud Factory will target 30% - 50% of its employees to be from areas of disproportionate impact, including but not limited to Holyoke and Springfield.
- Boston Bud Factory will work with local social equity and economic empowerment applicants to provide guidance free of charge. Boston Bud Factory has created a partnership with The Leary Resource Center in Springfield MA and Nueva Esperanza in Holyoke to hold job fairs and put on training and community education events. In addition to free support, employees of any equity applicants will be allowed to participate in the Boston Bud Factory monthly employee training program that will cover topics such as diversion, addiction, cannabis education, and many other topics. Monthly training will be done at each Boston Bud Factory location in accordance with 935 CMR 500.105 (2) and will be open to employees from local social equity establishments at no charge.
 - Boston Bud Factory may also host local educational seminars within the community such as the Pioneer Valley Cannabis Industry Summits that have been held in the past.

- Boston Bud Factory targets 1% - 3% of gross revenues are used to support the local communities where its retail shops are located. Boston Bud Factory will
 - Boston Bud Factory has pledged financial support to Nueva Esperanza and the South Holyoke Neighborhood Association. Boston Bud Factory expects to contribute anywhere from \$500 to \$2,500 annually.
 - A portion of all revenues will be donated to Meg's Fight for a Cure, a local foundation which raises money for Huntington's Disease research. Meg's Fight was documented in a book by Ezra Parzybok, detailing how medical marijuana was used to help a dying girl, as well as how cannabis impacted the family. Kinser Cancelmo, the founder of Meg's Fight for a Cure has agreed to the support as detailed in the attached letter. Boston Bud Factory expects to donate anywhere from \$1,000 to \$5,000 to Meg's fight for a cure.
 - Boston Bud Factory is in discussions with Ezra Parzybok and GreenGlove Consulting to participate in their Green Gateway Program which will provide training and support to equity applicants as detailed in the attached agreement. Boston Bud Factory hopes to provide some financial support to the program once it is fully developed. The amount of support is

Boston Bud Factory already believes that it has a very strong Positive Impact in the community and the annual report after first year operations will verify the efforts are working as planned. Boston Bud Factory hopes to have its first store open in the summer of 2019 so the first report would be done at the end of the 2019 calendar year. Reports will then be done annually for as long as the business is in operation.

Results will be graded on the percentage of completion of each of the three first year goals:

- 1) Have a workforce where at least 30% of its employees live in an Area of Disproportionate Impact.
- 2) Donate 1% of gross revenues to local charities and programs
- 3) Donate 12 hours of time for free employee training, consulting services to Social Equity Establishments, or hosting community education events.

Grading will be done based on the percentage of the goal that was completed, any scores under 70% will require a mediation plan to get the scores into compliance immediately. Each year the goals will be increased with the 5-year goals as follows:

- 1) Have a workforce where 50% of its employees live in an Area of Disproportionate Impact.
- 2) Donate 3% of gross revenues to local charities and programs
- 3) Donate 40 hours of time for free employee training, consulting services to Social Equity Establishments, or hosting community education events.

Compliance reports will be completed annually by Charlotte Cathro, CPA to document compliance to the company diversity plan as well as documentation of items related to the CCC Leadership Rating Program. The annual report completed by the Boston Bud Factory accountant will be a public document, posted on the company website annually, as well as being available for review by the Cannabis Control Commission upon request.

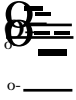


Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: LI061446784
Notice Date: June 8, 2018
Case ID: 0-000-601-043

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



11, 111 1, 1, 11 111 1, 1111111111 11, 11 11111111111111

CARLO SARNO
BOSTON BUD FACTORY, INC
37 COMMERCIAL ST
HOLYOKE MA 01040-5222

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BOSTON BUD FACTORY, INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

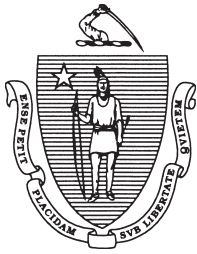
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



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

William Francis Galvin
Secretary of the
Commonwealth

Date: July 31, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,

BOSTON BUD FACTORY, INC.

is a domestic corporation organized on **July 13, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 18080015270

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

BOSTON BUD FACTORY, INC.

Action by Written Consent of Incorporators in
Lieu of Organizational Meeting of Incorporators

The undersigned, intending to act as incorporators and to form a corporation under Chapter 156D of the General Laws of The Commonwealth of Massachusetts, hereby consents to the following actions and adopts the following votes in lieu of an organizational meeting of incorporators:

ARTICLES OF ORGANIZATION

VOTED: That the Articles of Organization of this Corporation in the form submitted to the incorporators be executed by the incorporators and submitted to the Secretary of State of The Commonwealth of Massachusetts for approval and filing together with the proper fee.

BY-LAWS

VOTED: That By-Laws in the form submitted to the incorporators are adopted as the By-Laws of this Corporation and shall be filed with the record of this vote.

INITIAL DIRECTORS AND OFFICERS

VOTED: That the number of Directors of this Corporation until changed in accordance with the By-Laws, is fixed at three; and that the following persons are elected Directors to serve in accordance with the By-Laws:

Frank Dailey
Carlo Sarno

VOTED: That the following persons are elected to the office or offices set forth opposite his or her name to service in accordance with the By-Laws:

Frank Dailey	President
Carlo Sarno	Vice President
Frank Dailey	Treasurer
Carlo Sarno	Clerk

This consent shall be filed with the minutes of meetings of stockholders of this Corporation and shall be treated for all purposes as votes taken at a meeting.

Upon motion duly made by the affirmative vote of the incorporators it was:

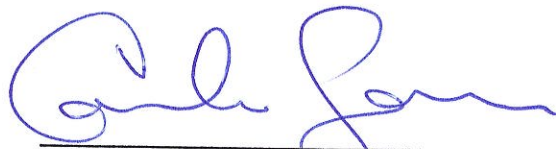
VOTED: To Adjourn.

Adjourned accordingly.

A True Record

Dated: May 15, 2018

Attest:


Carlo Sarno - Clerk

The By-Laws have been adopted, the following officers and
Directors were elected by ballot: -

PRESIDENT:	Frank Dailey
VICE PRESIDENT:	Carlo Sarno
TREASURER:	Frank Dailey
CLERK:	Carlo Sarno
DIRECTOR:	Frank Dailey Carlo Sarno

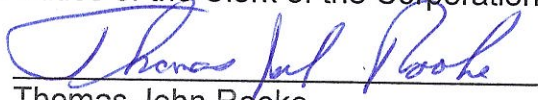
The Clerk was then sworn as set forth in the following Certificates:

COMMONWEALTH OF MASSACHUSETTS

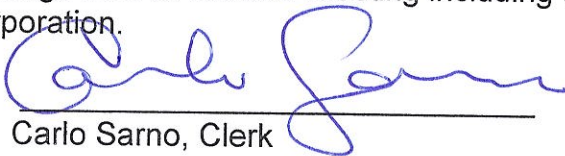
Hampden, ss.

May 15, 2018

Personally appeared before me, Carlo Sarno, and made oath that he would
faithfully perform the duties of the Clerk of the Corporation, before me


Thomas John Rooke
Notary Public
My Commission Expires: 11/26/21

I, Carlo Sarno, Clerk, do hereby certify that the foregoing is a true and accurate
record of the proceedings held at the said meeting including the qualifications of the
Clerk of the said Corporation.


Carlo Sarno, Clerk

UPON MOTION DULY MADE AND SECONDED, it was unanimously

VOTED: That the officer prepare the Certificate
of Organization of the Corporation required
by Law, cause it to be certified by the
Commissioner of the Corporation, and filed
in the office of the Secretary of the
Commonwealth.

UPON MOTION DULY MADE AND SECONDED, it was unanimously

VOTED: To Adjourn.

Thereafter, all the Directors being present, and acting as a Director's Meeting, elected by Ballot:

Frank Dailey.....PRESIDENT

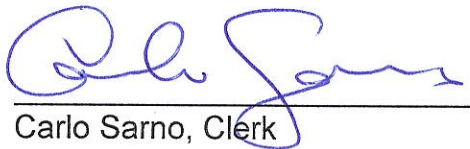
Carlo Sarno.....VICE PRESIDENT

Frank Dailey.....TREASURER

Carlo Sarno.....CLERK

UPON MOTION DULY MADE AND SECONDED, it was unanimously

VOTED: To Adjourn.



Carlo Sarno, Clerk

MINUTES OF THE ANNUAL MEETING
OF THE BOARD OF DIRECTORS
BOSTON BUD FACTORY, INC.

May 15, 2018

Pursuant to the forgoing Waiver of Notice, the annual meeting of the Board of Directors of BOSTON BUD FACTORY, INC. was held at the offices of Thomas John Rooke, 73 Chestnut Street, Springfield, Massachusetts, on May 15, 2018 at 4:00 P.M.

All of the directors were present and voting and the Clerk of the corporation kept the records thereof.

Upon motion duly made and seconded, it was:

VOTED: To proceed with the election of a President. Whereupon all votes cast were found to be for Frank Dailey who was declared elected as President of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To proceed with the election of a Vice President. Whereupon all votes cast were found to be for Carlo Sarno who was declared elected Vice President of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To proceed with the election of a Treasurer. Whereupon all votes cast were found to be for Frank Dailey who was declared elected Treasurer of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To proceed to the election of a Clerk. Whereupon all votes cast were found to be for Carlo Sarno who was declared elected as Clerk of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To confirm, affirm and ratify all the acts of the corporation, its directors and officers.

There being no further business to come before the meeting, it was:

VOTED: To adjourn.

Adjourned accordingly.

A True Record.

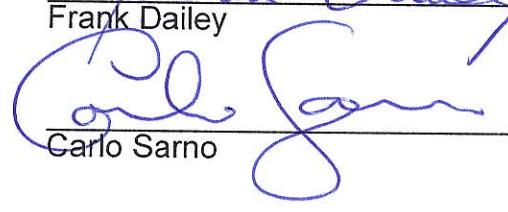
ATTEST:


Carlo Sarno - Clerk

We, the undersigned Directors,
hereby waive notice of the above
meeting and approve of the minutes
as set forth above.



Frank Dailey



Carlo Sarno

MINUTES OF THE ANNUAL MEETING
OF THE STOCKHOLDERS OF
BOSTON BUD FACTORY, INC.

May 15, 2018

Pursuant to the forgoing Waiver of Notice, the annual meeting of the Stockholders of BOSTON BUD FACTORY, INC. was held at the offices of Thomas John Rooke, 73 Chestnut Street, Springfield, Massachusetts, on May 15, 2018 at 4:00 P.M.

All of the Stockholders were present and voting and the Clerk of the corporation kept the records thereof.

Upon motion duly made and seconded, it was:

VOTED: To proceed to the election of a President. Whereupon all votes cast were found to be for Frank Dailey who was declared elected as President of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To proceed to the election of a Vice President. Whereupon all votes cast were found to be for Carlo Sarno who was declared elected as Vice President of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To proceed to the election of a Treasurer. Whereupon all votes cast were found to be for Frank Dailey who was declared elected as Treasurer of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To proceed to the election of a Clerk. Whereupon all votes cast were found to be for Carlo Sarno who was declared elected as Clerk of the corporation until the next annual meeting.

Upon motion duly made and seconded, it was:

VOTED: To confirm, affirm and ratify all the acts of the corporation, its directors and officers.

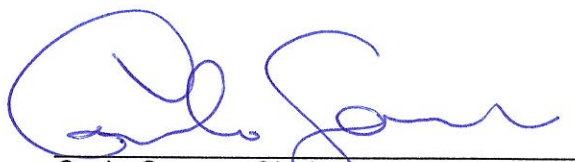
There being no further business to come before the meeting, it was:

VOTED: To adjourn.

Adjourned accordingly.

A True Record.

ATTEST:


Carlo Sarno - Clerk

ORGANIZATION OF THE INCORPORATORS
BOSTON BUD FACTORY, INC.

All the subscribers to the foregoing Articles of Organization held their first meeting on May 15, 2018 at the office of Thomas John Rooke, 73 Chestnut Street, Springfield, Massachusetts.

Frank Dailey was chosen President and duly sworn.

Carlo Sarno was chosen Vice President and duly sworn.

Frank Dailey was chosen Treasurer and duly sworn.

Carlo Sarno was chosen Clerk and duly sworn.

COMMONWEALTH OF MASSACHUSETTS

Hampden, SS.

May 15, 2018

Personally appeared before me Frank Dailey and Carlo Sarno and made oath that they would faithfully perform the duties of the Corporation.



Thomas John Rooke
Notary Public

My Comm. Expires: 11-26-21

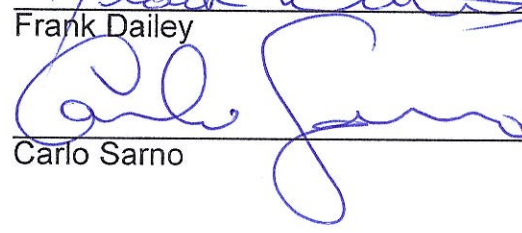
The Chairman presented and read the foregoing Articles of Organization and Waiver of Notice of the first meeting:

VOTED: That the persons specified in the Articles of Organization constitute a corporation under the statutes of the Commonwealth of Massachusetts with the name and purpose set forth in said Articles; that the Articles be kept with the records of the meeting, and that the following be adopted as the By-Laws of the Corporation: -

We, the undersigned Stockholders,
hereby waive notice of the above
meeting and approve of the minutes
as set forth above.



Frank Dailey



Carlo Sarno

BOSTON BUD FACTORY, INC.

FISCAL YEAR: Ends: December
ANNUAL MEETING: Second Tuesday in Each Year

OFFICERS

PRESIDENT: Frank Dailey
VICE PRESIDENT: Carlo Sarno
TREASURER: Frank Dailey
CLERK: Carlo Sarno

DIRECTOR

Frank Dailey
Carlo Sarno

FEDERAL ID #: 83-0540049

Effective Date: May 15, 2018

ARTICLE VII

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

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:
37 Commercial Street, Holyoke, MA 01040
- b. The name of its initial registered agent at its registered office: **Carlo Sarno**
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **Frank Dailey, 109 Pennsylvania Ave., Springfield, MA 01118**
VP: **Carlo Sarno, 47 Willow Brook Road, Longmeadow, MA 01106**
Treasurer: **Frank Dailey, 109 Pennsylvania Ave., Springfield, MA 01118**
Secretary/Clerk: **Carlo Sarno, 47 Willow Brook Road, Longmeadow, MA 01106**
Director(s): **Frank Dailey, 109 Pennsylvania Ave., Springfield, MA 01118**
Carlo Sarno, 47 Willow Brook Road, Longmeadow, MA 01106

- d. The fiscal year end of the corporation: **December 31**
- e. A brief description of the type of business in which the corporation intends to engage: **cannabis retail**
- f. The street address of the principal office of the corporation: **37 Commercial Street, Holyoke, MA 01040**
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

37 Commercial Street, Holyoke, MA 01040

(number, street, city or town, state, zip code), which is

- ☒ its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed this 15th day of May, 2018 by the incorporator(s):

Signature: 

Name: Frank Dailey Carlo Sarno

Address: 37 Commercial Street, Holyoke, MA 01040

COMMONWEALTH OF MASSACHUSETTS

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$_____ having been paid, said articles are deemed to have been filed with me this _____ day of _____, 20_____, at _____ a.m./p.m.
time

Effective date: _____
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

Name approval

TO BE FILLED IN BY CORPORATION

Contact Information:

C

Thomas John Rooke, Esq.

M

73 Chestnut Street

Springfield, MA 01103

Telephone: _____
413-731-9000

Email: _____
tjrlaw@verizon.net

Upon filing, a copy of this filing will be available at www.sec.state.ma.us/cor.
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

CONTINUATION SHEET IV

4.1 Voting Rights. The holders of shares of common stock shall be entitled to one vote for each share so held with respect to all matters to be voted on by shareholders of the corporation.

4.2 Rights Upon Dissolution. Upon any voluntary or involuntary liquidation, dissolution or winding up of the affairs of the corporation, the net assets of the corporation shall be distributed pro rata to the holders of the common stock.

CONTINUATION SHEET V

Any shareholder, including the heirs, assigns, executors or administrators of a deceased shareholder, desiring to sell or transfer such stock owned by him or them, shall first offer it to the corporation through the Board of Directors, in the manner following:

He shall notify the directors of his desire to sell or transfer by notice in writing, which notice shall contain the price at which he is willing to sell or transfer and the name of one arbitrator. The Directors shall within thirty (30) days thereafter either accept the offer, or by notice to him in writing name a second arbitrator, and these two shall name a third. It shall then be the duty of the arbitrators to ascertain the value of the stock, and if any arbitrator shall neglect or refuse to appear at any meeting appointed by the arbitrators, a majority may act in the absence of such arbitrator.

After acceptance of the offer, or the report of the arbitrators as to the value of the stock, the Directors shall have thirty (30) days within which to purchase the same at such valuation, but if at the expiration of thirty (30) days, the corporation shall not have exercised the right so to purchase, the owner of the stock shall be at liberty to dispose of the same in any manner he may see fit.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with but the Board of Directors may in any particular instance waive the requirement.

No certificates of shares of stock in this corporation shall be issued without the following clause written on said Certificate:

These shares have not been registered under the Securities Act of 1933. They may not be offered or transferred by sale, assignment, pledge or otherwise unless (i) a registration statement for the shares under the Securities Act of 1933 is in effect or (ii) the corporation has received an opinion of counsel which opinion is satisfactory to the corporation, to the effect that such registration is not required under the Securities Act of 1933.

CONTINUATION SHEET VI-A

6.1 General. The corporation may carry on its business and affairs to the same extent as might an individual, whether as principal, agent, or otherwise.

6.2 Capitalization. The total number of shares of all classes of capital stock the corporation shall be authorized to issue is 10,000 shares of common stock.

6.3 Authority of directors to create new classes and series of shares. The Board of Directors may establish one or more new classes or series of shares, specifying the number of shares to be included therein, the distinguishing designation thereof and the preferences, limitations and relative rights applicable thereto, provided that the Board of Directors may not approve an aggregate number of authorized shares of all classes and series which exceeds the total number of authorized shares specified in the articles of organization (including any amendments thereto). The Board of Directors may also, at any time after the initial issuance of shares of any authorized class or series, reclassify any unissued shares of such class or series into one or more existing or new classes or series.

6.4 Minimum number of directors. The Board of Directors may consist of one or more individuals, notwithstanding the number of shareholders.

6.5 Personal liability of directors to corporation. No Director of the corporation shall have personal liability to the corporation or its shareholders for monetary damages for breach of his or her fiduciary duty as a director notwithstanding any provision of law imposing such liability, except to the extent, if any, that exculpation from liability is not permitted under Chapter 156D of the General Laws of Massachusetts, or any successor thereto, as in effect at the time such liability arose.

No amendment or repeal of this Paragraph 6.5 of Article VI shall adversely affect the rights and protection afforded to a Director of this corporation under this Paragraph 6.5 for acts or omissions or alleged acts or omissions occurring prior to such amendment or repeal. If Chapter 156D of the General Laws of Massachusetts is hereafter amended to further eliminate or limit the personal liability of Directors or to authorize corporate action to further eliminate or limit such liability, then the liability of the Directors of this corporation shall, automatically and without any action being taken by the shareholders, be eliminated or limited to the fullest extent permitted by Chapter 156D as so amended.

6.6 Shareholder vote required to approve matters acted on by shareholders. The affirmative vote of a majority of all the shares in a voting group eligible to vote on a matter shall be sufficient for the approval of the matter, notwithstanding any greater vote on the matter otherwise required by any provision of Chapter 156D of the General Laws of Massachusetts.

6.7 Shareholder action without a meeting by less than unanimous consent. Action required or permitted by Chapter 156D of the General Laws of Massachusetts to be taken at a shareholders' meeting may be taken without a meeting by shareholders having not less than the minimum number of votes necessary to take the action at a

CONTINUATION SHEET VI-B

meeting at which all shareholders entitled to vote on the action are present and voting; provided that any such action shall be evidenced by one or more written consents that describe the action taken, are signed by the shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the corporation for inclusion with the records of meetings within 60 days of the earliest dated consent delivered to the corporation as required by Section 7.04(a) of Chapter 156D of the General Laws of Massachusetts.

6.8 Authorization of directors to make, amend or repeal bylaws. The Board of Directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof which by virtue of an express provision in Chapter 156D of the General Laws of Massachusetts, the Articles of Organization or the bylaws requires action by the shareholders.

COMMONWEALTH OF MASSACHUSETTS

BOSTON BUD FACTORY, INC. has been approved effective:

BY-LAWS
of
BOSTON BUD FACTORY, INC.

ARTICLE I

Articles of Organization

The name and purposes of the corporation shall be as set forth in the Articles of Organization. These By-Laws, the powers of the corporation and its Directors and stockholders, and all matters concerning the conduct and regulation of the business of the corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended or restated.

ARTICLE II

Fiscal Year

Except as from time to time otherwise determined by the Directors, the fiscal year of the corporation shall in each year the end in December.

ARTICLE III

Meetings of Stockholders

Section 1. Annual Meetings.

The annual meeting of stockholders shall be held on the second Tuesday in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the Board of Directors or the President. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or these By-Laws, may be specified by the Board of Directors or the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these By-Laws or otherwise all the force and effect of an annual meeting.

Section 2. Special Meetings.

A special meeting of the stockholders may be called at any time by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place, and purposes of the meeting.

ARTICLE IV

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

See Continuation Sheet IV

ARTICLE V

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

See Continuation Sheet V

ARTICLE VI

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

See Continuation Sheet VI-A and VI-B

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

D

The Commonwealth of Massachusetts

William Francis Galvin
Secretary of the Commonwealth
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

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

FORM MUST BE TYPED

ARTICLE I

The exact name of the corporation is:

Boston Bud Factory, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

The purpose of the corporation is to engage in any lawful business for which a corporation may be organized under Chapter 156D of the General Laws of Massachusetts.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	10,000			

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.

Section 3. Place of Meetings.

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States is designated by the President, or by a majority of the Directors acting by vote or by written instrument or instruments signed by them. Any adjourned session of any meeting of the stockholders shall be held at such place within Massachusetts or, if permitted by the Articles of Organization, elsewhere within the United States as is designated in the vote of adjournment.

Section 4. Notice of Meetings.

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seven days before the meeting to each stockholder entitled to vote thereat and to each stockholder who is otherwise entitled by law or by the Articles of Organization to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it, postage prepaid, and addressed to such stockholder at his address as it appears in the records of the corporation. Such notice shall be given by the Clerk, or in case of the death, absence, incapacity or refusal of the Clerk, by any other officer or by a person designated either by the Clerk, by the person or persons calling the meeting or by the Board of Directors. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these By-Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

Section 5. Quorum.

At any meeting of the stockholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting; except that if two or more classes or series of stock are entitled to vote on any matter as separate classes or series, then in the case of each such class or series, a quorum for the matter shall consist of a majority in interest of all stock of that class or series issued and outstanding; and except when a larger quorum is required by law, by the Articles of Organization or by these By-Laws. Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

Section 6. Action by Vote.

When a quorum is present at any meeting, a plurality of the votes properly cast for election to any office shall elect to such office, and a majority of the vote properly cast upon any question other than an election to an office shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

Section 7. Voting.

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them or record according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

Section 8. Action by Consent.

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

Section 9. Proxies.

Stockholders entitled to vote may vote either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the clerk or other person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

ARTICLE IV

Directors

Section 1. Powers.

The business of the corporation shall be managed by a Board of Directors who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

Section 2. Enumeration, Election and Term of Office

The Board of Directors shall consist of not less than three Directors, except that whenever there shall be only two stockholders, the number of Directors shall be not less than two, and whenever there shall be only one stockholder, the number of Directors shall be not less than one. The number of the Directors shall be as determined from time to time by the stockholders and may be enlarged by vote of a majority of the Directors then in office. The Directors shall be chosen at the annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each shall hold office until the next annual election of Directors and until his successor is chosen and qualified or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

Section 3. Regular Meetings.

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

Section 4. Special Meetings.

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by two or more Directors, reasonable notice thereof being given to each director by the Secretary or an Assistant Secretary, or, if there be none by the Clerk or an Assistant Clerk, or by the officer or one of the Directors calling the meeting.

Section 5. Notice

It shall be reasonable and sufficient notice to a Director to send notice by mail at least forty-eight hours or by telegram at least twenty-four hours before the meeting addressed to him at his usual or last known business or residence address or to give notice to him in person or by telephone at least twenty-four hours before the meeting. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

Section 6. Quorum.

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of a majority of the Directors then in office. Whether or not a quorum is present any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors present shall be requisite and sufficient for election to any office and shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these By-Laws.

Section 7. Action by Consent.

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all the Directors consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors at a meeting.

Section 8. Committees.

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

ARTICLE V

Officers and Agents

Section 1. Enumeration; Qualification.

The officers of the corporation shall be a President and a Clerk, and such other officers, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion appoint. Any officer may be, but none need be a Director or stockholder. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

Section 2. Powers.

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as are commonly incident to his office and such duties and powers as the Directors may from time to time designate.

Section 3. Election.

The President and the Clerk shall be elected annually by the Directors at their first meeting following the annual meeting of the stockholders. Other officers, if any, may be elected or appointed by the Board of Directors at said meeting or at any other time.

Section 4. Tenure.

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, the President, the Treasurer and the Clerk shall hold office until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, and each other officer shall hold office

until the first meeting of the Directors following the next annual meeting of the stockholders and until their respective successors are chosen and qualified, unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his authority at the pleasure of the Directors.

Section 5. President and Vice-Presidents.

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors, he shall preside, when present, at all meetings of stockholders and of the Board of Directors.

Section 6. Treasurer and Assistant Treasurer.

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

Section 7. Clerk and Assistant Clerks.

The Clerk shall keep a record of the meetings of stockholders and directors. In the absence of the Clerk from any meeting of stockholders or directors, an Assistant Clerk designated by the person presiding at the meeting, shall perform the duties of the Clerk.

ARTICLE VI

Resignations, Removals and Vacancies

Section 1. Resignations.

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Clerk or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof.

Section 2. Removals.

Directors, including Directors elected by the Directors to fill vacancies in the Board, may be removed with or without assignment of cause by vote of the holders of the majority of the shares entitled to vote in the election of Directors, provided that the Directors of a class elected by a particular class of stockholders may be removed only by the vote of the holders of a majority of the shares of the particular class of stockholders entitled to vote for the election of such Directors.

The Directors may by vote of a majority of the Directors then in office remove any Director for cause.

The Directors may remove any officer from office with or without assignment of cause by vote of a majority of Directors then in office.

If cause is assigned for removal of any Director or officer, such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

The Directors may terminate or modify the authority of any agent or employee.

Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provision shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

Section 3. Vacancies.

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors then in office or, in the absence of such election by the Directors, by the stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from action by the stockholders may be filled by the stockholders at the same meeting at which such action was taken by them. If the office of any officer becomes vacant, the Directors may elect or appoint a successor by vote of a majority of the Directors present at the meeting at which such election or appointment is made.

Each such successor shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

ARTICLE VII

Indemnification of Directors and Others

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonable incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interest of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

- (a) Such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:
 - (i) by a disinterested majority of the Director then in office; or
 - (ii) by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or officer; or
- (b) In the absence of action by disinterested directors or stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law. As used in this Article, the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

ARTICLE VIII

Stock

Section 1. Stock Authorized.

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

Section 2. Issue of Authorized Unissued Capital Stock.

Any unissued capital stock from time to time authorized under the Articles of Organization may be issued by vote of the Directors. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus.

Section 3. Certificates of Stock.

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the class and the designation of the series, if any, of the shares held by him. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation.

Every certificate for shares of stock subject to any restriction or transfer pursuant to the Articles of Organization, these By-Laws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Section 4. Transfers.

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address.

Section 5. Lost, Mutilated, or Destroyed Certificates.

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

Section 6. Transfer Agent and Registrar.

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

Section 7. Settling Record Date and Closing Transfer Records.

The Board of Directors may fix in advance a time not more than sixty days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the corporation for all or any part of such sixty-day period.

If no record date is fixed and the transfer books are not closed, then the record date for determine stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the closed of business on the day on which the Board of Directors acts with respect thereto.

ARTICLE IX Miscellaneous Provisions

Section 1. Execution of Papers.

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

Section 2. Voting of Securities.

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

Section 3. Corporate Seal.

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

Section 4. Corporate Records.

The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the Incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Clerk or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to

secure a list of stockholders for the purpose of selling said list or copies thereof or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

Section 5. Evidence of Authority.

A certificate by the Clerk or Secretary or an Assistant or Temporary Clerk or Secretary as to any matter relative to the Articles of Organization, By-Laws, records, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

ARTICLE X Amendments

These By-Laws may be amended or repealed in whole or in part by the affirmative vote of the holders of a majority of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, provided that notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting.

Any By-Law adopted, amended or repealed by the Directors may be repealed, amended or reinstated by the stockholders entitled to vote on amending the By-Laws.

ARTICLE XI Repayment Arrangement


Any payment paid to an officer of the corporation such as a salary, commission, bonus, interest, or rent, for entertainment expense incurred by him, which shall be disallowed in whole or in part as a deductible expense by the Internal Revenue Service, shall be reimbursed by such officer to the corporation to the full extent of such disallowance. It shall be the duty of the Directors, as a Board, to enforce payment of each such amount disallowed. In lieu of payment by the officer, subject to the determination of the Directors, proportionate amounts may be withheld from his or her future compensation payments, until the amount owed to the corporation has been recovered.

BOSTON BUD FACTORY, INC.

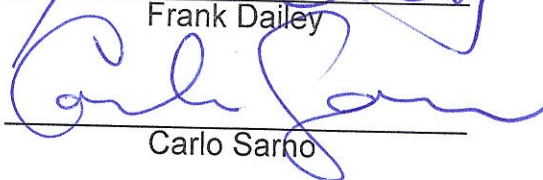
WAIVER OF NOTICE OF
INCORPORATOR'S MEETING

We, Frank Dailey and Carlo Sarno, being the incorporators of BOSTON BUD FACTORY, INC., do hereby waive notice of said time, place and purpose of the meeting of the incorporators. Said meeting is to be held at 73 Chestnut street, Springfield, Massachusetts on May 15, 2018 at 4:00 P.M. and consent to the transaction of all such business as may lawfully come before the meeting.

Dated at Springfield, Massachusetts this 15th day of May, 2018.



Frank Dailey



Carlo Sarno

Boston Bud Factory

Island Pond Road Strategic Business Plan

1. Executive Summary
2. The Company
 - a. Mission Statement
 - b. Corporate Culture
 - c. Management Profiles
3. Situational (SWOT) Analysis
 - a. Strengths
 - b. Weaknesses
 - c. Opportunities
 - d. Threats
4. Market Research
 - a. Industry research
 - b. Competition
 - c. Product Supply
5. Marketing Plan
 - a. Social Media
 - b. Market Share
 - c. Brand recognition and marketing
6. Product Development and Sourcing
 - a. Description of services and products to be offered
 - b. Product pricing
 - c. Boston Bud Factory Branded products
7. Training and Education
 - a. Employee training
 - b. Community outreach
 - c. Ezra Parzybok Educational Support
8. Financial Plan
 - a. Sales Estimates
 - b. Income Statement
 - c. Startup costs
 - d. Capital Plan

EXECUTIVE SUMMARY

Boston Bud Factory is a startup company, with the goal of entering the cannabis industry in the state of Massachusetts. The foundation of Boston Bud Factory will be that it is a small local business that will stand out based on its commitment to education and community support. Boston Bud Factory will have consulting agreements with an educational consultant as well as a Registered Nurse. There will be areas at each location where customers and people from the surrounding community can attend educational events and medical consultations. The cannabis Industry is poised to generate billions of dollars in sales revenue in Massachusetts, but much of that revenue will go to companies and executives outside of Massachusetts rather than support and education in the local community. The ownership of BBF want to make sure that the impact of this new industry is managed by local people that are in touch with the community to ensure that profits help support programs and awareness in local communities.

Boston Bud Factory is planning multiple locations with corporate headquarters in Holyoke. The first locations will also be in Holyoke, starting with a retail dispensary, manufacturing, and a member's only lounge. While working to open in Holyoke BBF will also be working towards licensing a retail location in the East Forest Park neighborhood of Springfield. The location in East Forest Park was strategic to ensure survival of a neighborhood icon and is expected to be an extremely high volume store. The plan for the BBF East Forest Park location includes many site improvements that will beautify the neighborhood and provide a revenue stream that can support the site for many years to come. Lease revenue from the Boston Bud Factory opening in Murphy's Pop Shop will add new revenues to the existing owners, Murphy's Pop Stop. If approved for retail cannabis sales the underutilized retail space at Murphy's will be completely remodeled along with exterior improvements that will brighten the location and the neighborhood.

Boston Bud Factory is in the process of securing space at 73 Sargeant St for a brick and mortar retail location as well as manufacturing. The Sargeant St location will be in close proximity to the proposed members only lounge planned for a location on Commercial St. The Sargeant St. location is only a few blocks down from the Commercial St location, the hope is that the proximity will generate membership for the Boston Bud Factory Social Club. Initial manufacturing at that site will be limited to one or two presses that will be operating to produce products such as wax, shatter, and oils for vape cartridges. Boston Bud Factory has plans to develop its own branded product line, as well as retailing many other brands and products. Long term plans will include larger scale production equipment for extraction as well as transdermal patches.

Long term the vision for Boston Bud Factory includes up to three retail locations as well as the potential for social use lounges once licensing is developed by the state. A third retail location is already being scouted in the Indian Orchard section of Springfield, this location may also include manufacturing of edibles and other products. Again, if the state approves licensing for social use lounges then Boston Bud Factory lounge would also plan a lounge for that location.

Initially manufacturing would be on the small scale to allow time for development of a diverse product line as well as time to build capital for investment in the equipment that would be required for larger scale production. Long term plans would include development of an organic product line that utilizes all-natural components produced with no pesticides, herbicides, solvents, or other chemical ingredients. Many processing procedures include the use of butane, alcohol, or other harmful ingredients. Boston Bud Factory will work towards CO2 super critical extraction, the cleanest process for extracting the oil from plant matter. Frank Dailey has developed many transdermal drug delivery systems and has plans for developing a patch which has no solvent. The majority of transdermal patches utilize a solvent based adhesive because extracted oils are homophobic and not miscible with water. Frank plans to develop a water based or hydrogel patch to ensure that the safest, most effective, and environmentally friendly products are being sold.

Initial sales estimates for each retail location are \$5k-\$15k per day resulting in total yearly sales of \$1.5-\$3M. Product cost represents 40-50% of sale price, that figure will reduce over time as Boston Bud Factory products are developed. Initial payroll will include two general managers and a staff of 3-4 budtenders, security guards will be provided by a local and licensed security agency. Weekly payroll cost is estimated to be around \$3,400k per week or \$180k per year. All staff will be paid a minimum of \$15 per hour, well above state mandated minimum wages. Operating expenses including rent and utilities are estimated at \$100k per year, the tax burden from retail sales could be as much as 20% or \$600k per year. The following is a chart showing various sales scenarios:

	High Scenario (\$12,500 / day)	Middle Scenario (\$7,500k / day)	Low Scenario (\$5k / day)
Sales	\$4,375,000	\$2,450,000	\$1,750,000
Product (COGS)	\$2,187,500	\$1,225,000	\$875,000
Gross Profit	\$2,187,500	\$1,225,000	\$875,000
Gross Profit %	50%	50%	50%
Payroll Expenses	\$510,000	\$270,000	\$225,000
Security Expenses	\$100,000	\$100,000	\$100,000
Site Expenses	\$100,000	\$100,000	\$100,000
Total Expenses	\$710,000	\$755,000	\$450,000
Taxes	\$875,000	\$490,000	\$350,000
Net Profit	\$602,500	\$265,000	\$100,000

A more detailed site plan with measurements and buildout plans will be created prior to submitting any license applications. A local Lawyer will be used to setup the corporation and to assist with review of licensing applications. A local consultant will also assist with development of an education and awareness program as well as a training program for all employees, Ezra Parzybok is familiar with the cannabis industry as well as the local regulating bodies. In addition to the educational consultant on staff there will also be a registered nurse on staff to assist with patient questions and dosing.

The proposed layout and design for the retail spaces is shown below, all cannabis containing product will be displayed, stored, and locked in metal cabinets similar to what is show in the following pictures.



THE COMPANY

Boston Bud Factory is a locally owned, locally managed, locally staffed, and locally financed start up business focusing on the emerging Cannabis Industry in Massachusetts. Boston Bud Factory will prioritize community advocacy and education rather than profits. Each location will give priority to candidates who reside in areas of disproportionate impact. Additionally, each location will offer annual scholarships available only to residents of the location's immediate community. Boston Bud Factory will set the example locally for community stewardship.

Boston Bud Factory will be a chain of retail cannabis stores which promotes responsible use of cannabis along with a big focus on education and awareness. All BBF locations will be locally owned by people who care a great deal about their community and the responsible use of cannabis products. BBF will focus product offerings away from high dose products which are prone to abuse, the focus will be more on products which help the average person and are not prone to abuse. Initial plans are to open a retail site in East Forest Park, this would be the first of up to 3 retail locations as well as potentially up to 3 on-site consumption locations which can provide a revenue stream that can be used in the future to develop manufacturing capabilities to produce a line of Boston Bud Factory branded products. Plans could also include a members-only VIP lounge in Holyoke, access would be limited and membership requirements would be strict. A private club is the only way that someone could enjoy both alcohol and cannabis in one location. Members would have private lockers on site to store their products and depending on regulatory requirements products could be ordered through Boston Bud Factory.

The culture of BBF will be focused on education and training. BBF has teamed up with local cannabis industry consultant Ezra Parzybok. Ezra and Frank are working on developing a training program that can be used not only by BBF but potentially for other licensed marijuana establishments in the area. BBF will offer referrals for addiction counseling as well as educational seminars to the public. There will be areas in all BBF stores for educational materials on both the benefits of cannabis use as well as the dangers of excessive use or abuse. **GET SOME INPUT FROM EZRA ON HOW TO ADD SPRUCE THIS UP**

Carlo Sarno is a resident of Longmeadow and currently owns and operates two establishments that are regulated for serving alcohol. Carlo also owns and amusements company, CJS Amusements out of West Springfield. Carlo has over 20 years of experience owning and operating several successful restaurants and bars in the local area. Carlo brings a wealth of business experience as well as the ability to manage day to day operations in a regulated environment. Carlo has a teen age daughter so he is very aware of the risks that both alcohol and cannabis present to children. It is important to educate our children on the risks of certain choices as well as the dangers associated with abuse of any substance. Carlo is committed to ensuring that the cannabis industry does not have a negative effect locally and that it rather becomes a great benefit for local communities.

Franklyn Dailey is a resident of the East Forest Park neighborhood of Springfield. He is an alumn of both Springfield Technical Community College as well as the University of Massachusetts, Amherst. Frank has over twenty years of experience working as a Chemical Engineer and over ten years of Management experience. Most recently, Frank was the Plant Manager overseeing day to day operations of a \$40Million dollar company in Long Island. His work experience includes equipment design, process optimization, lean six sigma training, employee training, and managing crews which range from 5 - 110

people. Frank resides with his two teenage daughters and has assisted with coaching their extracurricular activities throughout the years. Frank also volunteers at the Springfield Rescue Mission and helps with many local fundraising events.

SITUATIONAL (SWOT) ANALYSIS

There are many strengths associated with Boston Bud Factory and its corporate culture, starting with the fact that the company will put so much emphasis on educating consumers and local communities on the benefits and risks associated with responsible cannabis use. The owners of BBF all have young children so they recognize the hazards associated with excessive use of anything whether that be alcohol or cannabis. Boston Bud Factory has teamed up with Ezra Parzybok to develop a corporate training program, one which could be available to other Licensed Marijuana Establishments (LME's). Boston Bud Factory will also work with local organizations to hire from challenged populations wherever possible, the lighthouse program in Holyoke has personnel that can be utilized in some employment roles.

The outlook for the Cannabis Industry continues to be positive as more and more states legalize cannabis use. Vermont is the most recent state to legalize both medical and recreational marijuana use. Vermont was unique in that they legalized through the legislative branch rather than leaving it to the voters. New Jersey and Michigan are soon to follow with legalization, many other states like Connecticut have just begun the journey. As more and more states legalize pressure will mount on the Federal Government to remove Cannabis from the list of illegal drugs.

Carlo Sarno brings years of experience owning and operating licensed alcohol establishments and boasts an impressive track record of safe and responsible ownership. Carlo's experience working with the Alcohol and Beverage Commission (ABC) will be very helpful working with the Cannabis Control Commission (CCC) to ensure compliance to all rules and regulations. Carlo currently owns and operates 2 Licensed Alcohol Establishments, one in Springfield and one in Holyoke. Carlo is also the owner and operator for CJS Amusements which has video games, juke boxes, and pool tables in many area locations.

Frank Dailey brings extensive product manufacturing knowledge, he has personally developed several transdermal delivery systems for both THC and CBD. Frank worked for Mylan Pharmaceuticals as Process Development Manager in the Transdermal Drug Delivery industry. Frank also has over 20 years of experience working as a Chemical Engineer in the adhesives and coatings industry. Over the years Frank has built a career working with process equipment similar to what is used for Supercritical Extraction and transdermal patch manufacturing. Frank has been consulting for over a year in the Colorado Cannabis Industry, touring dispensaries, Marijuana Infused Products (MIP's), and state licensed testing facilities to gain a better understanding of the industry as well as the associated technology. Frank will be able to design the equipment and develop the processes needed to develop the BBF branded product line.

As with any operation there are going to be weaknesses, even more due to the fact that there will be a lot of competition and lack of adequate banking resources available to LME's. Cannabis is an emerging industry and poised for large scale rapid growth, this has many organizations and individuals looking at how to get into this industry. In Holyoke where the BBF headquarters will be there could be up many LME's creating a challenging and competitive market. Competition requires a strong business plan and a strong financial plan. Because there are no banking resources available to LME's this will be a cash

business. With the sizeable amount of cash being estimated there will be additional security costs required and these costs add to the financial burden of running this cash business.

Because this is an emerging industry the opportunities are endless. Even with the amount of competition the outlook for BBF is positive, initial start-up funds are tight but the growth plan is built around retail sales providing a revenue stream for investment in manufacturing technologies such as Supercritical CO2 extraction and Transdermal patch production. Frank's knowledge of process equipment, as well as his experience developing transdermal systems which are currently being sold by a company in Colorado, will allow for a short timeline to getting products on the market. Current plans call for manufacturing capabilities in the third year of operation, these manufacturing capabilities could add another \$3-5M in revenues, even more as the product offerings are increased and sales volumes grow. Manufacturing capabilities also offer the ability to white label products for other companies to sell under their own brand.

There is also no surprise that there are many threats associated with the Cannabis Industry, not to mention that marijuana is still classed as an illegal drug by the federal government. The Massachusetts U.S. Attorney has made statements that he will not promise not to prosecute marijuana crimes. The Attorney General of the United States of America has also stated that they will not guarantee that marijuana crimes will not be prosecuted. Governor Baker on the other hand has clearly spoken in support of the voter's choice to legalize and therefore decriminalize cannabis crimes. There are many risks associate with the industry but history in other states has shown that businesses are likely to survive if built upon strong management and fiscal oversight.

One other large threat is that there will not be sufficient wholesale product available to supply retail operations initially. It is widely known fact that retail licensing is on the same timeframe as grow licensing so when retail shops open there could be a shortage of product. Boston Bud Factory has a relationship with PURA Elements in Carbondale Colorado, Pura can provide equipment, technology, and knowledgeable personnel to assist with temporary production needs if required.

MARKET RESEARCH

Frank has toured over 20 different retail operations in Colorado studying their operating principles and retail space design. Frank has also worked with several Manufacturer's of Infused Products to develop or improve products, personally designing several transdermal drug delivery systems. Frank has also toured two different state licensed testing facilities to learn test methods, reliability, and repeatability. Sales estimates were based on research done while touring retail operations and information gathered from discussions with retail store owners and managers. Sales estimates ranged from \$7k on the low end to \$40k on the high end, the number of product offerings seemed to play a large part in total sales volumes. Research shows daily customer counts that range from 50 to close to 200, Boston Bud Factory sales estimates are based on 50-100 customers per day. In Colorado the average retail sale ranges from \$85 to \$150. Boston Bud Factory just at the Island Pond location expects 50-100 customers per day spending an average of \$75 to \$100 per visit. On the low end that computes to sales which exceed \$1M and on the high end exceed \$3M.

There is competition not only from licensed operations but also from black market operations. Cannabis licenses area going to be given away by the state to equity groups doing business in challenged communities. For every license issued there is the potential for one equity license, this creates a challenge as equity operations will automatically have lower operating costs due to not having to pay any licensing fees. One of the largest grow operations in the state, Green Thumb Industries (GTI), will also have a retail operation in Holyoke creating more competition. GTI could have lower operating costs making it more competitive and more profitable. With the level of competition brand recognition will play a large part in sales volumes, Boston Bud Factory will have retail operations and on-site lounges in several towns and once it has its own product line the company will be even more competitive. The Boston Bud Factory plan for retail locations as well as on-site use locations will create a good brand recognition. The addition of a VIP private club somewhere will also help to build the brand locally.

Product supply could be challenging immediately but there are two large scale grow operations in Holyoke, GTI and Positronic Farms. Altitude Organic is planning a vertically integrated site in Palmer, BBF is discussing the potential for carrying Altitude branded products. Cannabis flower is likely to be available from several sources but availability and price may fluctuate as supply grows to meet demand. Products currently available to medical dispensaries should also become available to recreational facilities once licensing requirements are finalized. As long as Cannabis flower is available there will be sufficient product for retail operations.

MARKETING PLAN

Social media and brand recognition play a huge role in the Cannabis Industry, it will be important to have a strong brand. Boston Bud Factory will have a strong social media presence, once revenues support it there will be a BBF Marketing Director hired to support building the BBF brand. BBF already has a graphic designer working on designing logos for use with stickers and other products such as BBF apparel. Initial potential logos are shown below and many more are in development.



Social Media will play a big part in marketing but with social consumption locations will also bring customer directly from local areas. It is unknown how regulations for social consumption lounges will develop.

With multiple locations planned and the Boston Bud Factory product line these businesses should be extremely competitive. The goal will be to build a responsible local brand which produces responsible and high-quality products. BBF products will be made with the highest quality raw materials and all-

natural components wherever possible. Market share will be dependent on marketing plans, brand recognition, and social media exposure. BBF is expected to stand out above the competitors because of it's commitment to education and its line of responsible and reasonably priced products.

PRODUCT DEVLOPMENT AND SOURCING

Boston Bud Factory will offer a variety of products, products produced by other vendors as well as future products produced by Boston Bud Factory. Wherever possible the goal will be to use locally sourced raw materials and products. GTI and Positronic have grow operations starting in Holyoke Massachusetts, these are likely to be the primary suppliers of cannabis flower and any other products they are likely to offer such as pre-rolled joints.

Products to be developed as branded products for Boston Bud Factory include, but are not limited to the following:

- | | |
|-------------------------------------|--------------------------------------|
| -Cannabis Flower (Multiple strains) | -Cannabis creams and ointments |
| -Cannabis Oil extracts | -Cannabis bath and body treatments |
| -Transdermal Patches (CBD and THC) | -Smoking and vaping related products |
| -Cannabis edible products | -Branded Apparel |

Product pricing will be based on market supply and demand, some products will have a higher retail markup than others. Products sourced from other vendors will be priced with at least a 100% wherever possible. Products that can't meet minimum gross margins will be discontinued or wholesale pricing will be negotiated to make the product profitable.

Target date for having Boston Bud Factory branded products available for sale will be first quarter 2019. Once the retail operations are open for business and sales revenues are realized a plan for the necessary equipment will be developed. The first piece of equipment needed will be equipment to perform supercritical extraction, distillate is a necessary raw material for most other cannabis products.

FINANCIAL PLAN

Sales Estimates

	High Scenario (\$12,500 / day)	Middle Scenario (\$7,500k / day)	Low Scenario (\$5k / day)
Sales	\$4,375,000	\$2,450,000	\$1,750,000
Product (COGS)	\$2,187,500	\$1,225,000	\$875,000
Gross Profit	\$2,187,500	\$1,225,000	\$875,000
Gross Profit %	50%	50%	50%
Payroll Expenses	\$510,000	\$408,000	\$296,000
Security Expenses	\$100,000	\$100,000	\$100,000
Site Expenses	\$100,000	\$100,000	\$100,000
Total Expenses	\$710,000	\$608,000	\$496,000
Taxes	\$437,500	\$245,000	\$175,000
Net Profit	\$1,040,000	\$372,000	\$204,000

Income Statement with 5 year profitability analysis:

Gross Revenue	1,750,000	4,200,000	6,800,000	7,140,000	7,497,000
COGS	875000	2100000	3400000	3213000	3373650
Gross Profits	875,000	2,100,000	3,400,000	3,927,000	4,123,350
Expenses					
Management Salaries	140,000	300,000	400,000	500,000	500,000
Benefits	7000	15000	40000	100000	100000
Hourly	156,000	336,960	514,800	686,400	748,000
Benefits	7800	16848	51480	68640	149600
Rent	24,000	66,000	100,000	100,000	100,000
Utilities	4,320	8,640	15,000	50,000	50,000
Security	104,000	208,000	312,000	360,000	360,000
Facility Amortization	0	0	0	0	0
State/Local Taxes	175000	420000	680000	785400	824670
G&A	15,000	41,000	50,000	75,000	75,000
Total Operational Expenses	630,120	1,407,448	2,163,280	2,725,440	2,907,270
Net Income	244,880	692,552	1,236,720	1,201,560	1,216,080

Startup Costs are detailed in the table below:

	Cost	BBF Expense
Licensing Fees	\$10,000	Frank Dailey and Carlo Sarno
Security and Access Control System	\$35,000	BBF Financed Expense
Interior Retail Space Remodel	\$5,000	BBF Expense
Security Fencing - Sallyport	\$3,500	BBF Expense
Electrical Wiring Interior & Exterior	\$3,000	BBF Expense
Building Exterior Remodel	\$7,500	BBF Expense
Retail fixtures and vaults	\$7,000	BBF Expense
Locksmith for doors	\$5,000	BBF Expense
Liability Insurance	\$3,500	BBF Expense
Retail Technology and Equipment	\$3,500	BBF Financed Expense
TOTAL BBF Leased Equipment	\$38,500	
TOTAL BBF Startup Expenses	\$34,500	

Startup Capital Plan

Licensing Costs:

- Holyoke Retail Store State License \$5,000
- Holyoke Manufacturing State License \$5,000
 - o Frank Dailey and Carlo Sarno have each put up \$5,000 from personal savings to cover the initial licensing fees. The funds were lawfully obtained and are currently available in the Citizen Bank operating account.

Holyoke Store Startup Costs:

- Retail space construction \$5,000
- Retail Fixtures construction \$7,000
- Sallyport fencing \$3,500
- Locksmiths for electronic doors \$5,000
- Insurance \$3,500
- Computer hardware \$3,500
- Canopy and exterior lighting \$7,500
- Electrical Wiring \$3,000
- Security System \$35,000
 - o Frank Dailey will loan the business \$35,000 to cover startup expenses. The security system (~\$35k) will be leased through a capital finance company associated with American Alarm. Boston Bud Factory will pay Frank Dailey back at an agreed upon payment schedule including market rate interest rates. Frank has also secured a \$50k home equity line in case additional funds are required.
 - o Engineering and Architect costs for designing the space have all been paid out of pocket by Frank Dailey and Carlo Sarno. Expenditures to date include the site survey, rent for 73 Sargeant St, Surety Bonds, softball team sponsorship, business cards, website, graphic design, t-shirts, banners and signs, industry groups dues, stickers, and state application fees. All funds used to pay for these expenditures was earned lawfully by Frank Dailey and Carlo Sarno.



2018 – 2019
Commercial Package Policy
Insurance Proposal

Prepared for:

Boston Bud Factory
37 Commercial Street
Holyoke, MA 01040

Prepared by:

CANNASURE INSURANCE SERVICES

1991 Crocker Road, Suite 320

Cleveland, Ohio 44145

P 800.420.5757 F 800.420.1975

CA License # 0H30190

Feb 16, 2018

QUOTE INFORMATION

Named Insured:	Boston Bud Factory
Insurance Carrier:	Conifer Insurance Company; A.M. Best Rated: B++ (Good) VI
Admitted:	No
Coverage:	Commercial Package Policy
Policy Period:	12 Months
Premium:	\$3,498.00
Fees:	\$175.00 Administrative Fee
Taxes:	\$139.92
Total:	\$3,812.92 Excluding Terrorism*

* Terrorism coverage is excluded, but coverage can be added for an additional premium. See TRIA Form.

25% Minimum Earned Premium

10% Retail Producer Commission

PLEASE MAKE YOUR CHECK PAYABLE TO:

CIS INSURANCE SERVICES, LLC

PLEASE MAIL PAYMENT TO:

**1991 Crocker Road, Suite 320
Cleveland, OH 44145**

SUBJECTIVITIES – ALL SUBJECTIVITIES REQUIRED PRIOR TO BINDING:

- Marijuana Risk Warranty Form 1 signed and dated by the insured
- Marijuana Risk Warranty Form 2 signed and dated by the insured
- Notice of Surplus Lines Placement To Insured signed and dated
- Copy of insured's active state license to grow, process or dispense marijuana
- Completed Surplus Lines Diligent Search Form (STATE REQUIRED)
- Completed and signed TRIA Acceptance or Rejection form required
- Completed, signed and dated application
- Completed, signed & dated Bind Request Form
- Signed and dated Surplus Lines Placement and Fee Agreement - Cannasure
- Favorable Loss Control Inspection (within 30 days of the effective date)
- Insured must initial next to Premium Finance cancellation notice acknowledging they have read and understood (bind order request page)
- Confirmation deposit or full term premium- *scanned copy of check required prior to binding*

Consult the policy for all specific terms and conditions and complete policy exclusions

PLEASE NOTE THAT WE WILL NOT PRESENT A BIND REQUEST TO THE CARRIER UNTIL ALL UNDERWRITING CONDITIONS ARE MET AND PAYMENT IS RECEIVED. THE CARRIER DOES NOT CONSIDER COVERAGE BOUND UNTIL CONFIRMED IN WRITING.

COMMERCIAL LINES QUOTE

Quote is valid for 30 days (until 3/18/2018)

Named Insured and Mailing Address:

Franklyn E. Dailey Carlo Sarno
DBA: Boston Bud Factory

37 Commercial Street
Holyoke, MA 01040

POLICY PERIOD: From 2/16/2018 to 2/16/2019 12:01 Standard Time at your mailing address above.	
INSURED TYPE: LLC	
THIS QUOTE CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.	
COVERAGE PARTS	PREMIUM
Commercial Property Coverage Part	Not Applicable
Commercial General Liability Coverage Part	\$2,498.00
Commercial Liquor Liability Coverage Part	Not Applicable
Commercial Medical Malpractice Coverage Part	Not Applicable
Commercial Auto Coverage Part	Not Applicable
Commercial Inland Marine Coverage Part	Not Applicable
Commercial Product Liability Coverage Part	\$1,000.00
Administrative Fee	\$175.00
Taxes	\$139.92
TOTAL QUOTE PREMIUM	\$3,812.92

Responsible Agent of Record:

Cannasure Insurance Services, LLC.
1991 Crocker Road
Suite 320
Westlake, OH 44145
(800) 420-5757

Forms and Endorsements:

Premium

CICPRIV01 (10-15) Privacy Policy

IL0003 (07-02) Calculation of Premium

IL0017 (11-98) Common Policy Conditions

Marijuana Risk Warranty

Limits and/or coverages provided on this quote may differ from those requested on the application.

COMMERCIAL GENERAL LIABILITY QUOTE

Cannasure Insurance Services, LLC. 1991 Crocker Road Suite 320 Westlake, OH 44145 (800) 420-5757		
Named Insured:	Franklyn E. Dailey Carlo Sarno	
DBA:	Boston Bud Factory	
Mailing Address:	37 Commercial Street Holyoke, MA 01040	
Policy Period:	2/16/2018 to 2/16/2019 at 12:01 A.M. Standard Time at your mailing address above.	

LIMITS OF INSURANCE

Each Occurrence Limit \$1,000,000
 General Aggregate Limit \$2,000,000
 Personal & Advertising Injury Limit \$1,000,000 Any one person or organization
 Damage to Premises \$100,000 Any one premises
 Products/Completed Operations Aggregate Limit Excluded
 Medical Expense Limit \$1,000 Any one person

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ Joint Venture ☐ Other

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc #	DBA	Address
1	Boston Bud Factory	Island Pond Rd. Springfield, MA 01105

CLASSIFICATION AND PREMIUM

Loc #	Item #	Class Code	Premium
1	1	97047 - Landscape Gardening	Included

ENDORSEMENTS

Forms and Endorsements made part of this policy at time of issue:

<u>Description</u>	<u>Premium</u>
CG0001 (04-13) Commercial General Liability Form	
CG0068 (05-09) Recording and Distribution of Material or Information In Violation of Law Exclusion	
CG2101 (11-85) Exclusion - Athletics or Sports Participants	
CG2106 (05-14) Exclusion - Access or Disclosure of Confidential or Personal Information and Data - Related Liability - with Limited Bodily Injury Exception	
CG2109 (06-15) Exclusion - Unmanned Aircraft	
CG2132 (05-09) Communicable Disease Exclusion	
CG2139 (10-93) Contractual Liability Limitation	
CG2146 (07-98) Abuse or Molestation Exclusion	
CG2147 (12-07) Employment-Related Practices Exclusion	
CG2149 (09-99) Total Pollution Exclusion	
CG2166 (06-15) Exclusion - Volunteer Workers	
CG2167 (12-04) Fungi and Bacteria Exclusion	
CG2173 (01-15) Exclusion of Certified Acts of Terrorism	
CG2175 (01-15) Exclusion of Certified Acts of Terrorism and Exclusion Of Other Acts of Terrorism Committed Outside The United States	
CG2176 (01-15) Exclusion of Punitive Damages as a Result of Certified Acts of Terrorism	
CG2186 (12-04) Exclusion - Exterior Insulation and Finish Systems	
CG2196 (03-05) Silica or Silica-Related Dust Exclusion	
CIGL01 (04-10) Exclusion - Lead Paint	
CIGL02 (04-10) Exclusion - Asbestos	
CIGL05 (05-17) Animals Exclusion	
CIGL21 (01-14) Cross Suits Exclusion	
CIGL32 (01-14) Minimum Earned Premium Endorsement	
CIGL34 (08-14) Firearms Exclusion	
CIHC01 (10-15) Biological or Chemical Materials Exclusion	
CIHC02 (08-15) Seepage And/Or Pollution And/Or Contamination Exclusion	
IL0021 (09-08) Nuclear Energy Liability Exclusion Endorsement	
CG2104 (11-85) Products/Completed Operations Hazard Exclusion	
CG2116 (07-98) Exclusion-Designated Professional Services	
CG2144 (07-98) Limitation of Coverage to Designated Premises	
CIGL03 (09-10) Exclusion - Assault & Battery	

Limits and/or coverages provided on this quote may differ from those requested on the application.

COMMERCIAL PRODUCT LIABILITY QUOTE

Cannasure Insurance Services, LLC.
1991 Crocker Road
Suite 320
Westlake, OH 44145
(800) 420-5757

Named Insured: Franklyn E. Dailey Carlo Sarno

DBA: Boston Bud Factory

Mailing Address: 37 Commercial Street
Holyoke, MA 01040

Policy Period: 2/16/2018 to 2/16/2019 at 12:01 A.M. Standard Time at your mailing address above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE STATED IN THIS POLICY.

LIMITS OF INSURANCE

Each Occurrence Limit \$100,000

General Aggregate Limit \$100,000

DESCRIPTION OF BUSINESS

FORM OF BUSINESS:

☐ Individual ☐ Partnership ☐ Corporation ☒ LLC ☐ Joint Venture ☐ Other

ALL PREMISES YOU OWN, RENT OR OCCUPY

Loc #	DBA	Address
1	Boston Bud Factory	Island Pond Rd. Springfield, MA 01105

COMMERCIAL PRODUCT LIABILITY QUOTE**ENDORSEMENTS**

Forms and Endorsements made part of this policy at time of issue:

Description**Premium**

CIHC05 (10-15) Massachusetts Cannabis Operations
Products-Completed Operations Liability Policy

\$1,000

Limits and/or coverages provided on this quote may differ from those requested on the application.

CONIFER INSURANCE COMPANY
550 W. MERRILL STREET, SUITE 200
BIRMINGHAM MI 48009
TELEPHONE: 248-559-0840

DISCLOSURE TO OUR POLICYHOLDERS
ABOUT TERRORISM INSURANCE COVERAGE

Under the Federal Terrorism Risk Insurance Act of 2002, effective November 26, 2002, we are now offering you the right to purchase insurance coverage for losses arising out of acts of terrorism, as defined in Section 102 (1) of the Act.

"The term **"act of terrorism"** means any act that is certified by the Secretary of the Treasury in concurrence with the Secretary of State, and the Attorney General of the United States to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property; or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission and to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion."

Coverage provided by your policy for losses caused by one of these certified Acts of Terrorism is partially reimbursed by the United States under a formula established by Federal law. Under this formula, the United States pays 85% of covered Terrorism losses exceeding the statutorily established deductible paid by Conifer Insurance Company. The premium charged for this coverage is provided below and does not include any charges for the portion of loss covered by the Federal Government under the Act.

Selection or Rejection of Terrorism Coverage

This is our offer to you of coverage for Acts of Terrorism. If you choose to pay the quoted premium below on the renewal of your policy, you will be covered for Acts of Terrorism. If you do not choose to pay this quoted premium, we will exclude Terrorism coverage from your policy.

CHECK ONE

_____ I WILL purchase the offered terrorism coverage for a premium of \$_____ TBD

_____ I WILL NOT purchase the offered terrorism coverage and will have no coverage for terrorism losses.

IF YOU DO NOT RETURN THIS FORM TO US, YOU WILL BE CHARGED THE APPROPRIATE PREMIUM FOR TERRORISM COVERAGE.

Policyholder/ Applicant's Signature

Policyholder DBA

Boston Bud Factory

Policyholder Name

Franklyn E. Dailey Carlo Sarno

Policy Number

Date

CICTRIA 01 05 11

COMPANY COPY – PLEASE RETURN



NOTICE OF SURPLUS LINES PLACEMENT TO INSURED

CANNASURE INSURANCE SERVICES, LLC

PLEASE READ IT CAREFULLY

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with Cannasure Insurance Services, LLC, a surplus lines Broker, I have been advised that:

- (i) The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- (ii) In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

NOTICE OF COMPANY FEE

Furthermore, I hereby affirm that, I have been advised that the non-refundable policy fee referenced below has been charged by the Agent and is part of the insurance contract. I also affirm that said fee is reasonable.

Amount of Company Fee: \$175

Signature of Named Insured

Date

CIS 1/17 ISLA



BIND REQUEST FORM

Named Insured: Boston Bud Factory

Type of Coverage: Commercial Package Policy

Insurance Carrier: Conifer Insurance Company

Effective Date: _____

Premium: \$3,498.00

Taxes/Fees: _____

Total: \$3,812.92

Please check one of the following:

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

I elect to pay the full premium amount within 30 days of binding coverage

I elect to finance the premium and pay in monthly installments through CIS Insurance Services, LLC

I elect to finance the premium through my retail agent (agreement to be provided upon binding)

*** Be advised that if policy cancels for Non-Payment to the Premium Finance Company coverage may be eligible for Reinstatement however a Lapse in Coverage may apply***

_____ Insured's Initials

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Date: _____

*** PLEASE MAKE ALL CHECKS PAYABLE TO CIS INSURANCE SERVICES, LLC ***

Marijuana Risk Warranty 1

In consideration of the premium charged, it is hereby agreed and understood that the following warranties apply to this policy.

- 1) No coverage will be afforded by this policy for theft unless the following items are strictly adhered to:
 - a. Store all finished stock in a secure, locked safe or vault and in such a manner as to prevent diversion, theft and loss;
 - b. During non-business hours, all finished stock must be kept in a locked, 1 / 2 ton or greater safe which is bolted to the floor or in a locked TL-15 rated or greater safe which is bolted to the floor or in a locked one ton or greater safe. This includes perishable items such as kif, butane hash, cookies and any other preparation of medical marijuana.
 - c. An operating and functional central station burglar alarm must be installed at the premises which have contacts on all windows and doors that open to the outside. The alarm must have contacts on all windows and doors adjacent to common stairways and/or hallways. Furthermore, the alarm must have motion detectors which cover the room in which the safe is kept. This burglar alarm must be turned on and fully operational during non-business hours.
- 2) No coverage will be afforded by this policy for fire and/or smoke damage or any other peril which arises out of a loss by fire unless:
 - a. The premises have been inspected by a licensed electrician who has determined that the electrical architecture, power supply and number of circuits is adequate for the nature of your operations.

Signed by the First Named Insured

Date

Marijuana Risk Warranty 2

I warrant the following to be true and I understand no coverage will be afforded by this policy for theft unless the following items are strictly adhered to:

1. During non-business hours, all "finished stock" on the premises must be kept in one of the following:
 - A. A locked 700 pound or greater safe which is bolted to the floor.
 - B. A locked Underwriter's Laboratory rated TI-15 safe or greater.
 - C. A locked one ton or greater safe.
2. An operating and functional central station burglar alarm system must be installed at the premises which have contacts on all windows and doors that open to the outside. The alarm must have contacts on all windows and doors adjacent to common stairways and/or hallways. Furthermore, the alarm must have functioning motion detectors which cover all rooms at the premises. This burglar alarm must be turned on and fully operational during non-business hours.
3. During business hours, all stock not on display for sale will be kept in a locked safe with the requirements as during non-business hours.
4. The insured must keep written records of all purchases of stock, including receipts when available, which includes the date of purchase, type(s) of stock purchased and purchase price. In the event of a stock claim, adjustment will be based on documented records. A copy of this record is to be kept at an offsite location.

All Cultivation operations are required to warrant one of the following:

_____ I have used or will use a licensed, insured contractor for all electrical work at my grow facility

_____ I have had or will have within 30 days of my insurance effective date, all the wiring inspected by a licensed, insured contractor at my grow facility.

I warrant the above to be true and I understand the insurance contract will be considered based on my warranty:

Signed by the First Named Insured

Date

I/We _____ of _____ do hereby state that in _____, 20____, I/We directed _____ my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

A. The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.

B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.

Signature by Assured _____

Print Name _____

Date: _____

THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER

Name of Insured _____ Address _____

Location of Property _____

Description: _____

Coverage: _____

Limit: _____ Premium _____

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

AFFIDAVIT BY SPECIAL BROKER

I, _____ of _____ in said county of _____ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
_____	_____	_____	_____
_____	_____	_____	_____

Amendments to Affidavit: () Increase () Decrease

_____	_____	_____	_____
_____	_____	_____	_____

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

License # _____ Signature _____ Date _____

A copy of this affidavit must be kept in the Special Brokers File and the original filed with the Division of Insurance of the Commonwealth of Massachusetts within *twenty days* following date of procurement.

NOTICE OF SURPLUS LINES PLACEMENT TO INSURED

CONIFER INSURANCE COMPANY

PLEASE READ IT CAREFULLY

Notice to Insured:

I hereby affirm that, prior to the placement of the insurance coverage with Conifer Insurance Company, a surplus lines insurer, I have been advised that:

- 1) The insurer with which the surplus lines broker places the insurance is not licensed by my state and may not be subject to its supervision; and
- 2) In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

Signature of Named Insured

Date



Conifer Holdings Inc.

At A Glance

Conifer Holdings Inc. is a Michigan-based insurance holding company founded in 2009 and listed on the Nasdaq Global Market (Nasdaq: CNFR) in 2015. Through its insurance carrier subsidiaries, Conifer provides specialty property/casualty insurance on both an admitted and non-admitted basis in all 50 states. Conifer is an innovative company targeting niche markets with tailored products to meet the specialized needs of insureds.

FINANCIAL HIGHLIGHTS:

as of 12/31/2015

YTD 12/31/2015

Total Assets	Total Shareholders' Equity	Gross Written Premiums	Net Written Premiums
\$ 177.9 million	\$ 77.3 million	\$ 93.8 million	\$ 79.7 million

Conifer's ownership team started providing insurance coverage to companies and individuals in 1987.

Conifer was created to provide customized insurance products for regional commercial and personal lines insureds, which may be underserved by large national and international insurance companies.

Sound underwriting and investment practices have earned Conifer Insurance Company a "B++" financial rating from insurance ratings agency, AM Best. Conifer is also supported by reinsurers with "A-" or better ratings.

Each of Conifer Holding's three insurance carrier subsidiaries hold an "A", Exceptional, Financial Stability Rating® from Demotech, Inc.

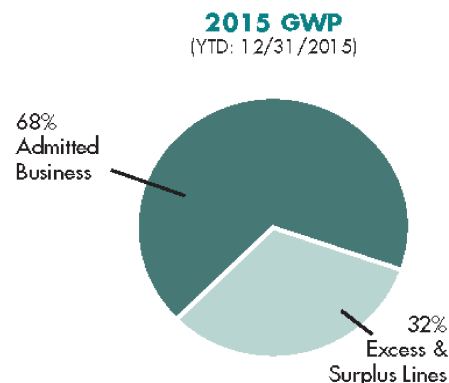
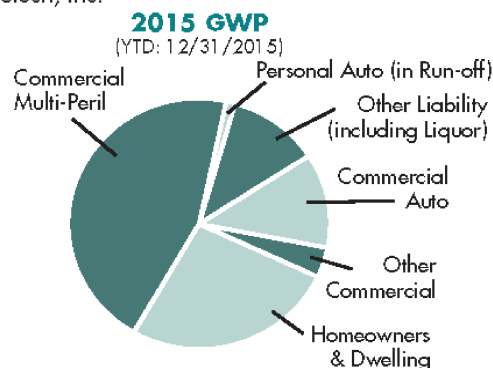
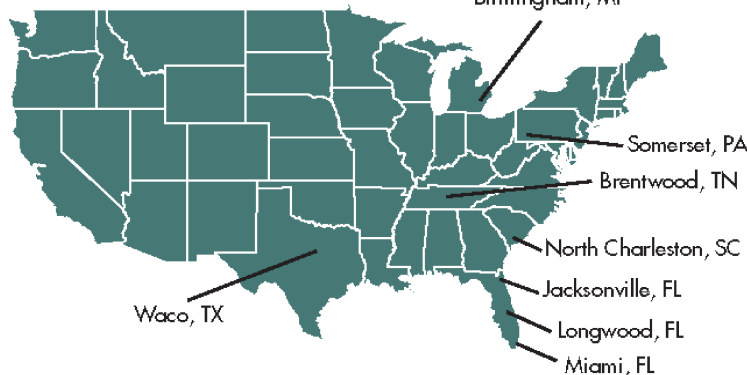


KEY FACTS

- Founded in 2009
- Nasdaq: CNFR
- Employees: Approximately 130
- Headquarters: Birmingham, MI
- 8 offices within the U.S.



Corporate Headquarters
Birmingham, MI



Conifer Insurance Company

www.coniferinsurance.com



White Pine Insurance Company

www.whitepineins.com



American Colonial Insurance

www.american-colonial.com



Sycamore Insurance

www.sycamore-insurance.com

CNFR
Nasdaq Listed
www.cnfrh.com

Boston Bud Factory

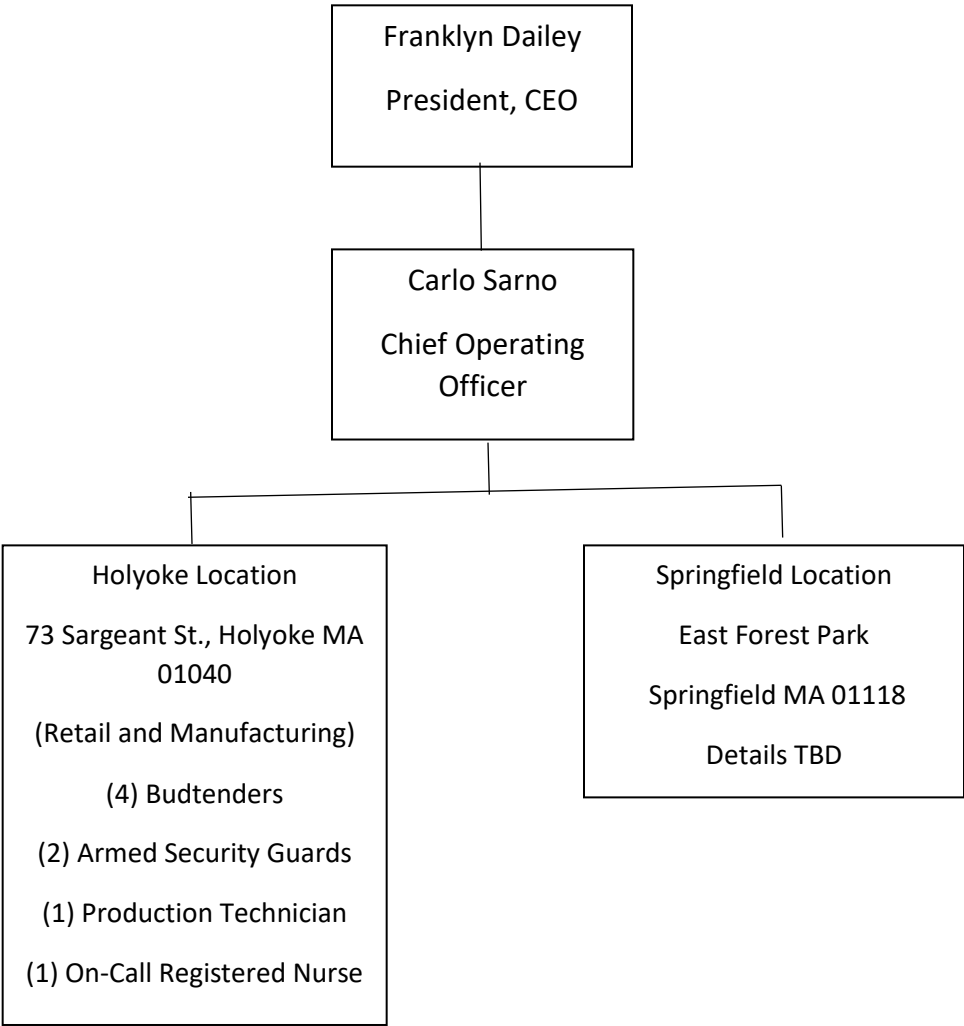
General Operating Procedures

Table of Contents

- I. Organizational Chart
- II. Job Descriptions
 - a. General Manager
 - b. Budtender
 - c. Production Technician
 - d. Security Guard
 - e. Site Manager
- III. Employee Services
 - a. Payroll Services
 - b. Employee Handbook
 - c. Employee Training
 - d. Record Keeping
 - i. Inventory Tracking
 - ii. Visitor Logs
 - iii. Employee Records
- IV. Room Areas and Descriptions
 - a. Reception Area
 - b. Security Room
 - c. Production Room
 - d. Manager's Office
 - e. Vault Room
 - f. Limited Access Areas
 - g. Product Storage Areas
- V. Good Neighbor Policy
 - a. Good Neighbor Programs
 - b. Community Education
- VI. Inventory Management
 - a. Inventory Methodology
 - b. Inventory Control
 - i. Documentation
 - ii. Daily Inventory
 - iii. Weekly Inventory
 - iv. Monthly Inventory
 - v. Waste Inventory
 - vi. Record Keeping
 - vii. Loss or theft

- VII. Record Keeping
 - a. Dispensary Records
 - b. Information Recording Logs
 - i. Visitor Log
 - ii. Delivery Log
 - iii. Maintenance Log
 - iv. Pest Control Log
 - v. Production Log
- VIII. Seed to Sale Tracking
 - a. Metrc
- IX. Pest Control and Disease Management
- X. Emergency Procedures
 - a. Fire Emergency
 - b. Active Shooter
 - c. General Disaster Plan
- XI. Sale and Distribution
- XII. General Security Plan

Organizational Chart



Job Descriptions

GENERAL MANAGER

The General Manager will handle all day to day activities at each site. In the Holyoke site the two owners will share General Manager Responsibilities. The General Manager's will be responsible for opening and closing the site each day. Only the General Managers will have access to the vault room, including entering product or cash into or out of the vault, as well as reconciling all daily cash receipts. All shipments and deliveries will be handled by the General Managers, including authorizing access to the sally port and manufacturing areas. Inventory will be reconciled on a weekly basis, additionally there will be a monthly and full annual inventory. The General Manager will also be responsible for managing all personnel on site at any given time.

BUDTENDER

Budtenders will report to the General Manager and be responsible for handling all customer interactions. Budtenders will be trained on the available products as well as general education training as required by Massachusetts State laws. All Boston Bud Factory locations will have space for doing trainings with employees, these trainings may also be opened up to other local Licensed Marijuana Establishments. Boston Bud Factory will have new hire training as well as a monthly training program which includes diversion training, addiction awareness training, product education training, as well as HR trainings. Budtender candidates living in Areas of Disproportionate Impact will be given priority for open positions, some locations will also prioritize budtenders who are fluent in English and Spanish.

SECURITY GUARD

Security guards for the Holyoke location will be provided by Arrow Security located on Progress St. in Springfield MA. All security guards for the Holyoke location will be armed as was required by the Holyoke Chief of Police. Arrow will ensure that the candidates provided are trained with proper use of a firearm, including live fire training. Additionally, the security guards will be included in the same monthly trainings as other Boston Bud Factory employees. Security Guards will be the initial point of contact in the store so customer interaction will be a large part of the security guard job responsibilities. The Security Guard will check the identification of any customer or visitor wishing to enter the limited access area which contains the retail sales counter. Once it is verified that the person is at least 21 years old then when a space is available in the retail area the customer will be buzzed in by the guard. The guard will also control access to the Sally Port that is in the rear of the space for deliveries. Guards will monitor the premises visually as well as video surveillance of the entire site.

PRODUCTION TECHNICIAN

The production technician will be responsible for assisting with development of the Boston Bud Factory in house product line. Initially the product line will include rosin, wax, and Shatter of various strains. The Production Technician will record production batches in the Metrc Software to ensure compliance with all state regulations. The General Managers will work with the Production Technician to develop the necessary processes to operate the press properly to yield the desired products. The General Managers and the Production Technician will work together to develop product packaging which meets state regulations. Initially the equipment will be limited to a 10-15 ton heated hydraulic press. Once the basic product line is developed phase two will include CO2 Extraction and Transdermal Patch Production. Frank Dailey currently owns several transdermal formulations which will be developed once the necessary equipment is available. Future capabilities will include CO2 extraction and an adhesive coating line for transdermal patch production.

Site Manager

Initially the Holyoke site will be co-managed by the two General Managers, Frank Dailey and Carlo Sarno. Once the site is up and running revenues can be evaluated to justify hiring a site manager for day to day operations so that Carlo and Frank can focus on the second location which is planned for Springfield MA. The site manager will have day to day operating responsibilities but will not have access to the vault room. A deposit safe will be utilized and the General Managers will reconcile the books on a minimum of a weekly basis. The site manager will have access to the retail inventory as well as the product vaults that are used for storage of THC containing products.

DISPENSARY EMPLOYEE SERVICES

Pursuant to Massachusetts State laws Boston Bud Factory will formally develop procedures for recruitment, hiring, training, payroll for both employees and subcontractors working on a Boston Bud Factory site.

PAYROLL SERVICES

Payroll Services will be handled by Paychex Solutions located in West Springfield Massachusetts. Paychex will ensure compliance with state and local regulations in regards to payroll taxes by managing withholding for federal, Social Security, Medicare, state and local taxes, as well end of the year W-4 processing.

EMPLOYEE HANDBOOK

Paychex offers Human Resources services which included developing an Employee Handbook the implements company specific policies and matches company culture while still maintaining compliance with all applicable state and federal regulations.

EMPLOYEE TRAINING

Every employee will complete an initial training program which includes:

- Health, Safety, and Sanitation as required by local, state, and Federal guidelines
- Security protocols including procedures contained in General Security Plan
- Loss and diversion prevention training
- General disaster response program
- Active Shooter response program
- Massachusetts State Cannabis Laws
- Product line education and training

Employees will undergo initial training upon being hired, additionally, there is a monthly training program. The monthly training program will rotate topics and require one hour of training for every employee, every month. Additional training programs will include:

- Addiction awareness
- Community stewardship
- Cannabis Strain Training
- Team building and communication

RECORD KEEPING

Boston Bud Factory will maintain all records, both physical and electronic, for a minimum of 5 years. Applicable security camera footage will be saved in accordance with the requirements of the General Security Plan approved by the Holyoke Chief of Police. Physical records will be stored on site in the vault room which has limited access as specified in the General Security Plan. Electronic records will be stored on-site in the server rack which will be physically located in the Security Room. Some specific electronic records will also be stored remotely via cloud based technologies.

Inventory Tracking

Inventory tracking will include both retail sales and manufacturing of products. All sales will be recorded in the Metrc software specified by the Cannabis Control Commission regulations. All production batches will be recorded in the Metrc system as well as any THC containing raw materials.

Visitor Logs

Entry logs will be maintained for all visitors in the security room. No personal information is recorded during the identification check for customers. Visitors who will enter the limited access retail area will need to sign in and wear a visitor badge as required by the General Security Plan.

ROOM DESCRIPTIONS

Reception Area

The reception area is the common area where customers will enter to present themselves at the security room for screening. The main entrance at 73 Sargeant St has a door with an intercom for customers to request access to the reception area. The rear entrance which also has handicapped access, also has a door with a buzzer for customers to request access to the reception area.

Security Room

Access to the security room is controlled as specified in the General Security Plan. The room houses the security system hardware as well as badge and access controls. Access is limited to qualified and trained security guards and the General Manager's. All surveillance monitoring is done in the security room as well as controlling access to all areas of the dispensary.

Production Room

The production room is located to the rear of the space where the sally port is located. The production room is a 10 ft x 20 ft room located within the sally port. The product room will be a secure room that only certain employees will have access to. The room will contain a computer station where Metrc transactions can be completed.

Manager's office

The Manager's office will have access control as specified in the General Security Plan. The office is located in the limited access area with the retail space. Located within the Manager's office is the door to the vault room.

Vault Room

Product inventory and cash will be stored in the vault room. The room has brick walls and a concrete ceiling. Access to the vault room will be controlled by a steel door with electronic door latch operated by a badge reader. Access to the vault room will be in compliance with the access levels specified in the General Security Plan.

Limited Access Areas

The limited access area will include the 500 square feet retail area, Manager's Office, Sally Port, Production area, Security Room, and the Production Room. Access will be controlled using electronic door latches operated by badges which will be issued to each employee. Levels of access will be controlled as specified in the General Security Plan.

Product Storage Areas

All THC containing product will be stored in one of two places. Flower and a variety of packaged products will be displayed in product vaults manufactured by QMI Product Safe vaults. The vaults will have roll down fronts so that the products can be locked up when the store is closed. Some inventory may also be stored in the vault room which is located in the Manager's office. The vault room has concrete or brick walls and floor so it is temperature controlled.

GOOD NEIGHBOR POLICY

Good Neighbor Programs

In accordance with Boston Bud Factory's mission statement, the main goal is to utilize this emerging industry to fund local community programs. Boston Bud Factory has committed funds to the Grant Fund that has been created by the South Holyoke Neighborhood Association. The grant fund which is in cooperation with Nueva Esperanza will provide grants which will help the local community. Boston Bud Factory has also committed a portion of merchandising proceeds to be donated to a local charity, Meg's fight for a cure. Meg's fight is to support research to find a cure for Juvenile Huntington's Disease.

Community Education

In accordance with Boston Bud Factory's mission statement it will support programs which educate the local community. The Boston Bud Factory Wellness Center will have a monthly calendar of educational events and activities. Education seminars will cover a variety of wellness and nutritional topics. Activities will include yoga, trivia, and other activities which promote health and wellness. The Wellness Center will have a Registered Nurse and/or a medical practitioner available for consultations.

INVENTORY MANAGEMENT

Inventory Methodology

Boston Bud Factory will utilize FIFO, or First In First Out for all products in inventory. This requires that the oldest inventory will be sold first, this ensures timely transfer and reduces some shelf life concerns. Facility management will ensure that all employees are trained on proper inventory management techniques.

Inventory Control

Documentation

All product movements will be tracked in Metrc as required by Massachusetts State laws. Product sales will be tracked using a POS system, the system will be linked with the Metrc so that transactions will be recorded in. The Network Administrator for Boston Bud Factory, PC Solutions located in Chicopee Massachusetts will design the POS stations as well as the Computer Network at each location. All deliveries will be handled by the General Manager in accordance with the General Security Plan, the GM will ensure that movements are properly entered into both Metrc and the POS system.

Daily Inventory

A daily inventory will be taken to prevent errors and try and detect any diversion immediately. The inventory will be done as follows:

- Initial inventory will have been recorded
- All product in QMI product vaults will be inventoried on a daily basis
- All product in the vault room will be logged in and out on a daily basis
- The inventory sheet for the retail space will document who took part in the inventory as well as any findings. Each report will be signed by the agent in charge of the inventory

The inventory will include any THC containing product

Weekly Inventory

A weekly inventory will be taken to ensure that the inventory recorded in Metrc and POS system will be accurate. Any adjustments will be documented and approved by the General Manager on site. Weekly inventory will be done as follows:

- Inventory sheet will be created to record the amount of product on site.
- Weekly inventory will be completed when the store is not open for business to ensure that no product movements will negatively affect inventory tracking

- The amount of product on site will be reconciled with what is showing in Metrc and POS system. Any discrepancies will be immediately investigated and corrected, only the General Manager's will have authority to adjust inventory position.

Monthly Inventory

A monthly inventory will be done during the weekly inventory that falls on the last full week of the month. The monthly inventory will be tracked and reported as necessary. The monthly inventory will reconcile sales dollars with the amount of product sold. The monthly inventory will be used for accounting purposes to ensure cost of goods sold are accurate and properly documented.

Waste Inventory

Waste Inventory will be stored of in the vault room until such time that it will be disposed of in accordance with CCC guidelines. Once it is time for disposal the waste will be ground up and mixed with potting soil to render it unusable. If potting soil is not available then the waste can be ground up and combined with normal waste also rendering it unusable. The waste will be disposed of with a licensed waste disposal company. Pickup of waste will be done in the sally port to ensure safety and security.

Record Keeping

All inventory records will be kept for a minimum of (3) years. Records will be stored on site, either paper or electronic will be acceptable means of document storage. Inventory details will be available for review by the CCC at any time.

Loss or Theft

If at any time during an inventory or the course of normal operations it is found that money or product has been lost or stolen the details will be immediately documented. Any loss or theft will be immediately reported to the proper authorities. Boston Bud Factory has a zero-tolerance policy so all offenders will be prosecuted to the full extent of the law. Records will be maintained for at least 3 years in case they are ever needed for an investigation into loss or theft.

RECORD KEEPING

Pursuant to Massachusetts General Laws as noted in 935 CMR 500.105 the dispensary shall have systems which ensure accurate record keeping, including inventory protocols. Boston Bud Factory will maintain records for five years to ensure accurate and documented record keeping which includes but is not limited to the following:

- Inventory tracking including transport of company cannabis products as well as cannabis products which are produced.
- Sales and compliance in accordance with MA GL 935 CMR 500.000
- Financial Records including company income, expenses, bank deposits, withdrawals, and audit reports.
- Logs of entry and exit for dispensary facilities
- Employee records

Security recordings will be maintained in accordance with MA General Laws 935 CMR 500.110

Reporting Requirements.

1. Marijuana establishment agents must document and report any unusual discrepancy in weight or inventory to the Commission and law enforcement authorities not more than 24 hours of the discovery of such a discrepancy.
2. Marijuana establishment agents shall report to the Commission and law enforcement authorities any vehicle accidents, diversions, losses, or other reportable incidents that occur during transport, not more than 24 hours of such accidents, diversions, losses, or other reportable incidents.

Records of entry and exit for all individuals who entered the facility

- Amounts by category of cannabis products manufactured and offered for sale by the dispensary
- Amounts by category of cannabis and manufactured cannabis products sold by the dispensary
- A list of all cannabis, manufactured cannabis products, or unusable cannabis materials that have been destroyed or will be destroyed by the dispensary
- A summary of the financial statement
- Laboratory results of all tests that were conducted
- Description of any breach or halt in the dispensary's security system and tracking system
- Any additional/other information requested by the department

Information Recording Logs

The dispensary compliance manager shall work with each section manager (cultivation and processing) to ensure that all logs are utilized and maintained to track all facility workflow.

- Visitor Log The company compliance manager is responsible for ensuring any authorized personnel visiting the dispensary use a visitor log. The visitor log will be located inside the main secured entrance to the dispensary.
- Cleaning Log The dispensary manager is responsible for overseeing the use of a daily cleaning log to track cleaning within all zones of the dispensary.
- Maintenance Log A facility maintenance log will be utilized to track maintenance and upkeep on all equipment within the dispensary.
- Pest Control Log Plant growth zone managers will be responsible for tracking and logging all pest and disease control measures within the dispensary.
- Production Log to ensure that all cannabis product processed or produced is recorded properly in the Metrc seed to sale tracking system

Seed to sale tracking system

In accordance with Massachusetts GL 935 CMR 500.105 all cannabis tracking shall begin when a seed or part of the parent plant is removed and a propagating plant or clone is created. At this point, a unique plant RFID identification number shall be assigned, labeled, and recorded by the vegetative zone manager which then will be used to track the history and data through propagation, vegetation, flower, harvest, processing, cure and final packaged inventory. Each plant shall be tracked by its physical grid location in the premises at all times. All significant dates and observations will be recorded as key data points in Metrc for referencing needs throughout the plant's life cycle.

This information can be used to recall any contaminated medium, nutrient, or issue that may occur during the stages listed above and allows for easy removal from production or inventory of any product that does not meet the requirements of the state.

Auditing the inventory of all cannabis products shall be effectively and efficiently accomplished with spot checks done daily to mitigate any diversion during transport, processing and/or packaging, as well as detecting any human error that may have occurred while entering information during the plant's life cycle.

Each batch is tested by a state licensed laboratory with the adequate sampling to ensure consistency of the batch. All waste from all processes shall be weighed, logged and disposed of according to our policy for managing waste from cannabis

Metrc

What is Metrc?

Metrc is a compliance management solution used by regulatory bodies for the oversight of the marijuana industry in each state where Metrc is deployed. It is a cloud-hosted online reporting system used by licensed medical marijuana businesses to manage and report supply chain activities as required by state rules.

For more detailed information, and to see demonstrations of Metrc functionality, please visit the Metrc YouTube channel.

The Metrc software will be integrated with the Boston Bud Factory POS system by the Network Administrator:

PC Solutions and Training

155 Grove St

Chicopee, MA 01020

Contact name: Damon Slocumb

Pest Control and Disease Control

The dispensary cultivation manager shall ensure that each cultivation team member is thoroughly trained in ethical pest and disease management and other troubleshooting to ensure that any problem within the facility is quickly remedied.

No cultivation will be done at the Boston Bud Factory retail store located at 73 Sargeant St in Holyoke Massachusetts. No pesticides or other chemicals will be used. Pest control will be done by:

AOK Pest Control
476 Appleton St
Holyoke, MA 01040
413-539-2709

Backup Pest control company:
Braman Termite and Pest Elimination
147 Herbert P Almgren Dr
Agawam, MA 01001
800-338-6757

Emergency Procedures

This section will outline steps to be taken in case of an emergency. It will detail actions for owners or occupational licensees in case of a fire, chemical spill or other emergency.

Fire Emergency

- If fire is small and isolated, try to exhaust the fire with one of the fire extinguishers.
- In case of a fire emergency, dial 911 for Fire Department.

Holyoke Fire Department

600 High St

Holyoke, MA 01040

413-534-2250

413-534-2247 fax

Chemical Spill

- Try to use chemical spill kit for smaller incidents of chemical spill.
- If chemical spill is large or you do not know how to handle the situation, escalate to your manager.

Other Emergencies

- Contact 911 for break-ins or burglaries.

Holyoke Police Department

138 Appleton St

Holyoke, MA 01040

413-322-6900

Record Keeping/Documentation

This section will detail how to maintain clear and comprehensive records of the name, signature, and owner or occupational license number of every individual who is engaged in any step related to the creation/production of a production batch of medical cannabis and the step that individual performed.

- Documentation/Records Needed Record and maintain accurate records of employees and owners or occupational license numbers.
- These records will be kept by the manager and stored in the office.
- Make sure you are following all laws, rules and regulations.
- Fill out daily production logs for our records.
- Fill out daily transfer to center logs for our records.
- Fill out daily wholesale logs for our records

Active Shooter Procedure

EMERGENCY CONTACT INFORMATION

Emergency Services	911
Frank Dailey – owner	413-575-9879
Carlo Sarno – owner	413-530-1554
Holyoke Police Department	413-322-6900
Holyoke Fire Department	413-534-2250
Holyoke Hospital	413-534-2500
FBI Regional Offices	857-386-2000
American Alarm Company	508-753-1332

Facility Address:

73 Sargeant St
Holyoke, MA 01040

Landlord:

Race Street Properties
413-642-2493

An active shooter is any individual actively engaged in killing or attempting to kill people in a confined and populated area; in most cases, active shooters use firearms and there is no pattern or method to their selection of victims

Active shooter incidents happen very quickly and are extremely unpredictable. The damages can be limited in some cases by a quick law enforcement response. Employee training procedures will assist with ensuring the best response during an active shooter situation. Most incidents are over quickly, maybe only lasting 10-15 minutes. Personnel must be ready to act both mentally and physically, the ability to react is taught with proper training

Best Practices for dealing with active shooter

- Be aware of your environment and any potential dangers
- Take note of the nearest exits in any facility where you may be currently located
- If you are in an office stay there, secure the door if possible and seek cover behind desks or large objects
- If you are in a hallway or common area seek shelter in an office and follow above procedures
- If the opportunity presents, and you are properly trained to do so, attempt to take the shooter down. If you are licensed to carry and armed at the time then engage the shooter if possible
- First response should always be to flee or seek safe cover, only engage if you have completed live fire training and are authorized to carry by Boston Bud Factory
- **Call 911 as soon as possible**

How employees should react in an active shooter situation

Quickly evaluate the best way to protect your own life first and foremost. Customers and other employees will follow the lead of whoever takes command during the situation. Look for an evacuation route and direct as many people to follow you to evacuate.

1) Evacuate

- a. Identify the best place to take shelter or evacuate the space entirely
- b. Notify authorities as soon as possible
- c. Always know the best evacuation routes prior to any incident happening
- d. Leave all belongings and company property behind
- e. Escape to wherever possible
- f. Help others escape if possible
- g. If law enforcement arrives follow their instructions
- h. Do not attempt to move any wounded, if trained provide first aid

2) Hide out

- a. If evacuation is not possible then seek shelter wherever possible
- b. Try to get out of the view of the active shooter
- c. Seek an area which can be secured such as an office or closet or manport
- d. Once in an office or other area attempt to lock door and seek cover
- e. Blockade the door if possible
- f. Notify authorities as soon as possible
- g. Hide behind large objects if possible and remain quiet

3) Take Action against active shooter

- a. Only attempt to take action if trained to do so
- b. Do whatever can be done to disrupt shooter, throw things, yell, act as aggressively as possible
- c. Yell at active shooter and make as much noise as possible
- d. If armed then engage the shooter and fire if it does not risk the safety of others

General Disaster Response Plan

Although Boston Bud Factory takes precautions to prevent them, emergencies do occur. When they do, they require quick, correct and decisive responses. Employees have been informed of the company's planned response to emergency situations, and they are expected to adhere to these guidelines for the duration of this project.

The elements of this plan, as required by 29 CFR 1926.35, are as follows:

- I. Emergency evacuation plan
- II. Critical operations
- III. Methods to account for [company name] employees
- IV. Rescue and medical duties
- V. Means of reporting emergencies
- VI. Company representative(s) responsible for plan

I. Emergency Evacuation Plan

-One of two egresses will be used for evacuation in the event of an emergency. In the event of an evacuation 911 should be contacted as soon as it is able to do so safely

Ground evacuation procedures are as follows:

Evacuate through front entrance and proceed to rally point at the corner of Race and Sargeant St. All personnel will be accounted for at the rally point. Any details can be communicated to emergency response personnel.

II. Critical Operations

-If any emergency occurs on a project involving propane, combustion engine equipment or electrical tools, Boston Bud Factory employees will shut off turn off all equipment before evacuating, provided employee safety is not jeopardized by doing so.

III. Methods to Account for [Company Name's] Employees

-Employees have been instructed to meet at the corner of Race St and Sargeant St so that they can be accounted for. If it is determined that any employees are missing, the responding emergency agency will be notified. The agency also will be informed about the last approximate whereabouts of missing employees.

-The meeting location will be chosen based on the type of emergency involved. The project manager will account for wind direction and potential hazards in determining the meeting place.

The meeting location for this project will be:
Intersection of Race St and Sargeant St.

IV. Rescue and Medical Duties

This crew will be offered CPR and basic First Aid Training

V. Means of Reporting Emergencies

-When a fire or emergency occurs, it is our intention to notify all employees, affected contractors, building owners and homeowners about the crisis.

-The first call will be made to the local fire department by using 911. If 911 is unavailable in the job's area or there is an on-site fire department, such as on military installations, that emergency telephone number will be used instead. Emergency telephone numbers are included in this plan.

VI. Company Representative(s) Responsible for Plan

-The General Manager is the responsible person to contact with any questions regarding this plan. If additional information is needed, the project manager should be contacted.

Emergency Contacts

Project Address:

73 Sargeant St.

Holyoke, MA 01040

Emergency Services	911
Frank Dailey – owner	413-575-9879
Carlo Sarno – owner	413-530-1554
Holyoke Police Department	413-322-6900
Holyoke Fire Department	413-534-2250
Holyoke Hospital	413-534-2500
FBI Regional Offices	857-386-2000
American Alarm Company	508-753-1332

Directions from Job Site to Nearest Hospital:

1. Start out going **northwest** on Sargeant St toward Race St.
2. Turn **left** onto Beech St.
3. Holyoke Hospital Physicians Referral, 575 Beech St, Holyoke, MA, 575 BEECH ST is on the **right**.

Sales and Distribution

The sale and distribution of all cannabis products shall comply with all state and local laws and regulations as noted in MA GL 935 CMR 500.

Management will properly train and educate all organization employees on proper sales and distribution procedures. All of our employees will be fully trained prior to commencing any sales or distribution activities. The sale and distribution of manufactured cannabis: All cannabis and manufactured cannabis products offered for sale at registered retail dispensing organizations shall be labeled in accordance with MA GL 935 CMR 500.

In accordance with 935 CMR 500.105 (M) a dispensary will only transport cannabis or manufactured cannabis products to other licensed marijuana establishments. It will not accept any cannabis or manufactured cannabis products from any other un-licensed marijuana establishments.

General Security Plan

- I. RESPONSIBILITY AND OVERSIGHT
- II. PHYSICAL SECURITY AND TECHNOLOGY
- III. FAILURE NOTIFICATION
- IV. BACKUP POWER
- V. BACKUP ALARM SYSTEMS
- VI. DISPOSAL SECURITY
- VII. VIDEO SURVEILLANCE
- VIII. VIDEO RECORDING
- IX. RECORDS AND STORAGE
- X. SECURITY STORAGE AND ACCESS
- XI. VISITOR ACCESS POLICY
- XII. LIGHTING FOR FACILITY
- XIII. ACCESS CONTROL SYSTEM
- XIV. GUARD SERVICE
- XV. CRIMINAL RECORDS
- XVI. MAINTENANCE
- XVII. MANAGEMENT PROFILES
- XVIII. LEVELS OF ACCESS FOR EMPLOYEES
- XIX. EMPLOYEE BADGES
- XX. PROCEDURE FOR LOST BADGES
- XXI. PROCEDURE FOR TERMINATING EMPLOYEES
- XXII. PROCEDURE FOR DELIVERIES
- XXIII. INVENTORY ACCESS AND CONTROL
- XXIV. EMPLOYEE TRAINING
- XXV. NATURAL DISASTER PLAN
- XXVI. EMERGENCY RESPONSE PLAN
- XXVII. COMMUNITY SUPPORT

I. RESPONSIBILITY AND OVERSIGHT:

Frank Dailey and Carlo Sarno will act as General Managers and will share management responsibility for all day to day operations. Both owners will share responsibility for reconciling cash receipts as well handling all cash deposits, storage of cash in on site safe, inventory accountability and investigating any diversion. Frank will also manage all written company procedures and ensuing continued compliance with 935 CMR 500.100 regulations for adult use of marijuana.

II. PHYSICAL SECURITY AND TECHNOLOGY:

The site will have a fenced area in the warehouse space directly connected to the secure space outside of both the retail and office space. There are a minimum of 3 separate access controlled doors that must be opened before reaching areas where product or money is stored. The gated area will provide a secure area for entry into the building by employees, visitors, and delivery drivers. The security room will be internally located with secure access limited to only the General Managers and authorized security personnel. A licensed local security company will provide a uniformed guard to control access to the facility and monitor all security systems. The manager's office will house all technology and security systems.

American Alarm will provide a security camera system, access control system, and an alarm system. The security systems will allow off site monitoring of all security systems as well as on site monitoring by security personnel during business hours.

III. FAILURE NOTIFICATION:

American Alarm will provide 24 hour monitoring of all security systems. If at any time any of the systems fail calls will be immediately made to both general managers and local police. Failure of any system will trigger an automatic notification in case failure was an attempt to breach security protocols.

IV. BACKUP POWER

A UPS backup will be installed to provide 2-4 hours of security protection for cameras in the event of a long-term power failure. Within the first year of operation an on-site backup generator will be installed in the secured and fenced area. The generator will have sufficient capacity to power all alarm systems and site access controls in the event of a long-term outage. Backup power will turn on automatically via transfer switch in the event of any power failures. American Alarm will immediately notify both General Managers in the event of any power loss or interruption of power. The Burglar alarm will have approximately 24 hours of back up battery.

V. DISPOSAL SECURITY

All waste products will be disposed of properly and in accordance with Section L of 935 CMR 500.105, General Operational Requirements for Marijuana Establishments. All disposals will be recorded in a disposal log and accounted for in METRC.

VI. VIDEO SURVEILLANCE

All areas inside the offices, security office, security staging room, and the retail space will be visible by video surveillance. American Alarm will provide all cameras for interior and exterior locations. Cameras will be wired and installed with every effort taken to prevent future tampering or disabling. There will be redundancy and multiple cameras covering the facility interior and exterior. Maintenance procedures for surveillance equipment will be detailed in the maintenance section of this document.

A camera that will be monitored by the city will be purchased by Boston Bud Factory. The camera will be installed in a location which will allow monitoring of the exterior space around the retail and manufacturing operation located at 73 Sargeant St.. The Holyoke Police Department will be responsible for monitoring this camera.

VII. VIDEO RECORDING

All surveillance equipment will be connected to recording equipment on site in the security office. Video recordings will be monitored by on site security guards during business hours. When the retail store is closed the central alarm will be activated, including video recording and motion detectors. Signs will be posted in all building interior areas, on the exterior of the building, and on the fences in the parking lot stating that video surveillance is in use.

VIII. SIGNAGE

There will be signs located at multiple locations around the perimeter of the building. Signs will indicate that video surveillance is in use and the premises are monitored 24 hours per day and 7 days per week. There will be additional signs also located around the perimeter which state that armed security is present on site. Finally, there will be signs at all entrances and at the security window that no bags are allowed in the limited access areas. Boston Bud Factory will provide secure lockers where customers can safely store any bags while they are shopping.

IX. BAG POLICY

Customers must store any bags in the lockers that will be provided in the reception area of the location. No purses or bags will be allowed in the limited access area. If an instance presents itself where a customer has a bag that can't be stored, such as oxygen tank bags, or other bags necessary for medical reasons, the bag will be searched by Security and tagged with a visible marker to show that it has been checked and approved by security.

X. RECORDS AND STORAGE:

All video surveillance will be recorded on an NVR, some select cameras may also be stored remotely using cloud based technology. Video files will be saved on site for the most recent 90 day period and off site for some of the main cameras for the previous 30 days. After the 90 day storage period has passed video files will be written over unless certain footage is saved related to a specific incident.

XI. SECURITY, STORAGE, AND ACCESS

All security procedures will be written to ensure compliance with 935 CMR 500.110, Security Requirements for Marijuana Establishments. Security personnel will be provided by a local and licensed security company who will be responsible for all background checks and employee training. Background checks will be done to verify that guards meet all state license requirements. All security equipment and monitoring will be protected in a secure room inside the building. The security office will contain all site access controls and have computers which will be used to control access rights and controls. Employee access badges will be issued and controlled by security personnel, all records will be stored in the security office. Access to the security room will be limited to the two general managers and security personnel who have previously been screened, approved, and added to the list of approved individuals by Arrow Security.

XII. VISITOR ACCESS POLICY

All customers, employees, and visitors will have to go through the security screening area prior to access any limited access area, including office or retail space. Customers will have identity and age verified for access to the retail space. Visitors will only be allowed in the retail or office space if accompanied by security personnel or a badged employee who has been trained on visitor procedures and is approved for escorting visitors. A master list of those approved to escort visitor's will be kept in the security office, updates will be made by security personnel as needed. While in the facility all visitors will be required to wear a visitor badge. Visitor badges will have no access privileges as they will be escorted at all times. Delivery drivers will access the rear fenced and gated area and the rear hallway of the space, they will be supervised by one of the General Managers at all times.

XIII. FACILITY LIGHTING

All lighting in the retail space will utilize LED technologies for energy efficiency purposes. Exterior lighting will be added as needed to ensure that all areas of the exterior building, security staging area, and rear parking lot are sufficiently illuminated to ensure the safety of customers and employees. The rear lot will have surveillance cameras and additional lighting to maintain a secure site.

XIV. ACCESS CONTROL SYSTEMS

The access control system for the interior doors, exterior doors, vehicle entry gate secured by a manual lock, employee entrance gate, security office, and safe room will be housed in the security office. The hardware will be provided by American Alarm, all

hardware will be housed in the security office. American Alarm will provide a suitable access control system which can be maintained by the security company chosen to provide guards. The access control system will be housed in the security office, access limited to authorized security personnel or the General Managers.

XV. GUARD SERVICE

A local licensed Security Guard Company chosen by management will be responsible for all benefits, training, and background checks to ensure that all personnel meet state regulations as well as Boston Bud Factory standards. Boston Bud Factory requires security guards to have no criminal record, there will be no exceptions made for candidates with criminal records. Boston Bud Factory will also have separate detailed requirements for security personnel credit scores and personal history.

On site guards will be licensed to carry a firearm, the security company will ensure adequate training based on requirements stipulated by Boston Bud Factory. Boston Bud Factory will also require that armed guards are subject to and complete live fire training. Both owners of Boston Bud Factory are licensed to carry a firearm, they will carry their firearms on site and will open carry to maintain an additional visible deterrent.

XVI. CRIMINAL RECORDS

All employees and security personnel will be screened to ensure that they do not have any criminal record associated with the distribution of narcotics to children. Any security guards or potential employees with felony convictions on their records will be evaluated on a case by case basis. Management reserves the right to hire personnel that meet documented company standards. Driving history for all candidates will also be checked, candidates with a history of extremely negative items such as Driving While Intoxicated will not be considered for employment. All background checks will be done prior to issuing employee badges or allowing access to any office or retail area.

XVII. MAINTENANCE

All computer equipment and security equipment will have schedules for periodic cleaning and maintenance. Maintenance schedules will be maintained and updated by security personnel. Maintenance includes dusting computer equipment, blowing out keyboards, and vacuuming off any fans or other dust collection areas. American Alarm will provide annual testing of all components to ensure proper operation.

XVIII. MANAGEMENT PROFILES

Carlo Sarno is a homeowner in the neighboring town of Longmeadow Massachusetts. Carlo is the owner of CJS Amusements in Springfield as well as Potbelly's Pub in Springfield, and Brian's Breu in Holyoke. Carlo graduated from Longmeadow High School in 1986 and worked many years for the Hampden County Deputy Sheriff's Office. Carlo has a long history of owning and operating successful establishments in the Alcohol and Beverage industry. Carlo currently holds two state issued liquor licenses and has never had a complaint associated with any of his establishments.

Franklyn Dailey is a homeowner in the East Forest Park neighborhood of Springfield Massachusetts. Franklyn was born in Springfield, attending both Springfield Technical Community College, and the University of Massachusetts. Frank holds a Bachelors Degree in Chemical Engineering from the University of Massachusetts at Amherst. Frank has a distinguished career working his way from Process Engineer to Plant Manager running a \$40M manufacturing facility in Riverhead New York. Frank has been consulting for over one year in the Colorado cannabis industry developing Transdermal Patches and natural extraction techniques. Frank personally owns several transdermal patch formulations and will be responsible for developing an all-natural product line which will be developed as the house brand for all Boston Bud Factory stores.

XIX. LEVELS OF ACCESS FOR EMPLOYEES

Employees who pass all background checks and pre-employment screening will be issued a badge that will allow them access to the proper areas.

Level I employees will only have access to the retail space. Level I employees will not have access to the Security Office, manager's office, or the Safe Room.

Level II employees will have access to product storage areas as well as all office and retail space. Level II employees will not have access to the safe room, currency storage safes, or the Security Office.

Level III employees will be reserved for management personnel. Level III employees will have access to product storage areas, cash registers, and the safe room. Level III employees will not have access to currency storage safes or to the Security Office.

Level IV employees will be only for the two owners that are sharing General Manager duties. Level IV employees will have access to all product storage areas, cash registers, the safe room, currency storage safes, and the Security Office.

XX. ACCESS BADGES

Access badges will be issued and tracked by security personnel, records will be stored in the Security Office. The access badge hardware will be provided by American Alarm, controls will be managed by security guards provided by Arrow Security. Employees and visitors, other than retail customers, must visibly display the badge while on site in all areas of the business. The access badge system will manage access rights for each employee and visitors, badges will clearly display the employee's name, level of security access, and a picture which meets passport photo requirements.

XXI. PROCEDURE FOR LOST BADGES

Any lost badges must be immediately reported to the security office and management personnel. Lost badges will be immediately cancelled and all access privileges will be immediately terminated. Employee's must be rescreened to verify that they still meet both CCC and Boston Bud Factory requirements.

XXII. PROCEDURE FOR TERMINATING EMPLOYEES

Any employee terminated will have all access privileges immediately cancelled, badges will be turned in if terminated on site. Employee's terminated on site will turn their badge in to the security office before being escorted off site by management or authorized security personnel.

XXIII. PROCEDURES FOR DELIVERIES

All deliveries will be made in the Security Buffer area during morning hours and supervised by one of the General Managers. Drivers will be required to check in with the security guard in person to have identity verified after which they will be given a visitor badge. Drivers will pull up to a rear garage door where they can enter the warehouse space and present themselves for access to the gate for the security staging area. Once in the warehouse, with the exterior garage door closed, they will be allowed access to the secure staging area. The General Manager will verify credentials and purpose of visit before opening the security gate and allowing the vehicle to enter. The security staging area gate will be interlocked with the rear access door to ensure that the gate is closed and secured before the rear access door can be opened. Dual security checks will prevent unauthorized access to the security area or building.

XXIV. INVENTORY AND ACCESS CONTROL

Cannabis flower and related products will be displayed in or on retail cases during business hours. The majority of inventory that is displayed in the retail area will be housed in QMI ProductSafe cabinets which can be secured when the retail operation is not open for business. Any additional inventories will be stored in the limited access safe room for which access is limited to Level III employees.

In the event that Boston Bud Factory is transporting marijuana or marijuana infused products there will be GPS tracking on the transport containers. In addition to the GPS that is required under CCC guidelines there will also be bulk transport containers that product will be stored in for shipping. The bulk transport containers will be set up for tracking in the event of any robbery or diversion. The GPS, or alternative tracking method, must allow for real time tracking and be immediately accessible in the event of robbery or diversion.

XXV. EMPLOYEE TRAINING

Boston Bud Factory is working with Ezra Parzybok, a local cannabis industry consultant, to design a training program for both Boston Bud Factory as well as other Licensed Marijuana Establishments (LME's). Training will not only cover product knowledge but also recognizing the signs of addiction and understanding local resources available to those struggling with addiction. Boston Bud Factory plans to be a leader in education and awareness, helping both its customers and the local communities.

Additional trainings that employees will be given include topics such as diversion prevention , theft prevention, preventing use by minors, product handling and storage, robbery response, and company HR policies.

XXVI. NATURAL DISASTER PLAN

A formal disaster plan will be developed separately but the plan will include a gas fired generator with automatic transfer switch. In the event of any power loss power will switch to generator power to ensure no loss of surveillance or access control systems. All emergency response procedures will be in place prior to opening for business and bringing product into the facility.

XXVII. EMERGENCY RESPONSE PLAN

Emergency contact information will be centrally located in the Security Office in the event of any natural or man-made disasters.

For any criminal issues local police will be immediately notified. Prior to opening for business, the owners will do a site security review with local law enforcement officers to ensure that they are fully aware of all security measures and response plans.

The local Fire and Police department will be immediately notified of any incidents on site. Prior to opening for business representatives from the Springfield Fire Department will be invited for a site tour to review potential hazards and response plans.

All notifications will be handled and recorded by the personnel manning the security office. Any time there is an incident both General Managers will also be notified so they can immediately respond when possible.

Separate, formal response plans will be developed prior to opening the first location:

- Robbery response plan
- Active Shooter response plan
- Bloodborne pathogens
- Tornado response plan
- Cash Diversion response plan
- Product Diversion response plan
- First Responder Training
- Addiction awareness and prevention
- General Disaster Response

XXVIII. COMMUNITY SUPPORT

Boston Bud Factory will strive to support the immediate community as well as the Holyoke Police Department. Boston Bud Factory will work with local community programs to donate equipment or money whenever possible. Boston Bud Factory will also work with other Licensed Marijuana Establishments to encourage collaboration on donations to maximize the amount of support given back to the community.

Boston Bud Factory

Quality Control and Testing Procedure

All personnel will handle marijuana and marijuana products in accordance with state regulations as stated in 935 CMR 500.105 (3). All processes and procedures will also ensure compliance with local health codes as well as 935 CMR 500.105 (b).

Boston Bud Factory is committed to only selling products which meet rigorous quality standards. General Manager's will set acceptable quality limits for every product which is manufactured or sold in the retail store. Every product manufactured or sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides at the very least. Boston Bud Factory's corporate goals include manufacturing products free of unnecessary solvents, pesticides, and other harmful substances. All Boston Bud Factory oils will be produced using a supercritical CO2 extraction process to eliminate unnecessary residual solvents.

All products sold in the Boston Bud Factory retail store must have been tested and approved prior to sale. The ERP software system will ensure that inventory is properly tracked, including testing results, and also approved for sale before being in the available inventory. The General Managers will handle all deliveries to ensure that the products meet the required specifications as documented in the Product Specification which will be available for any product manufactured or sold. All testing must meet the requirements of 935 CMR 500.140 (9).

Potential testing labs include:

CDX Analytics

MCR Labs

39 Norman St

85 Speen St

Salem, MA 01970

Framingham, MA 01701

Testing Requirements:

- 1) All Marijuana products will be tested in accordance with 935 CMR 500.160.
- 2) All testing to be done by an independent lab who is licensed by the Cannabis Control Commission, two potential options are shown above.
- 3) All testing to be compliant with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana Infused Products.
- 4) All test results will be reviewed by the General Managers to ensure compliance with DPH guidelines as shown in 935 CMR 500.160 (1)
- 5) No marijuana product shall be sold and otherwise marketed for adult use that had not first been tested by an independent lab in accordance with 935 CMR 500.160.

Boston Bud Factory

Quality Control and Testing Procedure

- 6) All products sold or manufactured will be required to meet DPH Standards, testing will include at a minimum:
 - a. Cannabinoid Profile
 - b. Metals
 - c. Solvents
 - d. Bacteria
 - e. Pesticide
- 7) All testing results will be recorded in both the production batch log book if for a manufactured product, or the Receiving log book for products purchased for sale in the retail store. Additionally, testing results will be entered into the ERP software which will also download to METRC. All testing results will be retained for at least one year.
- 8) Any products purchased or manufactured will be immediately quarantined if any lab test results are found to be out of specification.
- 9) Products that fail any lab tests may be reworked, if possible, and retested to the same testing specifications.
- 10) Any product that does not meet the quality requirements of the DPH Quality Assurance plan for testing marijuana products will be disposed of in accordance with the Boston Bud Factory General Operating Procedures. Disposal will be compliant with all requirements documented in 935 CMR 500.105 (12).
- 11) If any lab test results show contaminants above acceptable levels the CCC will be notified within 72 hours.
- 12) All transportation of samples for testing will be done in accordance with the requirements listed in 935 CMR 500.105 (13).
- 13) All storage of products or samples will be done in accordance with the requirements listed in 935 CMR 500.105 (11).

Boston Bud Factory

EMPLOYEE HANDBOOK



Last updated: September 2018

Welcome

Welcome to Boston Bud Factory, we are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Boston Bud Factory's Goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, Boston Bud Factory will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Boston Bud Factory 's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

TABLE OF CONTENTS

Employment at Will

Equal Opportunity and Commitment to Diversity

- Equal Opportunity
- Americans with Disabilities Act (ADA) and Reasonable Accommodation
- Commitment to Diversity
- Harassment and Complaint Procedure

Conflicts of Interest and Confidentiality

- Conflicts of Interest
- Confidential Information

Employment Relationship

- Employment Classification
- Work Week and Hours of Work
- Meal and Rest Breaks
- Time Records
- Overtime
- Deductions from Pay/Safe Harbor
- Paychecks
- Access to Personnel Files
- Employment of Relatives and Domestic Partners
- Separation from Employment

Workplace Safety

- Drug-Free and Alcohol-Free Workplace
- Smoke-Free Workplace
- Workplace Violence Prevention
- Commitment to Safety
- Emergency Closings

Workplace Guidelines

- Attendance
- Job Performance
- Outside Employment
- Dress and Grooming
- Social Media Acceptable Use
- Bulletin Boards
- Solicitation
- Computers, Internet, Email, and Other Resources
- Disciplinary Procedure

Time Off and Leaves of Absence

- Holidays
- Vacation
- Sick Leave
- Family and Medical Leave
- Military Leave
- Bereavement Leave
- Jury Duty/Court Appearance
- Time Off for Voting

Employee Benefits

- Workers' Compensation

Employee Handbook Acknowledgment and Receipt**Receipt of Harassment Policy**

Employment at Will

Employment at Boston Bud Factory is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the President of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Boston Bud Factory employees have the right to engage in or refrain from such activities.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

Boston Bud Factory provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Boston Bud Factory expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the HR Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, Boston Bud Factory will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the Human Resources Department.

Commitment to Diversity

Boston Bud Factory is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at Boston Bud Factory and is an important principle of sound business management.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is Boston Bud Factory's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Boston Bud Factory's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Boston Bud Factory will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Boston Bud Factory.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, Boston Bud Factory will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

Boston Bud Factory expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. Boston Bud Factory recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to Boston Bud Factory
2. Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
7. Participating in civic or professional organization activities in a manner that divulges confidential company information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the company or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of Boston Bud Factory Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Franklyn Dailey, CEO Boston Bud Factory.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Employment Relationship

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Boston Bud Factory classifies its employees as shown below. Boston Bud Factory may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, Full-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The standard workweek is from Saturday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours. Retail Store hours are 8:00 a.m. to 8:00 p.m. Monday through Saturday, Sundays are 8:00 a.m. to 5:00 p.m., all employees who work over 6 hours will get a 30-minute unpaid lunch break. Individual work schedules may vary depending on the needs of each department.

Meal and Rest Breaks

Employees are entitled to a 30-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 30-minute period. Employees are also entitled to two 15-minute rest periods each day. Meal and rest breaks will be scheduled by the department supervisor or manager.

Time Records

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, the employee and his or her supervisor must sign the time sheet attesting to its correctness before forwarding it to the Human Resources department.

Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

Deductions from Pay/Safe Harbor Exempt Employees

The Company does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or

- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Human Resources Department. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

Paychecks

Boston Bud Factory's pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts.

Access to Personnel Files

Employee files are maintained by the Human Resources department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees and former employees upon request will generally be permitted within 3 days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Human Resources department. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and paid time off (PTO) will not be counted toward the 10-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

In most cases, Human Resources will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the company.

Workplace Safety

Drug-Free and Alcohol-Free Workplace

It is the policy of Boston Bud Factory to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. Boston Bud Factory also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. To ensure compliance with this policy, substance abuse screening may be conducted in the following situations: Boston Bud Factory reserves the right to utilize any of the following testing measures should it have concerns about an employee's substance abuse during working hours.

Pre-employment: As required by the company for all prospective employees who receive a conditional offer of employment

For Cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

Boston Bud Factory is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent

manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All Boston Bud Factory employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Boston Bud Factory prohibits the possession of weapons on its property at all times, including our parking lots or company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

Security Guards and other authorized personnel are the only ones allowed to carry a firearm. All personnel carrying a firearm must be properly licensed by the State of Massachusetts.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, [COMPANY NAME] may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dial 911 to activate the medical emergency services.

Emergency Closings

Boston Bud Factory will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice mail and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with Boston Bud Factory. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Dress and Grooming

Boston Bud Factory provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources department. Decisions regarding attire will be made by the Human Resources department and not by individual departments or managers.

Social Media Acceptable Use

Boston Bud Factory encourages employees to share information with co-workers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the company has established the following guidelines for employee participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge [COMPANY NAME] confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company’s business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use a social media to criticize the company’s competition and should not use it to compete with the company.

Confidentiality. Do not identify or reference company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the company's business belong to the company. Do not post them on a social media site without the company's permission.

Links. Employees may provide a link from a social media site to the company's website during employment (subject to discontinuance at the company's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the company's site and to register the site with the company.

Trademarks and copyrights. Do not use the company's or others' trademarks on a social media site, or reproduce the company's or others' material without first obtaining permission.

Avoid statements about the company's future. Because the company is publicly held, writing about projected growth, sales and profits, future products or services, marketing plans, or the stock price may violate Securities and Exchange Commission (SEC) rules or other applicable laws.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Company restrictions. Because the company is publicly held, it may require that employees temporarily confine social media commentary to topics unrelated to the company or that employees temporarily suspend such activity to ensure compliance with the SEC's regulations or other laws. The company may also require employees to delete references to it on a website or Web log and to stop identifying themselves as an employee of the company.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

Employees may submit to Human Resources notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking

for/offering carpools, tickets, roommates, or pets. Human Resources approves, posts, and takes down all notices. All notices posted by employees will be removed after 2 weeks unless otherwise stipulated. The company reserves the right to refuse permission to post or to take down any announcement.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on company property at any time.

Computers, Internet, Email, and Other Resources

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company’s systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company’s systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without further notice by Information Technology department administrators and company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company's cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The company reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Employees working in sales and customer service will be subject to telephone monitoring and e-mail. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

Disciplinary Procedure

The Company expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee.

Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present his or her views on the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action which may include discharge, and (e) issue a counseling notice to the employee.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and his or her superior should meet with the employee in private and proceed via (a) through (d) above, and issue a reprimand notice to the employee.

Step 4: Suspension. Supervisors have the authority to temporarily remove employees from the workplace, with or without pay, if approved in advance by the department director and the director of Human Resources. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, e.g., such as a written policy prohibiting sexual harassment or workplace violence.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Time Off and Leaves of Absence

Holidays

The company observes and allows time off (with pay for employees who have been employed with the company for at least one year) for the following holidays.:

- New Year's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Workday directly before or after Christmas (depending on day of the week for Christmas)
- Christmas
- New Years Eve Day

Any additional holidays will be designated by the company at start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Hourly employees become eligible after they have been actively with the company for 1 year. Salaried employees may receive holiday pay immediately upon joining the company, this will be determined on a case by case basis. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the work days immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the company may require verification of the reason for the absence before approving holiday pay.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch

a scheduled day with another employee, or take vacation time, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

Vacation

Boston Bud Factory recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The company provides paid vacation time to full-time employees for this purpose and employees are encouraged to take vacation during the year. Part-time employees who are regularly scheduled to work 20 or more hours per week will be eligible for paid vacation on a pro rata schedule.

Full-time employees will accrue paid vacation according to the following schedule (annual totals should be rounded to the nearest whole day):

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>
First Calendar Year	5/6 (.83) Days
Calendar Years 2 – 4	5/6 (.83) Days (up to maximum of 10 days).
Calendar Years 5-14	1 and ¼ (1.25) Days (up to maximum of 15 days)
Calendar Years 15 and over	1 and 2/3 (1.67) Days (up to maximum of 20 days)

Employees may not take paid vacation until they actually have earned or accrued the vacation time. New employees accrue paid vacation at the start of employment but may not take any vacation until they have completed at least 6 months of employment.

Generally, employees should submit vacation plans to their supervisor at least 4 weeks in advance of the requested vacation date. Vacation may be scheduled in increments of 1 full work day up to a maximum of 2 weeks in a row. Managers have the right to designate when some or all of vacations must be taken.

Vacation should be used in the year it is earned. Employees will be permitted to carry-over up to 5 days of accrued vacation to the following calendar year, but the carry-over vacation must be used by March 31 of the following year. Unused vacation will be forfeited.

Employees whose employment terminates will be paid for unused vacation time that has accrued during the calendar year of the termination.

Sick Leave

Boston Bud Factory Employees become eligible for sick days after completing 90 days of employment.

Full-time employees accrue sick days are given 40 hours of sick time per year as mandated by state regulations. Sick time will be prorated for periods of employment of less than one year.

Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for scheduled medical procedures.

Employees may carry accrued sick days over from one year to the next. The maximum accrual allowed for full-time employees is [Number of days] days; and for part-time employees [Number of days] days.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

If an employee misses [Number of Days] or more consecutive days because of illness, [Company Name] may require the employee to provide a physician's written permission to return to work.

Except as required by state law, unused sick days are forfeited when an employee's employment ends for any reason.

Family and Medical Leave

Boston Bud Factory complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

Basic Leave Entitlement. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections During FMLA Leave. During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the Company's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employee Eligibility. The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

Substitution of Paid Leave for Unpaid Leave. Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave policies.

Employee Responsibilities. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The Company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for

which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

Company Responsibilities. The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Other Provisions. Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

Unlawful Acts by Employers. The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military Leave

Boston Bud Factory supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who

needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

Bereavement Leave

Employees with more than 3 months' service may take up to 3 days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The company may require verification of the need for the leave. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for 1 day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

Time Off for Voting

Boston Bud Factory recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

Boston Bud Factory recognizes the value of benefits to employees and their families. As the company matures the employee benefits program will be expanded. Initially, there will be no benefits offered to employees. Boston Bud Factory will work diligently to add health insurance and other benefits for their employees.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

Boston Bud Factory pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of Boston Bud Factory I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the president of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the president of the company.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Receipt of Harassment Policy

I have read and I understand the Company's Harassment Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Boston Bud Factory

Record Keeping Procedure

The Boston Bud Factory General Managers will ensure that all record keeping meets or exceeds the requirements of 935 CMR 500.105 (9). The majority of records will be maintained electronically but some records will also have hard copies stored on site, all log books will be maintained on site and filled in manually as required.

Inventory Records

The Boston Bud Factory General Managers will ensure that all inventory records are maintained in accordance with 935 CMR 500.105 (8). The physical inventory will be maintained using the MJ Freeway ERP system, these records will be backed up off site to ensure immediate availability when required. An on-site inventory receiving log book will also be maintained to ensure accuracy and verifiability with electronic records. In addition to the inventory receiving log book there will also be a daily physical inventory of the retail products stored in display cases.

All production batch records will be recorded in the production log book as well as entered in MJ Freeway ERP system. Production batches will show a status of in process until all testing as required by the Boston Bud Factory Quality Control and Testing Procedure has been completed. No product will be available for sale in inventory until all testing is completed, reviewed, and approved by the General Managers.

Employee Records

Employee records will be maintained by the Boston Bud Factory General Managers on site for a minimum of three years as required by 935 CMR 500.105 (6)(c). Records will be accessible by the Cannabis Control Commission if requested during normal business hours. Personnel records for all employees, even after termination, will be stored on site for a minimum of 12 months.

Boston Bud Factory personnel training records will be maintained by the Boston Bud Factory General Managers on site. Personnel training records will include job descriptions for each position and the training required to perform in each position.

Business Records

All Boston Bud Factory business records will be stored electronically using the MJ Freeway ERP and POS software. Received inventory will be recorded in the log book as well as entered into the MJ Freeway system to ensure compliance with 935 CMR 500.105 (9)(e). Written records will be utilized to ensure accuracy and accountability for electronic records. Daily sales receipts will be printed and maintained in hard copy form to allow verification of electronic records and also prevent undetected diversion. All monetary transactions will be reconciled by the General Managers and monitored by the Boston Bud Factory CPA Charlotte Cathro.

Boston Bud Factory

Record Keeping Procedure

Production Records

Production Batch means a batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The Boston Bud Factory production personnel will ensure that all production batches utilize raw materials that are properly tested and recorded. The Production Manager shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

Record Keeping Log Books

To ensure that electronic records can be verified there will be several log books maintained on site by the General Managers. The following log books will be maintained on site:

- Inventory Receiving Log Book
- Daily Inventory Log Book
- Production Batch Log Book
- Daily Sales Log Book
- Waste Disposal Log Book
- Maintenance Log Book
- Incident Log Book

Boston Bud Factory

Maintenance of Financial Records

Boston Bud Factory General Manager's will ensure that all sales are recorded as required in 935 CMR 500.140 (6). There will be 2-3 POS terminals in the retail space, each POS will utilize a POS software that is approved by the Commission in consultation with the DOR. At the current time MJ Freeway software will be used as it integrates with METRC and has both POS and ERP functionality as well as compliance components.

Daily sales will all be handled using the POS software to ensure tracking and compliance. All products will be entered individually to ensure proper tracking and compliance with all labeling regulations. The MJ Freeway software also has a label component which can ensure label compliance. The approved labels will be controlled by the General Managers, once approved they will be available to all budtenders at the time of retail transaction. Daily sales reports will be printed, reviewed, and stored by the General Managers to ensure accuracy and prevent diversion.

Boston Bud Factory General Managers will perform a monthly analysis of all equipment and sales data in accordance with 935 CMR 500.140 (6) (d). Any maintenance that is required will be recorded in the Maintenance Log Book. Daily sales receipts will be analyzed as part of the store closing procedure. Cash will be transferred to the vault room at the end of every day in accordance with the Boston Bud Factory General Security Plan. In addition to the daily sales report the General Manager will also do an inventory of THC containing products as part of the daily closing procedure.

If at any time Boston Bud Factory determines there are any issues with the software, or if any software is found that would alter or manipulate records, the commission will be immediately notified. Boston Bud Factory will cooperate with any investigations or requests from the Commission as required in 935 CMR 500.140 (6) (d) (1-3). Boston Bud Factory will comply with any requests from the DOR or the Commission to inspect the POS software.

Boston Bud Factory will ensure that all records are maintained in accordance with the Boston Bud Factory Recordkeeping Procedure and the DOR Directive 16-1. Sales will be tracked by product categories to ensure that all THC containing products can be tracked separately and individually using the POS software with ERP functionality as well as being able to transfer all transaction data to METRC to ensure compliance.

Boston Bud Factory will track and report daily sales and tax data using the POS software which will be licensed from MJ Freeway. Boston Bud Factory will also store the financial records on the cloud or other on-site server to ensure financial records are preserved. Sales will be tracked by product and further broken down by product category in the POS system to ensure the proper tax rates are charged for Cannabis and non-cannabis products.

Excise and Sales tax payments will be recorded via the POS software, MJ Freeway and paid monthly as required by DOR. Sales and Excise tax payments made in cash will be scheduled in advance as required by the DOR cash payment guidelines. Cash will be protected by armed personnel during all cash transportation. No cannabis products will be transported when transporting cash due to the firearms being present during cash transportation.

Boston Bud Factory

Maintenance of Financial Records

Municipality tax payments will be made in cash at the Holyoke Tax Collector's office located in the Holyoke City Hall.

Payroll Taxes will be handled by the payroll servicing company which will be one of three vendors currently under review. Complete Payroll Solutions, Check Writers, or Quickbooks to get started. Payments will be handled by the General Manager or the Accountant, Cathro LLC.

The General Manager will be responsible for managing all employee hours and payroll, including ensuring that all tax payments are made on time as required. Cathro LLC will ensure that all quarterly tax payments will be made based on estimated financial statements. Payments will be made on the 15th of the month following the month in question. Cathro LLC will also file all annual taxes required, business information is listed below:

Charlotte Cahtro
Cahro LLC
PO Box 60084
Florence, MA 01062
617-281-1900

Diversity Plan

Boston Bud Factory is committed to diversity and as such has prepared this plan to ensure that the company has a positive impact on areas of disproportionate impact and maintains a diverse workplace. As a locally owned company the entire premise and company mission statement is to ensure that this new emerging impact improves the quality of life of those living the communities where shops are located.

Boston Bud Factory has partnered with Nueva Esperanza in Holyoke Massachusetts to do job fairs which will target not only candidates from Holyoke but also candidates that have previous drug convictions as long as those convictions did not include the sale of controlled substances to minors. Minority applicants will also be encouraged to apply, applications will be available in English and Spanish. Applications will also be available on site for people who may not have access to computers.

Boston Bud Factory has committed to financial support for the Verde Fund in Holyoke. The Verde Fund will be managed by a board including people from the community and from the cannabis industry. The fund will be used to ensure that funds are not only going to the city but also to the community where Marijuana Establishments will be operating.

Boston Bud Factory has committed to financial support for Meg's Fight for a Cure, a local non-profit which raises money for Huntington Disease research in honor of Meghan Cancelmo. Meghan Cancelmo suffered from Juvenile Huntington's Disease and passed away at the young age of 15. Meg used medicinal cannabis products to help with seizures and pain during the time that her disease progressed and she passed away. Meg's struggle was documented in Cannabis Consulting, a book authored by Ezra Parzybok a local industry consultant who treated Meg.

Boston Bud Factory will issue an annual report noting it's compliance to the diversity plan as well as progress on the following company goals:

- Commit 1-5% of total profits to be donated to local charities, some as noted above and below
 - Support community programs such as the Verde Fund and Meg's Fight for a cure
 - Create a scholarship fund for employees and people living in the immediate community
- Support Social Equity Program participants
 - Assist with start up documentation of local Social Equity Program participants
 - Allow social equity licensees to send their employees to Boston Bud Factory and BBF Wellness Center training programs free of charge
- Maintain a diverse workplace
 - Hire at least 30% of each location's employees from the immediate community
 - Target hiring minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.
 - Target candidates from areas of disproportionate impact
 - Give priority to retired law enforcement for security positions
- Publish an annual company report on how the company performed against it's diversity goals and update goals to ensure continued progress.

Plan for Positive Impact

Boston Bud Factory has already started to impact the local community through sponsorships and community advocacy. Boston Bud Factory created and sponsored two Pioneer Valley Cannabis Industry Summits that brought together local industry professionals and local companies. The mission statement for Boston Bud Factory is:

Boston Bud Factory is a locally owned, locally managed, locally staffed, and locally financed start up company focusing on the emerging Cannabis Industry in Massachusetts. Boston Bud Factory will prioritize community advocacy, community awareness and education rather than profits. The Boston Bud Factory Wellness Center has a Registered Nurse on staff and will offer patient consultations, dosing information, educational seminars, and employee training. Each location will give priority to employment candidates who reside in areas of disproportionate impact. Boston Bud Factory will set the example locally for community stewardship, education, and training.

Additionally, Boston Bud Factory has pledged to support the Green Fund which is run by Nueva Esperanza and the South Holyoke Neighborhood Association. Boston Bud Factory will partner with Nueva Esperanza to hire locally, applications will be available in both English and Spanish. At least 30% of the employees working at 73 Sargeant St will be from Holyoke and preference will be given to applicants from areas of disproportionate impact

In addition to community support Boston Bud Factory will also support other Marijuana Establishments by putting on public training events. Boston Bud Factory will also make its training programs open to marijuana establishments locally which operate under a social equity category.

Employee Qualifications and Training

All Boston Bud Factory employees will be hired in accordance with the employee handbook to ensure compliance to all state and federal regulations. Boston Bud Factory will prioritize hiring employees from areas of disproportionate impact as well as working with the local community surrounding each location. Preference will be given to those that can show a documented history of marijuana having a negative impact on their lives.

Employee requirements are:

- 1) No violent criminal history or previous conviction for crimes involving the distribution of controlled substances to minors.
- 2) Must be 21 years of age
- 3) Preference given to applicants living in Holyoke. Boston Bud Factory will maintain at least 30% of its employees being Holyoke residents.
- 4) Authorized to work in the United States as noted in Employee Handbook

Once hired all employees will apply for registration as a Marijuana Establishment Agent as required under state laws, 935 CMR 500.030. Employee's which are not able to obtain a registration card will have their employment terminated in accordance with the Employee Handbook

Training will be done in accordance with 935 CMR 105 (2) Boston Bud Factory employee guidelines as noted in the Employee Handbook. All Boston Bud Factory employees will go through an initial training program which will include the following training programs:

- Responsible Vendor Training
- Inventory procedures
- Diversion prevention
- Employee Handbook
- Active Shooter Response
- General Disaster Response
- Diversion Prevention
- Cannabis Product Training
- Dispensing Procedures

In addition to the training required by the Boston Bud Factory Employee Handbook employees will also attend monthly training sessions that will be given both at Boston Bud Factory or BBF Wellness Centers. Each training session will be one hour in duration and will be tracked to ensure that the 8 hour annual training requirement is met or exceeded. The monthly training program will ensure compliance with 935 CMR 500.105 (2)(a). The monthly training rotation will include refreshers of the initial employee training noted above as well as additional relative trainings such as:

- Addiction education and awareness
- Youth use prevention programs
- Medical benefits of various cannabis products
- Safe and effective use of cannabis products
- Diversity

Boston Bud Factory

Quality Control and Testing Procedure

Boston Bud Factory is committed to selling products which only meet rigorous quality standards. Boston Bud Factory has established quality assurance protocols requiring the testing of all marijuana products for quality, contaminants, and compliance with Commission regulations prior to sale, in accordance with 935 CMR 500.160. All processes and procedures will also ensure compliance with local health codes as well as 935 CMR 500.105 (b).

Boston Bud Factory will engage an ISO accredited, licensed independent testing laboratory to test all marijuana products for the cannabinoid profile and specified contaminants to ensure product safety and quality assurance, prior to sale. CDX Analytics and MCR Labs are two licensed, independent testing laboratories identified by Boston Bud Factory for product testing. Boston Bud Factory will ensure the lab testing of all marijuana products is compliant with *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as per 935 CMR 500.160(1). Every product manufactured or sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides.

All independent laboratory test results will be recorded in the production batch log book (if for a manufactured product) or the receiving log book (for products purchased for sale in the retail store). Additionally, testing results will be recorded in the ERP software and METRC. All testing results will be retained for at least one year.

The Chief Operating Officer (COO) will provide quality control oversight of the entire manufacturing and retail process. All Boston Bud Factory staff will immediately notify the COO of any actual or potential quality control issues, including any matters affecting marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the COO, including measures, if necessary, to contain and dispose of unsafe products. The COO will closely monitor product quality and consistency, and ensure expired products are removed and disposed. The COO will also ensure the random sampling of each batch of marijuana product produced by Boston Bud Factory is tested by the independent testing laboratory

All products sold or manufactured will be required to meet DPH Standards, testing will include at a minimum:

- a. Cannabinoid Profile
- b. Metals
- c. Solvents
- d. Bacteria

Boston Bud Factory

Quality Control and Testing Procedure

e. Pesticide

Upon the receipt of any laboratory testing results indicating contaminant levels above the acceptable limits, Boston Bud Factory will notify the Commission within 72 hours of receipt of such laboratory testing results and dispose of the production batch, in accordance with 935 CMR 500.160(2). The COO will ensure a proposed plan of action for both the destruction of contaminated product and the assessment of the source of contamination accompanies the formal notice of such failed test results, as required by the Commission.

Boston Bud Factory's corporate goals include manufacturing products free of unnecessary solvents, pesticides, and other harmful substances. All Boston Bud Factory marijuana product oils will be produced using a supercritical CO2 extraction process to eliminate unnecessary residual solvents.

All products sold in the Boston Bud Factory retail store must have been tested and approved prior to sale. The ERP software system will ensure that inventory is properly tracked, including testing results, and also approved for sale before being in the available inventory for sale. The General Manager will oversee all deliveries to ensure that the products meet the required specifications as documented in the Product Specification which will be available for any product manufactured or sold. All testing must meet the requirements of 935 CMR 500.140 (9).

All Boston Bud Factory staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards, as specified in 935 CMR 500.105(3). Boston Bud Factory will ensure the proper equipment and storage materials, including adequate and convenient handwashing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, and refrigerators, and freezers.

Inventory and retail staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent handwashing and personal cleanliness, as specified in 935 CMR 500.105(2). Marijuana products will be processed in a secure access area of Boston Bud Factory.

All production and inventory staff will receive relevant quality assurance training and continuously monitor quality assurance at every stage of the manufacturing process to prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety. Lab coats and other protective equipment are required at all times in the production facility.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow Boston Bud Factory procedures for marijuana waste disposal,

Boston Bud Factory

Quality Control and Testing Procedure

in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault. No fewer than two Boston Bud Factory inventory staff will witness, document, and confirm by signature, the disposal of all marijuana products. Boston Bud Factory will ground up and render marijuana waste unusable for its original purpose, in compliance with 935 CMR 500.105(12)(C), and in full view of security cameras. Boston Bud Factory will contract with McNamara Waste for waste pickup and disposal.

Boston Bud Factory will maintain a marijuana product waste disposal log, recording the date, type and quantity disposed or handled, manner of disposal or handling, the location of disposal or other handling, and the names of the two staff members present. The marijuana waste disposal log shall be maintained and kept for a minimum of three years and available to Commission staff for inspection. All marijuana waste will be documented in Metrc and the ERP software to ensure full inventory seed-to-sale tracking.

Personnel Policies

This document is to provide an overview of what is contained in the Boston Bud Factory Employee Handbook. The following outlines the personnel policies, including background checks and Agent Registration.

The following personnel policies are detailed in the Boston Bud Factory Employee Handbook.

- 1) Equal Opportunity and Diversity Policies
- 2) Conflicts and Confidentiality
- 3) Employment Relationship
- 4) Workplace Safety
- 5) Workplace Guidelines
- 6) Time Off and Leaves of Absence
- 7) Employee Benefits

Background Checks

Marijuana Establishments are required to obtain a Criminal Offender Record Information (CORI) report within 30 days prior to submission of an agent registration application. The information in the CORI should be used to fill out background check information for criminal actions on each applicant for each application. CORI reports will be stored in private files only accessible by the General Manager for each location, or one of the two owners. All files will be stored in the GM office as documented in the Boston Bud Factory Operating Procedures. All CORI files will be accessible and available for review by the Cannabis Control Commission if requested. CORI reports are only valid for one year from the date generated. CORI reports will be updated annually for Boston Bud Factory employees, executives, and volunteers.

CORI reports for each prospective employee will be reviewed by the General Manager or owner to determine if there is anything that does not meet the requirements outlined in accordance with 935 CMR 500.800. If a prospective employee, or volunteer, meets all of the Boston Bud Factory requirements then an application for registration, than an application for registration will be submitted to the state.

Agent Registration

All Boston Bud Factory owners, executives, managers, employees, and volunteers must apply for agent registrations at the expense of Boston Bud Factory. To be suitable for registration they must be:

- 1) 21 years of age or older
- 2) Never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction; and
- 3) Be suitable for registration in accordance with 935 CMR 500.800 and 935 CMR 500.802.

The General Manager will complete an application for each employee upon hiring and after a CORI check in accordance with the Boston Bud Factory Background Check requirements. The General Manager will review the results of each CORI to ensure that they meet the requirements and are

suitable as spelled out in 935 CMR 500.800. All individuals acting as agents of Boston Bud Factory will have an application submitted on their behalf at no cost to them. The application will be submitted with the following information:

- 1) Individual's full name, address, and date of birth;
- 2) All aliases used previously or currently including maiden names;
- 3) A copy of the applicant's driver's license or other government issued ID;
- 4) Attestation that the individual will not engage in the diversion of marijuana products;
- 5) Written acknowledgement by the individual of any limitations on his/her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- 6) Background information including the following:
 - a. Description and dates of any criminal action that occurred in any jurisdiction which resulted in a conviction, guilty plea, plea of nolo contendere, or admission of sufficient facts;
 - b. Description and dates of any civil or administrative action that occurred in any jurisdiction relating to any professional, occupational, or fraudulent practices;
 - c. Description and dates of any past or pending action on a license that occurred or is occurring in any jurisdiction; and
 - d. Description and dates of any past or pending disciplinary action or unresolved complaint that occurred or is occurring in any jurisdiction.
- 7) Nonrefundable application fee paid by the Marijuana Establishment (\$50)

Boston Bud Factory

EMPLOYEE HANDBOOK



Last updated: September 2018

Welcome

Welcome to Boston Bud Factory, we are delighted that you have chosen to join our organization and hope that you will enjoy a long and successful career with us. As you become familiar with our culture and mission, we hope you will take advantage of opportunities to enhance your career and further Boston Bud Factory's Goals.

You are joining an organization that has a reputation for outstanding leadership, innovation, and expertise. Our employees use their creativity and talent to invent new solutions, meet new demands, and offer the most effective services/products in the industry. With your active involvement, creativity, and support, Boston Bud Factory will continue to achieve its goals. We sincerely hope you will take pride in being an important part of Boston Bud Factory 's success.

Please take time to review the policies contained in this handbook. If you have questions, feel free to ask your supervisor or to contact the Human Resources Department.

TABLE OF CONTENTS

Employment at Will

Equal Opportunity and Commitment to Diversity

- Equal Opportunity
- Americans with Disabilities Act (ADA) and Reasonable Accommodation
- Commitment to Diversity
- Harassment and Complaint Procedure

Conflicts of Interest and Confidentiality

- Conflicts of Interest
- Confidential Information
- Non-disclosure Agreements
- Agent Registration
- Background Checks

Employment Relationship

- Employment Classification
- Work Week and Hours of Work
- Meal and Rest Breaks
- Time Records
- Overtime
- Deductions from Pay/Safe Harbor
- Paychecks
- Access to Personnel Files
- Employment of Relatives and Domestic Partners
- Separation from Employment

Workplace Safety

- Drug-Free and Alcohol-Free Workplace
- Smoke-Free Workplace
- Workplace Violence Prevention
- Commitment to Safety
- Emergency Closings

Workplace Guidelines

- Attendance
- Job Performance
- Outside Employment
- Dress and Grooming
- Social Media Acceptable Use
- Bulletin Boards
- Solicitation
- Computers, Internet, Email, and Other Resources
- Disciplinary Procedure

Time Off and Leaves of Absence

- Holidays
- Vacation
- Sick Leave
- Family and Medical Leave
- Military Leave
- Bereavement Leave
- Jury Duty/Court Appearance
- Time Off for Voting

Employee Benefits

- Workers' Compensation

Employee Handbook Acknowledgment and Receipt**Receipt of Harassment Policy**

Employment at Will

Employment at Boston Bud Factory is on an at-will basis unless otherwise stated in a written individual employment agreement signed by the President of the company.

This means that either the employee or the company may terminate the employment relationship at any time, for any reason, with or without notice.

Nothing in this employee handbook is intended to or creates an employment agreement, express or implied. Nothing contained in this or any other document provided to the employee is intended to be, nor should it be, construed as a contract that employment or any benefit will be continued for any period of time. In addition, no company representative is authorized to modify this policy for any employee or to enter into any agreement, oral or written, that changes the at-will relationship.

Any salary figures provided to an employee in annual or monthly terms are stated for the sake of convenience or to facilitate comparisons and are not intended and do not create an employment contract for any specific period of time.

Nothing in this statement is intended to interfere with, restrain, or prevent concerted activity as protected by the National Labor Relations Act. Such activity includes employee communications regarding wages, hours, or other terms or conditions of employment. Boston Bud Factory employees have the right to engage in or refrain from such activities.

Equal Opportunity and Commitment to Diversity

Equal Opportunity

Boston Bud Factory provides equal employment opportunities to all employees and applicants for employment without regard to race, color, ancestry, national origin, gender, sexual orientation, marital status, religion, age, disability, gender identity, results of genetic testing, or service in the military. Equal employment opportunity applies to all terms and conditions of employment, including hiring, placement, promotion, termination, layoff, recall, transfer, leave of absence, compensation, and training.

Boston Bud Factory expressly prohibits any form of unlawful employee harassment or discrimination based on any of the characteristics mentioned above. Improper interference with the ability of other employees to perform their expected job duties is absolutely not tolerated.

Any employees with questions or concerns about equal employment opportunities in the workplace are encouraged to bring these issues to the attention of the HR Manager. The Company will not allow any form of retaliation against individuals who raise issues of equal employment opportunity. If an employee feels he or she has been subjected to any such retaliation, he or she should bring it to the attention of the HR Manager.

Retaliation means adverse conduct taken because an individual reported an actual or perceived violation of this policy, opposed practices prohibited by this policy, or participated in the reporting and investigation process described below. "Adverse conduct" includes but is not limited to:

- (1) shunning and avoiding an individual who reports harassment, discrimination or retaliation;
- (2) express or implied threats or intimidation intended to prevent an individual from reporting harassment, discrimination or retaliation; or
- (3) denying employment benefits because an applicant or employee reported harassment, discrimination or retaliation or participated in the reporting and investigation process.

Complaints of discrimination should be filed according to the procedures described in the Harassment and Complaint Procedure.

Americans with Disabilities Act (ADA) and Reasonable Accommodation

To ensure equal employment opportunities to qualified individuals with a disability, Boston Bud Factory will make reasonable accommodations for the known disability of an otherwise qualified individual, unless undue hardship on the operation of the business would result. Employees who may require a reasonable accommodation should contact the Human Resources Department.

Commitment to Diversity

Boston Bud Factory is committed to creating and maintaining a workplace in which all employees have an opportunity to participate and contribute to the success of the business and are valued for their skills, experience, and unique perspectives. This commitment is embodied in company policy and the way we do business at Boston Bud Factory and is an important principle of sound business management.

Harassment and Complaint Procedure

Sexual and other unlawful harassment is a violation of Title VII of the Civil Rights Act of 1964 (Title VII), as amended, as well as many state laws. Harassment based on a characteristic protected by law, such as race, color, ancestry, national origin, gender, sex, sexual orientation, gender identity, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law, is prohibited.

It is Boston Bud Factory's policy to provide a work environment free of sexual and other harassment. To that end, harassment of Boston Bud Factory's employees by management, supervisors, coworkers, or nonemployees who are in the workplace is absolutely prohibited. Further, any retaliation against an individual who has complained about sexual or other harassment or retaliation against individuals for cooperating with an investigation of a harassment complaint is similarly unlawful and will not be tolerated. Boston Bud Factory will take all steps necessary to prevent and eliminate unlawful harassment.

Definition of Unlawful Harassment. "Unlawful harassment" is conduct that has the purpose or effect of creating an intimidating, hostile, or offensive work environment; has the purpose or effect of substantially and unreasonably interfering with an individual's work performance; or otherwise adversely affects an individual's employment opportunities because of the individual's membership in a protected class.

Unlawful harassment includes, but is not limited to, epithets; slurs; jokes; pranks; innuendo; comments; written or graphic material; stereotyping; or other threatening, hostile, or intimidating acts based on race, color, ancestry, national origin, gender, sex, sexual orientation, marital status, religion, age, disability, veteran status, or other characteristic protected by state or federal law.

Definition of Sexual Harassment. While all forms of harassment are prohibited, special attention should be paid to sexual harassment. "Sexual harassment" is generally defined under both state and federal law as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature where:

- Submission to or rejection of such conduct is made either explicitly or implicitly a term or condition of any individual's employment or as a basis for employment decisions; *or*
- Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Other sexually oriented conduct, whether intended or not, that is unwelcome and has the effect of creating a work environment that is hostile, offensive, intimidating, or humiliating to workers may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct that, if unwelcome, may constitute sexual harassment depending on the totality of the circumstances, including the severity of the conduct and its pervasiveness:

- Unwanted sexual advances, whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comments about an individual's body, comments about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, or cartoons;
- Unwelcome leering, whistling, brushing up against the body, sexual gestures, or suggestive or insulting comments;
- Inquiries into one's sexual experiences; *and*
- Discussion of one's sexual activities.

All employees should take special note that, as stated above, retaliation against an individual who has complained about sexual harassment and retaliation against individuals for cooperating with an investigation of sexual harassment complaint is unlawful and will not be tolerated at Boston Bud Factory.

Complaint Procedure. Any employee who believes he or she has been subject to or witnessed illegal discrimination, including sexual or other forms of unlawful harassment, is requested and encouraged to make a complaint. You may complain directly to your immediate supervisor or department manager, the HR director, or any other member of management with whom you feel comfortable bringing such a complaint. Similarly, if you observe acts of discrimination toward or harassment of another employee, you are requested and encouraged to report this to one of the individuals listed above.

No reprisal, retaliation, or other adverse action will be taken against an employee for making a complaint or report of discrimination or harassment or for assisting in the investigation of any such complaint or report. Any suspected retaliation or intimidation should be reported immediately to one of the persons identified above.

All complaints will be investigated promptly and, to the extent possible, with regard for confidentiality.

If the investigation confirms conduct contrary to this policy has occurred, Boston Bud Factory will take immediate, appropriate, corrective action, including discipline, up to and including immediate termination.

Conflicts of Interest and Confidentiality

Conflicts of Interest

Boston Bud Factory expects all employees to conduct themselves and company business in a manner that reflects the highest standards of ethical conduct, and in accordance with all federal, state, and local laws and regulations. This includes avoiding real and potential conflicts of interests.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. Boston Bud Factory recognizes and respects the individual employee's right to engage in activities outside of employment which are private in nature and do not in any way conflict with or reflect poorly on the company.

It is not possible to define all the circumstances and relationships that might create a conflict of interest. If a situation arises where there is a potential conflict of interest, the employee should discuss this with a manager for advice and guidance on how to proceed. The list below suggests some of the types of activity that indicate improper behavior, unacceptable personal integrity, or unacceptable ethics:

1. Simultaneous employment by another firm that is a competitor of or supplier to Boston Bud Factory
2. Carrying on company business with a firm in which the employee, or a close relative of the employee, has a substantial ownership or interest.
3. Holding a substantial interest in, or participating in the management of, a firm to which the company makes sales or from which it makes purchases.
4. Borrowing money from customers or firms, other than recognized loan institutions, from which our company buys services, materials, equipment, or supplies.
5. Accepting substantial gifts or excessive entertainment from an outside organization or agency.
6. Speculating or dealing in materials, equipment, supplies, services, or property purchased by the company.
7. Participating in civic or professional organization activities in a manner that divulges confidential company information.
8. Misusing privileged information or revealing confidential data to outsiders.
9. Using one's position in the company or knowledge of its affairs for personal gains.
10. Engaging in practices or procedures that violate antitrust laws, commercial bribery laws, copyright laws, discrimination laws, campaign contribution laws, or other laws regulating the conduct of company business.

Confidential Information

The protection of confidential business information and trade secrets is vital to the interests and success of Boston Bud Factory Confidential information is any and all information disclosed to or known by you because of employment with the company that is not generally known to people outside the company about its business.

An employee who improperly uses or discloses trade secrets or confidential business information will be subject to disciplinary action up to and including termination of employment and legal action, even if he or she does not actually benefit from the disclosed information.

All inquiries from the media must be referred to the Franklyn Dailey, CEO Boston Bud Factory.

This provision is not intended to, and should not be interpreted to, prohibit employees from discussing wages and other terms and conditions of employment if they so choose.

Non-disclosure Agreements

In certain cases, employees may be required to sign a non-disclosure agreement to ensure the safety of any Intellectual Property owned by Boston Bud Factory. All agreements will be bilateral agreements to protect confidential information for all parties.

Agent Registration

All Boston Bud Factory owners, executives, managers, employees, and volunteers must apply for agent registrations at the expense of Boston Bud Factory. To be suitable for registration they must be:

- 1) 21 years of age or older
- 2) Never been convicted in the Commonwealth of distribution of controlled substances to minors or a like offense in another jurisdiction; and
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The General Manager will complete an application for each employee upon hiring and after a CORI check in accordance with the Boston Bud Factory Background Check requirements. The General Manager will review the results of each CORI to ensure that they meet the requirements and are suitable as spelled out in 935 CMR 500.800. All individuals acting as agents of Boston Bud Factory will have an application submitted on their behalf at no cost to them. The application will be submitted with the following information:

- 1) Individual's full name, address, and date of birth;
- 2) All aliases used previously or currently including maiden names;
- 3) A copy of the applicant's driver's license or other government issued ID;
- 4) Attestation that the individual will not engage in the diversion of marijuana products;

- 5) Written acknowledgement by the individual of any limitations on his/her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
- 6) Background information including the following:
 - a. Description and dates of any criminal action that occurred in any jurisdiction which resulted in a conviction, guilty plea, plea of nolo contendere, or admission of sufficient facts;
 - b. Description and dates of any civil or administrative action that occurred in any jurisdiction relating to any professional, occupational, or fraudulent practices;
 - c. Description and dates of any past or pending action on a license that occurred or is occurring in any jurisdiction; and
 - d. Description and dates of any past or pending disciplinary action or unresolved complaint that occurred or is occurring in any jurisdiction.
- 7) Nonrefundable application fee paid by the Marijuana Establishment (\$50)

Background Checks

Marijuana Establishments are required to obtain a Criminal Offender Record Information (CORI) report within 30 days prior to submission of an agent registration application. The information in the CORI should be used to fill out background check information for criminal actions on each applicant for each application. CORI reports will be stored in private files only accessible by the General Manager for each location, or one of the two owners. All files will be stored in the GM office as documented in the Boston Bud Factory Operating Procedures. All CORI files will be accessible and available for review by the Cannabis Control Commission if requested. CORI reports are only valid for one year from the date generated. CORI reports will be updated annually for Boston Bud Factory employees, executives, and volunteers.

CORI reports for each prospective employee will be reviewed by the General Manager or owner to determine if there is anything that does not meet the requirements outlined in accordance with 935 CMR 500.800. If a prospective employee, or volunteer, meets all of the Boston Bud Factory requirements then an application for registration, than an application for registration will be submitted to the state.

Employment Relationship

Employment Classification

In order to determine eligibility for benefits and overtime status and to ensure compliance with federal and state laws and regulations, Boston Bud Factory classifies its employees as shown below. Boston Bud Factory may review or change employee classifications at any time.

Exempt. Exempt employees are paid on a salaried basis and are not eligible to receive overtime pay.

Nonexempt. Nonexempt employees are paid on an hourly basis and are eligible to receive overtime pay for overtime hours worked.

Regular, Full-Time. Employees who are not in a temporary status and work a minimum of 30 hours weekly and maintain continuous employment status. Generally, these employees are eligible for the full-time benefits package and are subject to the terms, conditions, and limitations of each benefits program.

Regular, Part-Time. Employees who are not in a temporary status and who are regularly scheduled to work fewer than 30 hours weekly, but at least 20 hours weekly, and who maintain continuous employment status. Part-time employees are eligible for some of the benefits offered by the company and are subject to the terms, conditions, and limitations of each benefits program.

Temporary, Full-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work the company's full-time schedule for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Temporary, Part-Time. Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project and who are temporarily scheduled to work fewer than 30 hours weekly for a limited duration. Employment beyond any initially stated period does not in any way imply a change in employment status.

Work Week and Hours of Work

The standard workweek is from Saturday 12:00 a.m. until Friday 11:59 p.m. and generally consists of 40 work hours. Retail Store hours are 8:00 a.m. to 8:00 p.m. Monday through Saturday, Sundays are 8:00 a.m. to 5:00 p.m., all employees who work over 6 hours will get a 30-minute unpaid lunch break. Individual work schedules may vary depending on the needs of each department.

Meal and Rest Breaks

Employees are entitled to a 30-minute unpaid meal break each day. If a nonexempt employee is required to work through a meal break, he or she will be paid for the 30-minute period. Employees are also entitled to two 15-minute rest periods each day. Meal and rest breaks will be scheduled by the department supervisor or manager.

Time Records

All nonexempt employees are required to complete accurate weekly time reports showing all time actually worked. These records are required by governmental regulations and are used to calculate regular and overtime pay. At the end of each week, the employee and his or her supervisor must sign the time sheet attesting to its correctness before forwarding it to the Human Resources department.

Overtime

When required due to the needs of the business, you may be asked to work overtime. Overtime is actual hours worked in excess of 40 in a single workweek. Nonexempt employees will be paid overtime compensation at the rate of one and one half their regular rate of pay for all hours over 40 actually worked in a single workweek. Paid leave, such as holiday, PTO, bereavement time, and jury duty does not apply toward work time. All overtime work must be approved in advance by a supervisor or manager.

Deductions from Pay/Safe Harbor Exempt Employees

The Company does not make improper deductions from the salaries of exempt employees and complies with the salary basis requirements of the Fair Labor Standards Act (FLSA). Employees classified as exempt from the overtime pay requirements of the FLSA will be notified of this classification at the time of hire or change in position.

Permitted deductions. The FLSA limits the types of deductions that may be made from the pay of an exempt employee. Deductions that are permitted include:

- Deductions that are required by law, e.g., income taxes;
- Deductions for employee benefits when authorized by the employee;
- Absence from work for one or more full days for personal reasons other than sickness or disability;
- Absence from work for one or more full days due to sickness or disability if the deduction is made in accordance with a bona fide plan, policy or practice of providing compensation for salary lost due to illness;
- Offset for amounts received as witness or jury fees, or for military pay; or
- Unpaid disciplinary suspensions of one or more full days imposed in good faith for workplace conduct rule infractions.

During the week an exempt employee begins work for the company or during the last week of employment, the employee will only be paid for actual hours worked. In addition, an employee

may be paid only for hours worked during a period when the employee is using unpaid leave under the Family and Medical Leave Act (FMLA).

Improper deductions. If an employee classified as exempt believes that an improper deduction has been taken from his or her pay, the employee should immediately report the deduction to the Human Resources Department. The report will be promptly investigated and if it is found that an improper deduction has been made, the company will reimburse the employee for the improper deduction.

Paychecks

Boston Bud Factory's pay period for all employees is biweekly on Friday. If pay day falls on a federal holiday, employees will receive their paycheck on the preceding workday. Paychecks are directly deposited into your checking and/or savings accounts.

Access to Personnel Files

Employee files are maintained by the Human Resources department and are considered confidential. Managers and supervisors may only have access to personnel file information on a need-to-know basis. Personnel file access by current employees and former employees upon request will generally be permitted within 3 days of the request unless otherwise required under state law. Personnel files are to be reviewed in the Human Resources department. Employee files may not be taken outside the department. Representatives of government or law enforcement agencies, in the course of their duties, may be allowed access to file information.

Employment of Relatives and Domestic Partners

Relatives and domestic partners may be hired by the company if (1) the persons concerned will not work in a direct supervisory relationship, and (2) the employment will not pose difficulties for supervision, security, safety, or morale. For the purposes of this policy, "relatives" are defined as spouses, children, siblings, parents, or grandparents. A "domestic partnership" is generally defined as a committed relationship between two individuals who are sharing a home or living arrangements.

Current employees who marry each other or become involved in a domestic partnership will be permitted to continue employment with the company provided they don't work in a direct supervisory relationship with each other or otherwise pose difficulties as mentioned above. If employees who marry or live together do work in a direct supervisory relationship with each other, the company will attempt to reassign one of the employees to another position for which he or she is qualified if such a position is available. If no such position is available, the employees will be permitted to determine which one of them will resign from the company.

Separation from Employment

In all cases of voluntary resignation (one initiated by the employee), employees are asked to provide a written notice to their supervisors at least 10 working days in advance of the last day of work. The 10 days must be actual working days. Holidays and paid time off (PTO) will not be

counted toward the 10-day notice. Employees who provide the requested amount of notice will be considered to have resigned in good standing and generally will be eligible for rehire.

In most cases, Human Resources will conduct an exit meeting on or before the last day of employment to collect all company property, and to discuss final pay. If applicable, information regarding benefits continuation through the Consolidated Omnibus Budget Reconciliation Act (COBRA) will be sent to the employee's home address.

Should it become necessary because of business conditions to reduce the number of employees or work hours, this will be done at the discretion of the company.

Workplace Safety

Drug-Free and Alcohol-Free Workplace

It is the policy of Boston Bud Factory to maintain a drug- and alcohol-free work environment that is safe and productive for employees and others having business with the company.

The unlawful use, possession, purchase, sale, distribution, or being under the influence of any illegal drug and/or the misuse of legal drugs while on company or client premises or while performing services for the company is strictly prohibited. Boston Bud Factory also prohibits reporting to work or performing services under the influence of alcohol or consuming alcohol while on duty or during work hours. To ensure compliance with this policy, substance abuse screening may be conducted in the following situations: Boston Bud Factory reserves the right to utilize any of the following testing measures should it have concerns about an employee's substance abuse during working hours.

Pre-employment: As required by the company for all prospective employees who receive a conditional offer of employment

For Cause: Upon reasonable suspicion that the employee is under the influence of alcohol or drugs that could affect or has adversely affected the employee's job performance.

Random: As authorized or required by federal or state law.

Compliance with this policy is a condition of employment. Employees who test positive or who refuse to submit to substance abuse screening will be subject to termination. Notwithstanding any provision herein, this policy will be enforced at all times in accordance with applicable state and local law.

Any employee violating this policy is subject to discipline, up to and including termination, for the first offense.

Smoke-Free Workplace

Smoking is not allowed in company buildings or work areas at any time. "Smoking" includes the use of any tobacco products (including chewing tobacco), electronic smoking devices, and e-cigarettes.

Smoking is only permitted during break times in designated outdoor areas. Employees using these areas are expected to dispose of any smoking debris safely and properly.

Workplace Violence Prevention

Boston Bud Factory is committed to providing a safe, violence-free workplace for our employees. Due to this commitment, we discourage employees from engaging in any physical confrontation with a violent or potentially violent individual or from behaving in a threatening or violent manner. Threats, threatening language, or any other acts of aggression or violence made toward or by any employee will not be tolerated. A threat may include any verbal or physical

harassment or abuse, attempts to intimidate others, menacing gestures, stalking, or any other hostile, aggressive, and/or destructive actions taken for the purposes of intimidation. This policy covers any violent or potentially violent behavior that occurs in the workplace or at company-sponsored functions.

All Boston Bud Factory employees bear the responsibility of keeping our work environment free from violence or potential violence. Any employee who witnesses or is the recipient of violent behavior should promptly inform their supervisor, manager, or the Human Resources Department. All threats will be promptly investigated. No employee will be subject to retaliation, intimidation, or discipline as a result of reporting a threat in good faith under this guideline.

Any individual engaging in violence against the company, its employees, or its property will be prosecuted to the full extent of the law. All acts will be investigated, and the appropriate action will be taken. Any such act or threatening behavior may result in disciplinary action up to and including termination.

Boston Bud Factory prohibits the possession of weapons on its property at all times, including our parking lots or company vehicles. Additionally, while on duty, employees may not carry a weapon of any type. Weapons include, but are not limited to, handguns, rifles, automatic weapons, and knives that can be used as weapons (excluding pocketknives, utility knives, and other instruments that are used to open packages, cut string, and for other miscellaneous tasks), martial arts paraphernalia, stun guns, and tear gas. Any employee violating this policy is subject to discipline up to and including dismissal for the first offense.

Security Guards and other authorized personnel are the only ones allowed to carry a firearm. All personnel carrying a firearm must be properly licensed by the State of Massachusetts.

The company reserves the right to inspect all belongings of employees on its premises, including packages, briefcases, purses and handbags, gym bags, and personal vehicles on company property. In addition, [COMPANY NAME] may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and may remove all Company property and other items that are in violation of Company rules and policies.

Commitment to Safety

Protecting the safety of our employees and visitors is the most important aspect of running our business.

All employees have the opportunity and responsibility to contribute to a safe work environment by using commonsense rules and safe practices and by notifying management when any health or safety issues are present. All employees are encouraged to partner with management to ensure maximum safety for all.

In the event of an emergency, notify the appropriate emergency personnel by dialing 9 for an outside line, then dial 911 to activate the medical emergency services.

Emergency Closings

Boston Bud Factory will always make every attempt to be open for business. In situations in which some employees are concerned about their safety, management may advise supervisors to notify their departments that the office is not officially closed, but anyone may choose to leave the office if he or she feels uncomfortable.

If the office is officially closed during the course of the day to permit employees to leave early, nonexempt employees who are working on-site as of the time of the closing will be paid for a full day. If you leave earlier than the official closing time, you will be paid only for actual hours worked, or you can take PTO time. Exempt employees will be paid for a normal full day but are expected to complete their work at another time.

Workplace Guidelines

Attendance

All employees are expected to arrive on time, ready to work, every day they are scheduled to work.

If unable to arrive at work on time, or if an employee will be absent for an entire day, the employee must contact the supervisor as soon as possible. Voice mail and e-mail messages are not acceptable except in certain emergency circumstances. Excessive absenteeism or tardiness will result in discipline up to and including termination. Failure to show up or call in for a scheduled shift without prior approval may result in termination. If an employee fails to report to work or call in to inform the supervisor of the absence for 3 consecutive days or more, the employee will be considered to have voluntarily resigned employment.

Job Performance

Communication between employees and supervisors or managers is very important. Discussions regarding job performance are ongoing and often informal. Employees should initiate conversations with their supervisors if they feel additional ongoing feedback is needed.

Generally, formal performance reviews are conducted annually. These reviews include a written performance appraisal and discussion between the employee and the supervisor about job performance and expectations for the coming year.

Outside Employment

Employees are permitted to work a second job as long as it does not interfere with their job performance with Boston Bud Factory. Employees with a second job are expected to work their assigned schedules. A second job will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours.

If outside work activity causes or contributes to job-related problems, it must be discontinued, or the employee may be subject to disciplinary action, up to and including termination.

Dress and Grooming

Boston Bud Factory provides a casual yet professional work environment for its employees. Even though the dress code is casual, it is important to project a professional image to our customers, visitors, and coworkers. All employees are expected to dress in a manner consistent with good hygiene, safety, and good taste. Please use common sense.

Any questions or complaints regarding the appropriateness of attire should be directed to the Human Resources department. Decisions regarding attire will be made by the Human Resources department and not by individual departments or managers.

Social Media Acceptable Use

Boston Bud Factory encourages employees to share information with co-workers and with those outside the company for the purposes of gathering information, generating new ideas, and learning from the work of others. Social media provide inexpensive, informal, and timely ways to participate in an exchange of ideas and information. However, information posted on a website is available to the public and, therefore, the company has established the following guidelines for employee participation in social media.

Note: As used in this policy, “social media” refers to blogs, forums, and social networking sites, such as Twitter, Facebook, LinkedIn, YouTube, Instagram, and SnapChat, among others.

Off-duty use of social media. Employees may maintain personal websites or weblogs on their own time using their own facilities. Employees must ensure that social media activity does not interfere with their work. In general, the company considers social media activities to be personal endeavors, and employees may use them to express their thoughts or promote their ideas.

On-duty use of social media. Employees may engage in social media activity during work time provided it is directly related to their work, approved by their manager, and does not identify or reference company clients, customers, or vendors without express permission. The company monitors employee use of company computers and the Internet, including employee blogging and social networking activity.

Respect. Demonstrate respect for the dignity of the company, its owners, its customers, its vendors, and its employees. A social media site is a public place, and employees should avoid inappropriate comments. For example, employees should not divulge [COMPANY NAME] confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites. Similarly, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Even if a message is posted anonymously, it may be possible to trace it back to the sender.

Post disclaimers. If an employee identifies himself or herself as a company employee or discusses matters related to the company on a social media site, the site must include a disclaimer on the front page stating that it does not express the views of the company and that the employee is expressing only his or her personal views. For example: “The views expressed on this website/Weblog are mine alone and do not necessarily reflect the views of my employer.” Place the disclaimer in a prominent position and repeat it for each posting expressing an opinion related to the company or the company’s business. Employees must keep in mind that if they post information on a social media site that is in violation of company policy and/or federal, state, or local law, the disclaimer will not shield them from disciplinary action.

Competition. Employees should not use a social media to criticize the company’s competition and should not use it to compete with the company.

Confidentiality. Do not identify or reference company clients, customers, or vendors without express permission. Employees may write about their jobs in general but may not disclose any

confidential or proprietary information. For examples of confidential information, please refer to the confidentiality policy. When in doubt, ask before publishing.

New ideas. Please remember that new ideas related to work or the company's business belong to the company. Do not post them on a social media site without the company's permission.

Links. Employees may provide a link from a social media site to the company's website during employment (subject to discontinuance at the company's sole discretion). Employees should contact the Web design group to obtain the graphic for links to the company's site and to register the site with the company.

Trademarks and copyrights. Do not use the company's or others' trademarks on a social media site, or reproduce the company's or others' material without first obtaining permission.

Avoid statements about the company's future. Because the company is publicly held, writing about projected growth, sales and profits, future products or services, marketing plans, or the stock price may violate Securities and Exchange Commission (SEC) rules or other applicable laws.

Legal. Employees are expected to comply with all applicable laws, including but not limited to, Federal Trade Commission (FTC) guidelines, copyright, trademark, and harassment laws.

Company restrictions. Because the company is publicly held, it may require that employees temporarily confine social media commentary to topics unrelated to the company or that employees temporarily suspend such activity to ensure compliance with the SEC's regulations or other laws. The company may also require employees to delete references to it on a website or Web log and to stop identifying themselves as an employee of the company.

Discipline. Violations of this policy may result in discipline up to and including immediate termination of employment.

Note: Nothing in this policy is meant to, nor should it be interpreted to, in any way limit your rights under any applicable federal, state, or local laws, including your rights under the National Labor Relations Act to engage in protected concerted activities with other employees to improve or discuss terms and conditions of employment, such as wages, working conditions, and benefits.

Bulletin Boards

All required governmental postings are posted on the boards located in the break room. These boards may also contain general announcements.

Employees may submit to Human Resources notices of general interest, such as for-sale notices; recreational-type announcements and/or club functions (e-mail should not be used for the aforementioned); postcards; expressions of gratitude or sympathy; and notices looking for/offering carpools, tickets, roommates, or pets. Human Resources approves, posts, and takes down all notices. All notices posted by employees will be removed after 2 weeks unless otherwise stipulated. The company reserves the right to refuse permission to post or to take down any announcement.

Solicitation

Employees should be able to work in an environment that is free from unnecessary annoyances and interference with their work. In order to protect our employees and visitors, solicitation by employees is strictly prohibited while either the employee being solicited or the employee doing the soliciting is on “working time.” “Working time” is defined as time during which an employee is not at a meal, on break, or on the premises immediately before or after his or her shift.

Employees are also prohibited from distributing written materials, handbills, or any other type of literature on working time and, at all times, in “working areas,” which includes all office areas. “Working areas” do not include break rooms, parking lots, or common areas shared by employees during nonworking time.

Nonemployees may not trespass or solicit or distribute materials anywhere on company property at any time.

Computers, Internet, Email, and Other Resources

The company provides a wide variety of communication tools and resources to employees for use in running day-to-day business activities. Whether it is the telephone, voice mail, fax, scanner, Internet, intranet, e-mail, text messaging, or any other company-provided technology, use should be reserved for business-related matters during working hours. All communication using these tools should be handled in a professional and respectful manner.

Employees should not have any expectation of privacy in their use of company computer, phone, or other communication tools. All communications made using company-provided equipment or services including email and internet activity, are subject to inspection by the company. Employees should keep in mind that even if they delete an email, voicemail or other communication, a copy may be archived on the company’s systems.

Employee use of company-provided communication systems, including personal e-mail and internet use, that are not job-related have the potential to drain, rather than enhance, productivity and system performance. You should also be aware that information transmitted through e-mail and the internet is not completely secure or may contain viruses or malware, and information you transmit and receive could damage the company’s systems as well as the reputation and/or competitiveness of the company. To protect against possible problems, delete any e-mail messages prior to opening that are received from unknown senders and advertisers. It also is against company policy to turn off antivirus protection software or make unauthorized changes to system configurations installed on company computers. Violations of this policy may result in termination for a first offense.

The company encourages employees to use e-mail only to communicate with fellow employees, suppliers, customers, or potential customers regarding company business. Internal and external e-mails are considered business records and may be subject to federal and state recordkeeping requirements as well as to discovery in the event of litigation. Be aware of this possibility when sending e-mails within and outside the company.

All use of company-provided communications systems, including e-mail and internet use, should conform to our company guidelines/policies, including but not limited to the Equal Opportunity, Harassment, Confidential Information, and Conflicts of Interest. So for example, employees should not engage in harassing or discriminatory behavior that targets other employees or individuals because of their protected class status or make defamatory comments. Similarly, employees should not divulge confidential information such as trade secrets, client lists, or information restricted from disclosure by law on social media sites.

Because e-mail, telephone and voice mail, and internet communication equipment are provided for company business purposes and are critical to the company's success, your communications may be accessed without further notice by Information Technology department administrators and company management to ensure compliance with this guideline.

The electronic communication systems are not secure and may allow inadvertent disclosure, accidental transmission to third parties, etc. Sensitive information should not be sent via unsecured electronic means.

Office telephones are for business purposes. While the company recognizes that some personal calls are necessary, these should be kept as brief as possible and to a minimum. Personal use of the company's cell phones, long-distance account, or toll-free numbers is strictly prohibited. Abuse of these privileges is subject to corrective action up to and including termination.

The company reserves the right to monitor customer calls to ensure employees abide by company quality guidelines and provide appropriate levels of customer service. Employees working in sales and customer service will be subject to telephone monitoring and e-mail. Should the subject matter of any telephone conversation become personal while monitoring is taking place, monitoring of the call will immediately be discontinued.

Nothing in this policy is designed to interfere with, restrain, or prevent employee communications regarding wages, hours, or other terms and conditions of employment as protected under the National Labor Relations Act. Employees have the right to engage in or refrain from such activities.

Disciplinary Procedure

The Company expects employees to comply with the Company's standards of behavior and performance and to correct any noncompliance with these standards.

Under normal circumstances, the Company endorses a policy of progressive discipline in which it attempts to provide employees with notice of deficiencies and an opportunity to improve. It does, however, retain the right to administer discipline in any manner it sees fit. This policy does not modify the status of employees as employees-at-will or in any way restrict the Company's right to bypass the disciplinary procedures suggested.

The following steps are suggested in the discipline procedure. All steps should be documented in the employee's personnel file.

Step 1: Informal Discussion. When a performance problem is first identified, the nature of the problem and the action necessary to correct it should be thoroughly discussed with the employee.

Step 2: Counseling. If a private informal discussion with the employee has not resulted in corrective action, following a thorough investigation, the supervisor should meet with the employee and (a) review the problem, (b) permit the employee to present his or her views on the problem, (c) advise the employee that the problem must be corrected, (d) inform the employee that failure to correct the problem will result in further disciplinary action which may include discharge, and (e) issue a counseling notice to the employee.

Step 3: Reprimand. If satisfactory performance and corrective action are not achieved under Steps 1 and 2, the supervisor and his or her superior should meet with the employee in private and proceed via (a) through (d) above, and issue a reprimand notice to the employee.

Step 4: Suspension. Supervisors have the authority to temporarily remove employees from the workplace, with or without pay, if approved in advance by the department director and the director of Human Resources. An exempt employee generally may not be suspended without pay for less than a full day, and the suspension must be related to written workplace conduct rules applicable to all employees, e.g., such as a written policy prohibiting sexual harassment or workplace violence.

Step 5: Failure to improve. Failure to improve performance or behavior after the written warning or suspension can result in termination.

The progressive disciplinary procedures described above also may be applied to an employee who is experiencing a series of unrelated problems involving job performance or behavior.

In cases involving serious misconduct, or any time the supervisor determines it is necessary, such as a major breach of policy or violation of law, the procedures contained above may be disregarded. Typically, the supervisor should suspend the employee immediately (with or without pay) and an investigation of the incidents leading up to the suspension should be conducted to determine if any further action, such as termination, should be taken.

Time Off and Leaves of Absence

Holidays

The company observes and allows time off (with pay for employees who have been employed with the company for at least one year) for the following holidays.:

- New Year's Day

- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Workday directly before or after Christmas (depending on day of the week for Christmas)
- Christmas
- New Years Eve Day

Any additional holidays will be designated by the company at start of each calendar year.

If one of these holidays falls on a Sunday, it will be observed on the following Monday. If the holiday falls on a Saturday, the company will select either the following Monday or the preceding Friday as a substitute holiday. The company reserves the right to pay eligible employees in lieu of time off if the holiday falls on Saturday.

Holiday pay. Full-time regular employees are eligible for holiday pay. Hourly employees become eligible after they have been actively with the company for 1 year. Salaried employees may receive holiday pay immediately upon joining the company, this will be determined on a case by case basis. Part-time and temporary employees, including summer employees, are not eligible for holiday pay.

Holiday pay shall be at the employee's regular straight-time rate, inclusive of shift premiums, times his regularly scheduled hours (not to exceed 8 hours).

A holiday shall be considered as 8 hours worked for the purpose of computing overtime.

To receive holiday pay, an eligible nonexempt employee must be at work or taking an approved absence on the work days immediately preceding and immediately following the day on which the holiday is observed. An approved absence is a day of paid vacation or paid sick leave. If an employee is absent on one or both of these days because of an illness or injury, the company may require verification of the reason for the absence before approving holiday pay.

Religious observances. Employees who need time off to observe religious practices or holidays not already scheduled by the company should speak with their supervisor. Depending upon business needs, the employee may be able to work on a day that is normally observed as a holiday and then take time off for another religious day. Employees may also be able to switch a scheduled day with another employee, or take vacation time, or take off unpaid days. The company will seek to reasonably accommodate individuals' religious observances.

Vacation

Boston Bud Factory recognizes the importance of time off from work to relax, spend time with family, and enjoy leisure activities. The company provides paid vacation time to full-time employees for this purpose and employees are encouraged to take vacation during the year. Part-time employees who are regularly scheduled to work 20 or more hours per week will be eligible for paid vacation on a pro rata schedule.

Full-time employees will accrue paid vacation according to the following schedule (annual totals should be rounded to the nearest whole day):

<u>Service Period</u>	<u>Monthly Vacation Accrual</u>
First Calendar Year	5/6 (.83) Days
Calendar Years 2 – 4	5/6 (.83) Days (up to maximum of 10 days).
Calendar Years 5-14	1 and ¼ (1.25) Days (up to maximum of 15 days)
Calendar Years 15 and over	1 and 2/3 (1.67) Days (up to maximum of 20 days)

Employees may not take paid vacation until they actually have earned or accrued the vacation time. New employees accrue paid vacation at the start of employment but may not take any vacation until they have completed at least 6 months of employment.

Generally, employees should submit vacation plans to their supervisor at least 4 weeks in advance of the requested vacation date. Vacation may be scheduled in increments of 1 full work day up to a maximum of 2 weeks in a row. Managers have the right to designate when some or all of vacations must be taken.

Vacation should be used in the year it is earned. Employees will be permitted to carry-over up to 5 days of accrued vacation to the following calendar year, but the carry-over vacation must be used by March 31 of the following year. Unused vacation will be forfeited.

Employees whose employment terminates will be paid for unused vacation time that has accrued during the calendar year of the termination.

Sick Leave

Boston Bud Factory Employees become eligible for sick days after completing 90 days of employment.

Full-time employees accrue sick days are given 40 hours of sick time per year as mandated by state regulations. Sick time will be prorated for periods of employment of less than one year.

Sick days are not intended to be used as a substitute for vacation days, but sick days may be used if an employee needs to provide care for a family member who is ill. Sick days may also be used if an employee needs time off for scheduled medical procedures.

Employees may carry accrued sick days over from one year to the next. The maximum accrual allowed for full-time employees is [Number of days] days; and for part-time employees [Number of days] days.

If the need for sick leave is foreseeable, employees are required to give at least 30 days' advance notice (e.g., a planned medical treatment) whenever possible. If the need for sick leave is not foreseeable, employees are asked to notify their supervisor as soon as is practical.

If an employee misses [Number of Days] or more consecutive days because of illness, [Company Name] may require the employee to provide a physician's written permission to return to work.

Except as required by state law, unused sick days are forfeited when an employee's employment ends for any reason.

Family and Medical Leave

Boston Bud Factory complies with the federal Family and Medical Leave Act (FMLA), which requires employers to grant unpaid leaves of absence to qualified workers for certain medical and family-related reasons. The company also abides by any state and local leave laws. The more generous of the laws will apply to the employee if the employee is eligible under both federal and state laws.

Please note there are many requirements, qualifications, and exceptions under these laws, and each employee's situation is different. Contact the Human Resources department to discuss options for leave.

The FMLA requires private employers with 50 or more employees and all public agencies, including state, local, and federal employers, and local education agencies (schools), to provide eligible employees up to 12 weeks of unpaid, job-protected leave in any 12-month period for certain family and medical reasons. The 12-month period is a rolling period measured backward from the date an employee uses any FMLA leave, except for leaves to care for a covered servicemember with a serious illness or injury. For those leaves, the leave entitlement is 26 weeks in a single 12-month period, measured forward from the date an employee first takes that type of leave.

Basic Leave Entitlement. The FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons: (1) for incapacity due to pregnancy, prenatal medical care, or child birth; (2) to care for the employee's child after birth or placement for adoption or foster care; (3) to care for the employee's spouse, son or daughter, or parent who has a serious health condition; or (4) for a serious health condition that makes the employee unable to work.

Military Family Leave Entitlements. Eligible employees with a spouse, son, daughter, or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include addressing issues that arise from (1) short notice of deployment (limited to up to seven days of leave); (2) attending certain military events and related activity; (3) arranging childcare and school activities; (4) addressing certain financial and legal arrangements; (5) attending certain counseling sessions; (6) spending time with covered military family members on short-term temporary rest and recuperation leave (limited to up to five days of leave); (7) attending post-deployment reintegration briefings; (8) arranging care for or providing care to a parent who is incapable of self-care; and (9) any additional activities agreed upon by the employer and employee that arise out of the military member's active duty or call to active duty.

The FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A

covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties and for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections During FMLA Leave. During FMLA leave, the Company will maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees will be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms. However, an employee on FMLA leave does not have any greater right to reinstatement or to other benefits and conditions of employment than if the employee had been continuously employed during the FMLA leave period.

Certain highly compensated key employees also may be denied reinstatement when necessary to prevent "substantial and grievous economic injury" to the Company's operations. A "key" employee is an eligible salaried employee who is among the highest paid ten percent of the Company's employees within 75 miles of the worksite. Employees will be notified of their status as a key employee, when applicable, after they request FMLA leave.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Employee Eligibility. The FMLA defines eligible employees as employees who: (1) have worked for the Company for at least 12 months; (2) have worked for the Company for at least 1,250 hours in the previous 12 months; and (3) work at or report to a worksite which has 50 or more employees or is within 75 miles of Company worksites that taken together have a total of 50 or more employees.

Definition of Serious Health Condition. A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job or prevents the qualified family member from participating in school, work, or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave. An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced work schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so

as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies also may be taken on an intermittent or reduced work schedule basis.

Substitution of Paid Leave for Unpaid Leave. Employees may choose or employers may require the use of accrued paid leave while taking FMLA leave. Accordingly, the Company requires employees to use any accrued paid vacation, personal, and sick days during an unpaid FMLA leave taken because of the employee's own serious health condition or the serious health condition of a family member or to care for a seriously ill or injured family member in the military. In addition, the employee must use any accrued paid vacation or personal days (but not sick days) during FMLA leave taken to care for a newborn or newly placed child or for a qualifying exigency arising out of a family member's active duty or call to active duty status in support of a contingency operation. In order to use paid leave for FMLA leave, employees must comply with the Company's normal paid leave procedures found in its Vacation and Sick Leave policies.

Employee Responsibilities. Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days' notice is not possible, the employee must provide notice as soon as practicable and generally must comply with the Company's normal call-in procedures. The Company may delay leave to employees who do not provide proper advance notice of the foreseeable need for leave, absent unusual circumstances preventing the notice.

Employees must provide sufficient information for the Company to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the Company if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also are required to provide a certification and periodic recertification supporting the need for leave. The Company also may require a second, and if necessary, a third opinion (at the Company's expense) and, when the leave is a result of the employee's own serious health condition, a fitness for duty report to return to work. The Company also may delay or deny approval of leave for lack of proper medical certification.

Company Responsibilities. The Company will inform employees requesting leave whether they are eligible under the FMLA. If they are, the notice will specify any additional information required as well as the employees' rights and responsibilities. If employees are not eligible, the Company will provide a reason for the ineligibility.

The Company will inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's FMLA leave entitlement. If the Company determines that the leave is not FMLA-protected, the Company will notify the employee.

Other Provisions. Under an exception to the Fair Labor Standards Act (FLSA) in the FMLA regulations, hourly amounts may be deducted for unpaid leave from the salary of executive, administrative, and professional employees; outside sales representatives; certain highly-skilled computer professionals; and certain highly compensated employees who are exempt from the minimum wage and overtime requirements of the FLSA, without affecting the employee's exempt status. This special exception to the "salary basis" requirements for the FLSA's exemptions extends only to eligible employees' use of FMLA leave.

Employees may not perform work for self-employment or for any other employer during an approved leave of absence, except when the leave is for military or public service or when the Company has approved the employment under its Outside Employment policy and the employee's reason for FMLA leave does not preclude the outside employment.

Unlawful Acts by Employers. The FMLA makes it unlawful for any employer (1) to interfere with, restrain, or deny the exercise of any right provided under the FMLA; or (2) to discharge or discriminate against any person for opposing any practice made unlawful by the FMLA or for involvement in any proceeding under or relating to the FMLA.

Enforcement. An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Military Leave

Boston Bud Factory supports the military obligations of all employees and grants leaves for uniformed service in accordance with applicable federal and state laws. Any employee who needs time off for uniformed service should immediately notify the Human Resources department and his or her supervisor, who will provide details regarding the leave. If an employee is unable to provide notice before leaving for uniformed service, a family member should notify the supervisor as soon as possible.

Upon return from military leave, employees will be granted the same seniority, pay, and benefits as if they had worked continuously. Failure to report for work within the prescribed time after completion of military service will be considered a voluntary termination.

All employees who enter military service may accumulate a total absence of 5 years and still retain employment rights.

Bereavement Leave

Employees with more than 3 months' service may take up to 3 days of paid bereavement leave upon the death of a member of their immediate family. "Immediate family members" are defined as an employee's spouse, domestic partner, parents, stepparents, siblings, children, stepchildren, grandparent, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-

law, daughter-in-law, or grandchild. All regular, full-time employees may take up to one (1) day off with pay to attend the funeral of an extended family member (aunts, uncles, and cousins).

The company may require verification of the need for the leave. The employee's supervisor and Human Resources will consider this time off on a case-by-case basis.

Payment for bereavement leave is computed at the regular hourly rate to a maximum of 8 hours for 1 day. Time off granted in accordance with this policy shall not be credited as time worked for the purpose of computing overtime.

Jury Duty/Court Appearance

The company supports employees in their civic duty to serve on a jury. Employees must present any summons to jury duty to their supervisor as soon as possible after receiving the notice to allow advance planning for an employee's absence.

Nonexempt employees will be paid for up to 2 weeks of jury duty service at their regular rate of pay minus any compensation received from the court for the period of service. Exempt employees are subject to the same 2-week limitation except that they will also receive pay for any days they serve as a juror or witness in a workweek in which they actually perform work. All employees may use any accrued time off if required to serve more than 2 weeks on a jury.

If an employee is released from jury duty after 4 hours or less of service, he or she must report to work for the remainder of that work day.

Time for appearance in court for personal business will be the individual employee's responsibility. Normally, personal days or vacation days will be used for this purpose.

Time Off for Voting

Boston Bud Factory recognizes that voting is a right and privilege of being a citizen of the United States and encourages employees to exercise their right to vote. In almost all cases, you will have sufficient time outside working hours to vote. If for any reason you think this won't be the case, contact your supervisor to discuss scheduling accommodations.

Boston Bud Factory recognizes the value of benefits to employees and their families. As the company matures the employee benefits program will be expanded. Initially, there will be no benefits offered to employees. Boston Bud Factory will work diligently to add health insurance and other benefits for their employees.

Workers' Compensation

Workers' compensation is a "no-fault" system that provides compensation for medical expenses and wage losses to employees who are injured or who become ill because of employment.

Boston Bud Factory pays the entire cost of workers' compensation insurance. The insurance provides coverage for related medical and rehabilitation expenses and a portion of lost wages to employees who sustain an injury on the job.

The company abides by all applicable state workers' compensation laws and regulations.

If an employee sustains a job-related injury or illness, it is important to notify the supervisor and Human Resources immediately. The supervisor will complete an injury report with input from the employee and return the form to the Human Resources department. Human Resources will file the claim with the insurance company. In cases of true medical emergencies, report to the nearest emergency room.

Workers' compensation benefits (paid or unpaid) will run concurrently with FMLA leave, if applicable, where permitted by state and federal law. In addition, employees will not be paid vacation or sick leave for approved absences covered by the company's workers' compensation program, except to supplement the workers' compensation benefits such as when the plan only covers a portion of the employee's salary as allowed by state law.

EMPLOYEE HANDBOOK ACKNOWLEDGMENT AND RECEIPT

I hereby acknowledge receipt of the employee handbook of Boston Bud Factory I understand and agree that it is my responsibility to read and comply with the policies in the handbook.

I understand that the handbook and all other written and oral materials provided to me are intended for informational purposes only. Neither it, company practices, nor other communications create an employment contract or term. I understand that the policies and benefits, both in the handbook and those communicated to me in any other fashion, are subject to interpretation, review, removal, and change by management at any time without notice.

I further understand that I am an at-will employee and that neither this document nor any other communication shall bind the company to employ me now or hereafter and that my employment may be terminated by me or the company without reason at any time. I understand that no representative of the company has any authority to enter into any agreement for employment for any specified period of time or to assure any other personnel action or to assure any benefits or terms or conditions of employment, or make any agreement contrary to the foregoing.

I also understand and agree that this agreement may not be modified orally and that only the president of the company may make a commitment for employment. I also understand that if such an agreement is made, it must be in writing and signed by the president of the company.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Receipt of Harassment Policy

I have read and I understand the Company's Harassment Policy.

Employee's Name in Print

Signature of Employee

Date Signed by Employee

TO BE PLACED IN EMPLOYEE'S PERSONNEL FILE

Diversity Plan

Boston Bud Factory is committed to diversity and as such has prepared a plan to ensure that the company maintains a diverse workplace. As a locally owned company the entire premise and company mission statement is to ensure that this new emerging impact improves the quality of life of those living the communities where shops are located.

Boston Bud Factory will maintain compliance with all requirements as set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Boston Bud Factory has partnered with Nueva Esperanza in Holyoke Massachusetts to do job fairs which will target not only candidates from Holyoke but also candidates that have previous drug convictions as long as those convictions did not include the sale of controlled substances to minors. Boston Bud Factory will also work with the Holyoke Chamber of Commerce and Holyoke Community College to attract local employment candidates. Minority applicants will be encouraged to apply and applications will be available in English and Spanish. Applications will also be available on site at Nueva Esperanza for people who may not have access to computers.

Boston Bud Factory will issue an annual report noting its compliance to the diversity plan goals which are as follows:

- Maintain a diverse workplace
 - Hire at least 30% of each location's employees from the immediate community
 - Target hiring minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.
 - Target candidates from areas of disproportionate impact
 - Give priority to retired law enforcement for security positions
 - Goal #1 is to have 30% - 60% of all company employees be Minority or from areas of disproportionate impact. Success for this goal will be determined by the annual report Charlotte Cathro LLC will provide showing diversity of all employees and the results of the goals for the Diversity Plan.
- Utilize Woman and Minority Owned businesses as suppliers wherever possible. Boston Bud Factory will prioritize local and minority/woman owned businesses for any product supply requirements whenever possible. As part of the annual report we will also report how many equity licenses exist in the state and how many Boston Bud Factory utilizes as

Diversity Plan

suppliers. The goal will be to have 5% - 25% of all purchased products sourced from Minority and Woman owned businesses.

- Publish an annual company report on how the company performed against its diversity goals and update goals to ensure continued progress. The report will be done by a third party to ensure impartiality, Charlotte Cathro LLC will compile a report annually on diversity and positive impact. The annual report will be published on the Boston Bud Factory website as well as made available for the Cannabis Control Commission. Success for each goal will be measured based on the percentage of the goal that was met, target score will be 75% to 125% of specified goals. If at any time the goals are not met an immediate action plan will be required to ensure that scores are immediately improved to within the acceptable range.

Diversity Plan

Boston Bud Factory is committed to diversity and as such has prepared a plan to ensure that the company maintains a diverse workplace. As a locally owned company the entire premise and company mission statement is to ensure that this new emerging impact improves the quality of life of those living the communities where shops are located.

Boston Bud Factory will maintain compliance with all requirements as set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Boston Bud Factory has partnered with Nueva Esperanza in Holyoke Massachusetts, and The Leary Center in Springfield Massachusetts, to do job fairs which will target not only candidates from Holyoke but also candidates that are from areas of disproportionate impact as defined by 935 CMR 500.040 and 935 CMR 500.100. Minority applicants will be encouraged to apply and applications will be available in English and Spanish. Applications will also be kept on site at both Nueva Esperanza and The Leary Resource Center for people who may not have access to computers. Boston Bud Factory will issue an annual report noting its compliance to the diversity plan goals which are as follows:

- Maintain a diverse workplace
 - Target 25% - 50% minority/woman employees
 - Target hiring minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.
 - Hold employment fairs in areas with high minority populations
- Utilize Woman and Minority Owned businesses as suppliers wherever possible. Boston Bud Factory will prioritize local and minority/woman owned businesses for any product supply requirements whenever possible. As part of the annual report we will also report how many equity licenses exist in the state and how many Boston Bud Factory utilizes as suppliers. The goal will be to have 5% - 20% of all purchased products sourced from Minority and Woman owned businesses and/or small local businesses.

Boston Bud Factory hopes to have its Holyoke retail store open by summer of 2019 so the first report on diversity will be compiled at the end of 2019. The first-year goals are as follows:

- 1) Have a diverse workplace including at least 25% of employees classifying as minority, woman, veteran, people with disabilities, and members of the LGBT community.
- 2) Have at least 5% of all products purchased sourced from Minority/Woman or small locally owned businesses.

Diversity Plan

Yearly goals will increase incrementally based on yearly performance until the 5-year goals are met or exceeded:

- 1) Have a diverse workplace including at least 50% of employees classifying as minority, woman, veteran, people with disabilities, and members of the LGBT community.
- 2) Have at least 20% of all products purchased sourced from Minority/Woman or small locally owned businesses.

Publish an annual company report on how the company performed against its diversity goals and update goals to ensure continued progress. The report will be done by a third party to ensure impartiality, Charlotte Cathro LLC will compile a report annually on diversity and positive impact. The annual report will be published on the Boston Bud Factory website as well as made available for the Cannabis Control Commission. Success for each goal will be measured based on the percentage of the goal that was met. If at any time the goals are not met an immediate action plan will be required to ensure that score are immediately improved to within the acceptable range within 90 days.

- All organizations listed have been contacted and letters from each are included stating that they are aware of our intent to donate and willing to accept any such donation.
- Boston Bud Factory will maintain compliance with all requirements as set forth in 935 CMR 500.105(4), which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.