



Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281755
Original Issued Date: 09/03/2020
Issued Date: 09/03/2020
Expiration Date: 09/03/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Buddies Ice Cream, Inc.

Phone Number: 347-310-3679

Email Address: ruddyefrainsantana@gmail.com

Business Address 1: 63 JACKSON ST

Business Address 2:

Business City: HOLYOKE

Business State: MA

Business Zip Code: 01040

Mailing Address 1: 63 JACKSON ST, c/o DIAMOND LIGHT, INC.

Mailing Address 2:

Mailing City: HOLYOKE

Mailing State: MA

Mailing Zip Code: 01040

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control:

100

Role: Other (specify)

Other Role: Owner and Sole Authority

First Name: RUDDY

Last Name: SANTANA Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: Dominican

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor

Establishment Activities: Both Cultivating and Manufacturing

Establishment Address 1: 63 Jackson St,

Establishment Address 2:

Establishment City: Holyoke

Establishment Zip Code: 01040

Approximate square footage of the Establishment: 10000 How many abutters does this property have?: 5

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA.jpeg	jpeg	5e6a92548b5ea5469520f7ec	03/12/2020
Community Outreach Meeting Documentation	COMM1.jpeg	jpeg	5e6a928249038b46abf1e8ba	03/12/2020
Community Outreach Meeting Documentation	COMM2.jpeg	jpeg	5e6a92924a895743f3a6c70f	03/12/2020
Community Outreach Meeting Documentation	NEWSPAPER NOTICE - Attachment A.pdf	pdf	5e6a93af4a895743f3a6c719	03/12/2020
Community Outreach Meeting Documentation	COMMUNITY OUTREACH NOTICE - Attachment B.pdf	pdf	5e6a93d149038b46abf1e8c0	03/12/2020
Community Outreach Meeting Documentation	COMMUNITY OUTREACH NOTICE - Attachment C.pdf	pdf	5e6a93df4a895743f3a6c71d	03/12/2020
Community Outreach Meeting	ATTACHMENT B.jpeg	jpeg	5e6a9417b56dea46718f3c16	03/12/2020

Documentation					
Community Outreach Meeting Documentation	ATTACHMENT C.jpeg	jpeg	5e6a94225a27c34431d1a29b	03/12/2020	
Plan to Remain Compliant with Local Zoning	PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.RF11.pdf	pdf	5eb09383f16b5934c5919a01	05/04/2020	

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan.rfi2.pdf	pdf	5ed719d69fa3a43e567b0bde	06/02/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other (specify) Other Role: Owner and Sole Authority

First Name: RUDDY Last Name: SANTANA Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Buddies AOI Receipt.pdf	pdf	5e174be40557385733b43c0c	01/09/2020
Department of Revenue - Certificate of Good standing	taxCert.pdf	pdf	5e63a604b56dea46718f2afc	03/07/2020
Secretary of Commonwealth - Certificate of Good Standing	Certificate.pdf	pdf	5e8fb8a7482e703583b7ca2a	04/09/2020
Articles of Organization	AOI & Changes.pdf	pdf	5eb09bd10f6f0d34840b2452	05/04/2020
Secretary of Commonwealth - Certificate of Good Standing	DUA Unemployment certificate of good standing.pdf	pdf	5eb48caf0e32c52d2bdd0d87	05/07/2020
Bylaws	Bylaws1.pdf	pdf	5ed44196070c4b3e399ea286	05/31/2020
Articles of Organization	REQUIRED BUSINESS DOCUMENTATION.pdf	pdf	5ed715082f29a23e61da2c6a	06/02/2020

No documents uploaded

Massachusetts Business Identification Number: 001328504

Doing-Business-As Name: Holyoke Leaf

DBA Registration City: Holyoke

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	HOLYOKE LEAF-TL.pdf	pdf	5e6c5cd7961ad539052b9e51	03/14/2020
Business Plan	HOLYOKE-final-Business-Plan..pdf	pdf	5e881e969a385038d9d8aaac	04/04/2020
Plan for Liability Insurance	General Liability Proposal.pdf	pdf	5ed05b789fa3a43e567afc7f	05/28/2020
Plan for Liability Insurance	Product Liability Proposal.pdf	pdf	5ed05ba8c3c6c94ac5afd821	05/28/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Sample of unique identifying marks for branding	OPERATING POLICIES AND PROCEDURES - UNIQUE MARK.pdf	pdf	5e175617b7ff09534ba02f92	01/09/2020
Dispensing procedures	OPERATING POLICIES AND PROCEDURES - Dispensing.pdf	pdf	5e175ac10aa7ba5339f6ec4d	01/09/2020
Policies and procedures for cultivating	OPERATING POLICIES AND PROCEDURES - CULTIVATION.pdf	pdf	5e49421302a6e7045352d53e	02/16/2020
Inventory procedures	OPERATING POLICIES AND PROCEDURES - Inventory.pdf	pdf	5e494225fe55e40432f7100d	02/16/2020
Maintaining of financial records	OPERATING POLICIES AND PROCEDURES - Maintaining of Financial Records.pdf	pdf	5e49423f7b9883042b372a0c	02/16/2020
Prevention of diversion	OPERATING POLICIES AND PROCEDURES - Plan to prevent diversion & loss.pdf	pdf	5e49426e4dd5bb0494107000	02/16/2020
Qualifications and training	OPERATING POLICIES AND PROCEDURES - QUALIFICATIONS & TRAINING.pdf	pdf	5e4942ad02a6e7045352d542	02/16/2020
Storage of marijuana	OPERATING POLICIES AND PROCEDURES - Storage of Marijuana.pdf	pdf	5e4942fb4dd5bb0494107004	02/16/2020
Transportation of marijuana	OPERATING POLICIES AND PROCEDURES - Transportation.pdf	pdf	5e49431064339304b08ffd75	02/16/2020
Security plan	HOLYOKE LEAF-security plan. RF11.pdf	pdf	5eb493b10f6f0d34840b2baa	05/07/2020
Production methods	OPERATING POLICIES AND PROCEDURES - PRODUCTION METHODS.RF11.pdf	pdf	5eb952d25c6c422d41afb1c7	05/11/2020
Production methods	SAFETY PLAN.rfi1.pdf	pdf	5ed078f0f9d5584a8e096540	05/28/2020
Record Keeping procedures	RCORDS KEEPING.rfi1.pdf	pdf	5ed0829c7204843e4b992584	05/28/2020
Quality control and testing	OPERATING POLICIES AND PROCEDURES - Quality Control and Testing.rfi1.pdf	pdf	5ed08e292f29a23e61da1e1f	05/29/2020
Restricting Access to age 21 and older	Plan to Restrict Access.rfi2.pdf	pdf	5ed71cdc5ae04f4a99ac2137	06/02/2020
Personnel policies including background checks	OPERATING POLICIES AND PROCEDURES - Personnel Policies.pdf	pdf	5ed721ceabfe144aa46add43	06/03/2020

Diversity plan	Diversity Plan.rfi2.pdf	pdf	5ed725397204843e4b9933b6	06/03/2020
Types of products	TYPES OF PRODUCTS.pdf	pdf	5ed72e8b037b113e6c637a47	06/03/2020

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 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, RUDDY E. SANTANA, certify as an authorized representative of BUDDIES ICE CREAM, INC DBA HOLYOKE LEAF, INC that the applicant has executed a host community agreement with THE CITY OF HOLYOKE pursuant to G.L.c. 94G § 3(d) on 11/22/20 BB. 11/14/20



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 01-15-20 (*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, Ruddy Santana, (insert name) attest as an authorized representative of Buddies Ice Cream/Holyoke (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 1/2/2020 (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 12/16-22/2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on Dec/11/2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on Dec/11/2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

NEWSPAPER NOTICE:

Notice is hereby given by Buddies Ice Cream, Inc. DBA ("Holyoke Leaf, Inc.") that a Community Outreach Meeting for a proposed Cultivation & Product Manufacturing Marijuana Establishment is scheduled for Jan. 2, 2020 at 2:30pm at the Holyoke Public Library, 250 Chestnut St, Holyoke, MA 01040. The proposed location is 63 Jackson St, Holyoke, MA 01040. There will be an opportunity for the public to ask questions.
(December 14, 2019)

Massachusetts: City Of Holyoke: Community Outreach Meeting: Cannabis Cultivation Establishment

- Thursday, January 2, 2020

- 2:30 PM 3:30 PM

Notice is hereby given by Buddies Ice Cream, Inc. DBA ("Holyoke Leaf, Inc.") that a Community Outreach Meeting for a proposed Cultivation & Product Manufacturing Marijuana Establishment is scheduled for January 2, 2020 at 2:30pm at the Holyoke Public Library, 250 Chestnut Street, Holyoke, MA 01040. The proposed Cultivation Marijuana Establishment is anticipated to be located at 63 Jackson St, Holyoke, MA 01040. There will be an opportunity for the public to ask questions. The meeting will cover, at minimum, the following topics: The proposed location and the type of the Marijuana Establishment;

Massachusetts: City Of Holyoke: Community Outreach Meeting: Cannabis Cultivation Establishment

- Thursday, January 2, 2020

- 2:30 PM 3:30 PM

Notice is hereby given by Buddies Ice Cream, Inc. DBA ("Holyoke Leaf, Inc.") that a Community Outreach Meeting for a proposed Cultivation & Product Manufacturing Marijuana Establishment is scheduled for January 2, 2020 at 2:30pm at the Holyoke Public Library, 250 Chestnut Street, Holyoke, MA 01040. The proposed Cultivation Marijuana Establishment is anticipated to be located at 63 Jackson St, Holyoke, MA 01040. There will be an opportunity for the public to ask questions. The meeting will cover, at minimum, the following topics: The proposed location and the type of the Marijuana Establishment;

Attachment B

U.S. POSTAGE PAID

NEW YORK, NY

10025
DEC 19 19

AMOUNT
\$1.45

R2303S102615-18

UNITED STATES
POSTAL SERVICE

Certificate of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing.

This is for:

From: Holyoke Leaf, Inc.

63 Jackson St.

Holyoke, MA 01040

To: John Dy Jach / Assistant Dir.
Economic Development Dept / City of Holyoke
20 Korean Veterans Plaza, Suite 406
Holyoke, MA 01040

PS Form 3817, April 2007 PSN 7530-02-000-9065

Attachment

E



U.S. POSTAGE PAID
FCM LETTER
NEW YORK, NY
10025
DEC 11 19
AMOUNT
\$1.45
R2304n118024-25



Certificate of M
This Certificate of Mailing provides evidence that mail has been presented to USPS®.
This form may be used for domestic and international mail.

From:

Holyoke Leaf, Inc.
63 Jackson St.
Holyoke, MA 01040

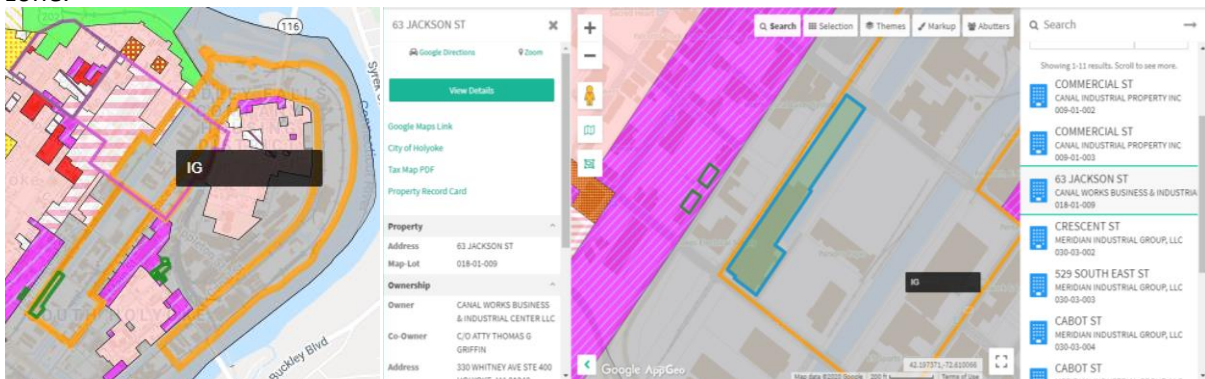
To:
PIONEER VALLEY RR
170 LOCKHOUSE ROAD # 7
WESTFIELD, MA 01085

PS Form 3817, April 2007 PSN 7530-02-000-9065

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

City of Holyoke

1. Subject to the provisions of the Holyoke Zoning Ordinance, Massachusetts General Laws Chapter 40A, 105 CMR 725.000 and Chapter 94G, marijuana establishments will be permitted to do business within the City of Holyoke that meet state regulations as established by the MA Department of Public Health and Cannabis Control Commission.
2. As per Zoning Ordinance, any and all marijuana establishments may only be allowed in the IG zone by special permit of the City Council.
3. Buddies Ice Cream, Inc. DBA Holyoke Leaf, is operating at 63 Jackson Street, a location within the IG zone.



1. Area inside the orange line is zoned as IG
 2. 63 Jackson (outlined in green) is inside the IG zone. (upper left hand corner)
4. A special permit shall be valid only for the registered entity to which the approval was issued and only for the site on which the marijuana establishment has been authorized.
 - a. A special permit shall be non-transferable and shall have a term limited to the applicant's ownership or control of the premises as a marijuana establishment.
 - b. Permitted marijuana establishments shall file an annual report to the City Clerk's Office no later than January 31st, providing a copy of all current applicable state licenses for the establishment and/or its owners and demonstrating continued compliance with the conditions of the special permit.
 - c. A special permit shall lapse if the applicant ceases operation for a period of 180 days of the marijuana establishment and/or if the applicants' registration by Department of Public Health or licensure by the Cannabis Control Commission has been revoked, expires, is terminated, is transferred to another controlling entity or is relocated to a new site.
 - d. The applicant shall notify the Zoning Enforcement Officer and City Clerk in writing within 48 hours of such lapse, cessation, discontinuance or expiration.

- e. A marijuana establishment shall be required to remove all material, plants, equipment and other paraphernalia upon registration or licensure revocation, expiration, termination, transfer to another controlling entity or relocation to a new site and any other cessation of operation as regulated by the Department of Public Health or the Cannabis Control Commission. Such removal will be in compliance with 105 CMR 725.105 (J), (O) and regulations from the CCC.
5. An application for a special permit shall include the following:
- a. The name and address of each owner of the marijuana establishment.
 - b. Copies of all required registrations, licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the establishment.
 - c. Evidence that the Applicant has site control and right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.
 - d. A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.
 - e. A description of all activities to occur on site, including but not limited to: cultivating and processing of marijuana and marijuana infused products (MIPs), on-site sales, delivery of marijuana and related products to off-site facilities, offsite direct delivery to patients, distribution of educational materials, and other programs or activities.
 - f. A written notice from the Chief of Police shall be submitted to the City Clerk stating that an acceptable Security Plan has been reviewed and approved. The Security Plan shall include the location and details of all security measures for the site, including but not limited to lighting, fencing, gates, waste disposal, alarms and similar measures ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.
 - g. Details of all proposed exterior security measures for the marijuana establishment.
 - h. A Development Impact Statement containing all the information required under Section 10.1.6 (1) of the Zoning Ordinance.
 - i. A Traffic Impact Statement containing all of the information required under Section 10.1.6 (2) of the Zoning Ordinance.
 - j. A special permit fee in the amount of \$500.00.
6. The special permit application shall include a Site Plan prepared by a Massachusetts registered Architect, Landscape Architect, Professional Engineer or other appropriate design professional. The site plan shall include the following components and information:
- a. Locus Plan. A locus plan showing the entire proposed development and its relation to existing areas, buildings and roads for a distance of 300 feet from the boundaries of the proposed development or such other distance as may be approved or required by the City Council. The plan shall also show all contiguous land owned by the applicant or by the owner of the property which is the subject of the application.
 - b. Improvements Plan. A plan depicting all existing and proposed buildings, driveways or roads, parking areas, service areas, refuse collection areas, sidewalks, paths, landscaping etc.

- c. Building Plan. A detailed floor plan showing square footage for each use within the marijuana establishment.
 - d. Details. Detail sheets including, but not limited to, pavement markings, lighting fixtures, fencing, dumpster enclosures, signage (temporary and permanent), and any site improvements included in plans (a) – (c) above.
- 7. Upon receipt of application, the City Clerk shall forward a copy for review and comment to Building Department, Fire Department, Police Department, Engineering Department, Water Department, Board of Health, Planning Board and the Stormwater Authority and Conservation Commission if applicable. The Departments shall review the application and provide comments back to the City Council within twenty-one (21) calendar days. City Council shall, if needed, confer with the Public Safety Committee for review and comment.



OPERATING PLAN AND PROCEDURES

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Elements of plan to positively impact residents of the City of Holyoke, an area of disproportionate impact as defined by M.G.L. c. 94G, 4, 935 CMR 500.040 and 935 CMR 500.101(1)(a)(11); 935 CMR 500.101(2)(b)(10)

POSITIVE IMPACT PLAN GOALS

1. We shall hire 50% of our staff that are Holyoke City residents who have past drug convictions.

POSITIVE IMPACT PLAN PROGRAMS

1. We shall post monthly advertisements in the local newspaper, The Republican, stating that our microbusiness establishment is specifically looking for Massachusetts residents who have past drug convictions for employment.

POSITIVE IMPACT PLAN MEASUREMENT AND ACCOUNTABILITY

1. On an annual basis, we shall count the number of individuals hired who have past drug convictions. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal.
2. We shall show progress or success of our plan annually, upon renewal of provisional licensure, and each year thereafter.

AFFIRMATIONS

1. Our Company will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
2. Our Company will not take any actions, or institute programs that will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Corporations Division

Payment Confirmation

Date: 5/19/2018

Confirmation date/time:	5/19/2018 12:59:37 PM
Confirmation number:	041292
Invoice number:	10300130108108804196557
Payment ID number:	6055327
Transaction ID number:	10810880
Transaction category:	Domestic Benefit Corporation
Transaction type:	Articles of Organization
Entity name:	BUDDIES ICE CREAM INC.

Filing fee:	\$250.00
Expedited service fee:	\$15.00
Total fee:	\$265.00

Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.

If you have any questions about your request, contact our office:

- phone: [617-727-9640](tel:617-727-9640)
- email: corpinfo@sec.state.ma.us



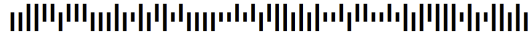
Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L0115323968
Notice Date: February 27, 2020
Case ID: 0-000-717-370



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BUDDIES ICE CREAM
63 JACKSON ST
HOLYOKE MA 01040-5512

Why did I receive this notice?

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

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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: April 08, 2020

To Whom It May Concern :

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

BUDDIES ICE CREAM INC.

is a domestic corporation organized on **May 28, 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: 20040130240

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

Processed by: tad



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

[Scroll File Instructions](#)

Articles of Organization

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

Identification Number: 001328504

ARTICLE I

The exact name of the corporation is:

BUDDIES ICE CREAM INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities (include a clear reference that it is a benefit corporation):

THE SPECIFIC PUBLIC PURPOSE OF THE CORPORATION IS TO PRODUCE PUBLIC BENEFITS TO CREATE A POSITIVE EFFECT ON COMMUNITIES INCLUDING, BUT NOT LIMITED TO, EFFECTS OF A CULTURAL, ECONOMIC, OR EDUCATIONAL NATURE; AND TO MANUFACTURE FOOD AND BEVERAGES.

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.

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CHP	\$0.00000	500	\$0.00	0

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

ARTICLE VI

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

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

ARTICLE VII

The effective date of organization 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.

Later Effective Date: Time:

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: RUDDY SANTANA
No. and Street: 903 DWIGHT ST.
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, benefit director, president, treasurer and secretary of the corporation:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	ERIK PIMENTEL	903 DWIGHT ST. HOLYOKE, MA 01040 USA
TREASURER	RUDDY E. SANTANA	903 DWIGHT ST. HOLYOKE, MA 01040 USA
SECRETARY	JASON JOSEPH	125 W. 109 NEW YORK, NY 10025 USA
BENEFIT DIRECTOR	MARIANELA MARTINEZ	125 WEST 105 NEW YORK, NY 10025 USA
VICE PRESIDENT	GABBY MASULLO	125 W. 109 NEW YORK, NY 10025 USA
DIRECTOR	JASON JOSEPH	125 W. 109 NEW YORK, NY 10025 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

MANUFACTURING OF FOOD AND BEVERAGES


f. The street address (post office boxes are not acceptable) of the principal office of the corporation:

No. and Street: 903 DWIGHT ST.
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):

No. and Street: 903 DWIGHT ST.
City or Town: HOLYOKE State: MA Zip: 01040 Country: USA
which is
☒ its principal office ☐ an office of its transfer agent
☐ an office of its secretary/assistant secretary ☐ its registered office

SIGNED UNDER THE PENALTIES OF PERJURY, this 28 Day of May, 2018,
RUDDY SANTANA , Signature of Applicant.

	<p>The Commonwealth of Massachusetts William Francis Galvin</p> <p>Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640</p>	<p>No Fee</p>																					
<p>Statement of Change of Supplemental Information (General Laws, Chapter 156D, Section 2.62 AND Section 8.45; 950 CMR 113.17)</p>																							
<p>1. Exact name of the corporation: <u>BUDDIES ICE CREAM INC.</u></p>																							
<p>2. Current registered office address: Name: <u>RUDDY SANTANA</u> No. and Street: <u>903 DWIGHT ST.</u> City or Town: <u>HOLYOKE</u> State: <u>MA</u> Zip: <u>01040</u> Country: <u>USA</u></p>																							
<p>3. The following supplemental information has changed:</p>																							
<p><u> </u> Names and street addresses of the directors, benefit director, president, treasurer, secretary</p>																							
<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Title</th> <th style="text-align: center;">Individual Name <small>First, Middle, Last, Suffix</small></th> <th style="text-align: center;">Address (no PO Box) <small>Address, City or Town, State, Zip Code</small></th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">PRESIDENT</td> <td style="text-align: center;">RUDDY E. SANTANA</td> <td></td> </tr> <tr> <td style="text-align: center;">TREASURER</td> <td style="text-align: center;">EDWARD CORREA</td> <td></td> </tr> <tr> <td style="text-align: center;">SECRETARY</td> <td style="text-align: center;">MARIANELA MARTINEZ</td> <td></td> </tr> <tr> <td style="text-align: center;">CEO</td> <td style="text-align: center;">RUDDY E. SANTANA</td> <td></td> </tr> <tr> <td style="text-align: center;">BENEFIT DIRECTOR</td> <td style="text-align: center;">RUDDY E. SANTANA</td> <td></td> </tr> <tr> <td style="text-align: center;">DIRECTOR</td> <td style="text-align: center;">EDWARD CORREA</td> <td></td> </tr> </tbody> </table>	Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>	PRESIDENT	RUDDY E. SANTANA		TREASURER	EDWARD CORREA		SECRETARY	MARIANELA MARTINEZ		CEO	RUDDY E. SANTANA		BENEFIT DIRECTOR	RUDDY E. SANTANA		DIRECTOR	EDWARD CORREA			
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<p><u> </u> Fiscal year end: December</p>																							
<p><u> </u> Type of business in which the corporation intends to engage: <u>CANNABIS BUSINESS</u></p>																							
<p><input checked="" type="checkbox"/> Principal office address:</p> <p>No. and Street: <u>63 JACKSON ST.</u> City or Town: <u>HOLYOKE</u> State: <u>MA</u> Zip: <u>01040</u> Country: <u>USA</u></p>																							
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



205011871

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Buddies Ice Cream
63 JACKSON ST STE 101 ... 106
HOLYOKE, MA 01040-5648

EAN: 22159293
May 07, 2020

Certificate Id:37838

The Department of Unemployment Assistance certifies that as of 5/7/2020 ,Buddies Ice Cream is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

CORPORATE BYLAWS OF
BUDDIES ICE CREAM INC., DBA HOLYOKE LEAF INC.,
INCORPORATED IN THE STATE OF MASSACHUSETTS

ARTICLE I – CORPORATE AUTHORITY

Section 1. *Incorporation:* BUDDIES ICE CREAM, INC DBA HOLYOKE LEAF, INC, (the “Corporation”) is a duly organized corporation authorized to do business in the State of Massachusetts by the filing of Articles of Organization on May 19, 2018.

Section 2. *State law:* The Corporation is organized under The Massachusetts Business Corporations Act G.L. C156D (hereinafter referred to as the “Statutes”) and except as otherwise provided herein, the Statutes shall apply to the governance of the Corporation

ARTICLE II - OFFICES

Section 1. *Registered Office and Registered Agent:* The registered office of the Corporation in the State of Massachusetts, shall be 63 JACKSON ST. HOLYOKE, MA. The registered agent of the Corporation shall be RUDDY SANTANA.

Section 2. *Other Offices:* The Corporation may also have offices at such other places, both within and without the State of Massachusetts, as the Board of Directors may from time to time determine or the business of the Corporation may require.

ARTICLE III – MEETINGS OF SHAREHOLDERS

Section 1. *Place of Meetings:* Meetings of shareholders shall be held at the principal office of the Corporation or at such place as may be determined from time to time by the Board of Directors of the Corporation.

Section 2. *Annual Meetings:* Each year, the Corporation shall hold an annual meeting of shareholders on such date and at such time as shall be determined from time to time by the Board of Directors, at which meeting shareholders shall elect a Board of Directors and transact any other business as may properly be brought before the meeting.

Section 3. *Notice of Meetings:* Whenever shareholders are required to take any action at a meeting, a written notice of the meeting shall be provided to each shareholder of record entitled to vote at or entitled to notice of the meeting, which shall state the place, date, and hour of the meeting, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. Unless otherwise provided by law, written notice of any meeting shall be given not less than ten nor more than sixty days before the date of the meeting to each shareholder entitled to vote at such meeting.

Section 4. *Quorum at Meetings:* Shareholders may take action on a matter at a meeting only if a quorum exists with respect to that matter. Except as otherwise provided by law, a majority of the outstanding shares of the Corporation entitled to vote, represented in person or by proxy, shall constitute a quorum at a meeting of shareholders. Once a share is represented for an purpose at a meeting (other than solely to object to the holding of the meeting), it is deemed present for quorum purposes for the remainder of the meeting and the shareholders present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of sufficient shareholders to leave less than a quorum. The holders of a majority of the outstanding shares represented at a meeting, whether or not a quorum is present, may adjourn the meeting from time to time.

Section 5. *Proxies:* Each shareholder entitled to vote at a meeting of shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to vote for him or her by proxy, but no such proxy shall be voted or acted upon after one year from its date, unless the proxy provides for a longer period. A duly executed proxy shall be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. Except as otherwise provided herein or by law, every proxy is revocable at the pleasure of the shareholder executing it by communicating such revocation, in writing, to the Secretary of the Corporation.

Section 6. *Voting at Meetings:* If a quorum exists, action on a matter (other than the election of directors) is approved if the votes cast favoring the action exceed the votes cast opposing the action. Directors shall be elected by a plurality of the votes cast by the shares entitled to vote in the election (provided a quorum exists). Unless otherwise provided by law or in the Corporation's Articles of Incorporation, and subject to other provisions of these Bylaws, each shareholder shall be entitled to one vote on each matter, in person or by proxy, for each share of the Corporation's capital stock that has voting power and that is held by such shareholder. Voting need not be by written ballot.

Section 7. *List of Shareholders:* The officer of the Corporation who has charge of the stock ledger of the Corporation shall prepare and make, at least ten days

before any meeting of shareholders, a complete list of the shareholders entitled to vote at the meeting, arranged alphabetically, and showing the address of each shareholder and the number of shares held by each shareholder. The list shall be open to the examination of any shareholder for any purpose germane to the meeting, during ordinary business hours, for a period of at least ten days before the meeting, either at a place in the city where the meeting is to be held, which place must be specified in the notice of the meeting, or at the place where the meeting is to be held. The list shall also be produced and kept available at the time and place of the meeting, for the entire duration of the meeting, and may be inspected by any shareholder present at the meeting.

Section 8. *Consent in Lieu of Meetings:* Any action required to be taken or which may be taken at any meeting of shareholders, whether annual or special, may be taken without a meeting, without prior notice, and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the holders of outstanding shares having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all shareholders entitled to vote were present and voted. The action must be evidenced by one or more written consents, describing the action taken, signed and dated by the shareholders entitled to take action without a meeting, and delivered to the Corporation at its registered office or to the officer having charge of the Corporation's minute book.

No consent shall be effective to take the corporate action referred to in the consent unless the number of consents required to take action are delivered to the Corporation or to the officer having charge of its minute book within sixty days of the delivery of the earliest-dated consent.

Prompt notice of the taking of the corporate action without a meeting by less than unanimous vote shall be given to those shareholders who have not consented in writing.

Section 9. *Conference Call:* One or more shareholders may participate in a meeting of shareholders by means of conference telephone, videoconferencing, or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in this manner shall constitute presence in person at such meeting.

Section 10. *Annual Statement:* The President and the Board of Directors shall present at each annual meeting a full and complete statement of the business and affairs of the corporation for the preceding year.

ARTICLE IV – DIRECTORS

Section 1. *Powers of Directors:* The business and affairs of the Corporation shall be managed by or under the direction of the Board of Directors, which may

exercise all such powers of the Corporation and do all lawful acts and things, subject to any limitations set forth in these Bylaws or the Articles of Incorporation for the corporation

Section 2. *Number, Qualification and Election:* The number of directors shall be set at three. Each director shall be at least 18 years of age. The directors need not be residents of the state of incorporation. The directors shall be elected by the shareholders at the annual meeting of shareholders by the vote of shareholders holding of record in the aggregate at least a plurality of the shares of stock of the Corporation present in person or by proxy and entitled to vote at the annual meeting of shareholders. Each director shall be elected for a term of five year(s), and until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.

Section 3. *Nomination of Directors:* The Board of Directors shall nominate candidates to stand for election as directors; and other candidates may also be nominated by any shareholder of the Corporation, provided such nomination is submitted in writing to the Corporation's Secretary no later than 30 days prior to the meeting of shareholders at which such directors are to be elected, together with the identity of the nominator and the number of shares of the stock of the Corporation owned by the nominator.

Section 4. *Vacancies:* Except as otherwise provided by law, any vacancy in the Board of Directors occurring by reason of an increase in the authorized number of directors or by reason of the death, withdrawal, removal, disqualification, inability to act, or resignation of a director shall be filled by the majority of directors then in office. The successor shall serve the unexpired portion of the term of his or her predecessor. Any director may resign at any time by giving written notice to the Board or the Secretary.

Section 5. *Meetings:*

- a. Regular Meetings: Regular meetings of the Board of Directors shall be held at least 1 times per year without notice and at such time and place as determined by the Board.
- b. Special Meetings: Special meetings of the Board may be called by the Chairperson or the President on two days' notice to each director, either personally or by telephone, express delivery service, email, or facsimile transmission, and on four days' notice by mail (effective upon deposit of such notice in the mail). The notice need not specify the purpose of a special meeting.

Section 6. *Quorum and Voting at Meetings:* A majority of the total number of authorized directors shall constitute a quorum for transaction of business. The act of a majority of directors present at any meeting at which a quorum is present

shall be the act of the Board of Directors, except as provided by law, the Articles of Incorporation, or these Bylaws. Each director present shall have one vote, irrespective of the number of shares of stock, if any, he or she may hold.

Section 7. *Committees of Directors.* The Board of Directors, by resolution, may create one or more committees, each consisting of one or more Directors. Each such committee shall serve at the pleasure of the Board. All provisions under the Statutes and these Bylaws relating to meetings, action without meetings, notice, and waiver of notice, quorum, and voting requirements of the Board of Directors shall apply to such committees and their members.

Section 8. *Consent in Lieu of Meetings:* Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof, may be taken without a meeting of all members of the Board or committee, as the case may be, consent thereto in writing, such writing or writings to be filed with the minutes or proceedings of the Board or committee.

Section 9. *Conference Call:* One or more directors may participate in meetings of the Board or a committee of the Board by any communication, including videoconference, by means of which all participating directors can simultaneously hear each other during the meeting. Participation in this manner shall constitute presence in person at such meeting.

Section 10. *Compensation:* The Board of Directors shall have the authority to fix the compensation of Directors. A fixed sum and expenses of attendance may be allowed for attendance at each regular or special meeting of the Board. No such payment shall preclude any director from serving the Corporation in any other capacity and receiving compensation therefor.

Section 11. *Removal of Directors:* Any director or the entire Board of Directors may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of directors.

ARTICLE V -- OFFICERS

Section 1. *Positions:* The officers of the Corporation shall be a Chairperson, a President, a Secretary, and a Treasurer, and such other officers as the Board may from time to time appoint, including one or more Vice Presidents and such other officers as it deems advisable. Each such officer shall exercise such powers and perform such duties as shall be set forth herein and such other powers and duties as may be specified from time to time by the Board of Directors. The officers of the Corporation shall be elected by the Board of Directors. Each of the Chairperson, President, and/or any Vice Presidents may execute bonds, mortgages, and other documents under the seal of the

Corporation, except where required or permitted by law to be otherwise executed and except where execution thereof shall be expressly delegated by the Board to some other officer or agent of the Corporation.

Section 2. *Chairperson*: The Chairperson shall have overall responsibility and authority for management and operations of the Corporation, shall preside at all meetings of the Board of Directors and shareholders, and shall ensure that all orders and resolutions of the Board of Directors and shareholders are implemented.

Section 3. *President*: The President shall be the chief operating officer of the Corporation and shall have full responsibility and authority for management of the day-to-day operations of the Corporation. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management and supervision usually vested in the office of president of a corporation.

Section 4. *Secretary*: The Secretary shall attend all meetings of the Board and all meetings of the shareholders and shall act as clerk thereof, and record all the votes of the Corporation and the minutes of all its transactions in a book to be kept for that purpose, and shall perform like duties for all committees of the Board of Directors when required. The Secretary shall give, or cause to be given, notice of all meetings of the shareholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the Board of Directors or President, and under whose supervision the Secretary shall be. The Secretary shall maintain the records, minutes, and seal of the Corporation and may attest any instruments signed by any other officer of the Corporation.

Section 5. *Treasurer*: The Treasurer shall be the chief financial officer of the Corporation, shall have responsibility for the custody of the corporate funds and securities, shall keep full and accurate records and accounts of receipts and disbursements in books belonging to the Corporation, and shall keep the monies of the Corporation in a separate account in the name of the Corporation. The Treasurer shall provide to the President and directors, at the regular meetings of the Board, or whenever requested by the Board, an account of all financial transactions and of the financial condition of the Corporation.

Section 6. *Term of Office*: The officers of the Corporation shall hold office until their successors are chosen and have qualified or until their earlier resignation or removal. Any officer or agent elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board of Directors. Any vacancy occurring in any office as a result of death, resignation, removal, or otherwise, shall be filled for the unexpired portion of the term by a majority vote of the Board of Directors.

Section 7. *Compensation*: The compensation of officers of the Corporation shall be fixed by the Board of Directors.

ARTICLE VI – CAPITAL STOCK

Section 1. *Stock Certificates*: The shares of the Corporation shall be represented by certificates, provided that the Board of Directors may provide by resolution that some or all of any or all classes or series of the stock of the Corporation shall be uncertificated shares. Notwithstanding the adoption of such a resolution by the Board of Directors, every holder of stock represented by certificates and, upon request, every holder of uncertificated shares, shall be entitled to have a certificate signed in the name of the Corporation, by the Chairperson, president or any Vice President, and by the Treasurer or Secretary. Any or all of the signatures on the certificate may be by facsimile. The stock certificates of the Corporation shall be numbered and registered in the share ledger and transfer books of the Corporation as they are issued and shall bear the corporate seal.

Section 2. *Lost Certificates*: The Corporation may issue a new certificate of stock in place of any certificate theretofor issued and alleged to have been lost, stolen, or destroyed, and the Corporation may require the owner of the lost, stolen or destroyed certificate, or his or her legal representative, to make an affidavit of that fact, and the Corporation may require indemnity against any claim that may be made against the Corporation on account of the alleged loss, theft, or destruction of any such certificate or the issuance of such new certificate.

Section 3. *Transfers*: Transfers of shares shall be made on the books of the Corporation upon surrender and cancellation of the certificates therefore, endorsed by the person named in the certificate or by his or her legal representative. No transfer shall be made which is inconsistent with any provision of law, the Articles of Incorporation for the Corporation, or these Bylaws.

Section 4. *Record Date*: In order that the Corporation may determine the shareholders entitled to notice of or to vote at any meeting of shareholders, or any adjournment thereof, or to take action without a meeting, or to receive payment of any dividend or other distribution, or to exercise any rights in respect of any change, conversion, or exchange of stock, or for the purpose of any other lawful action, the Board of Directors may fix a record date, which record date shall not precede the date upon which the resolution fixing the record date is adopted by the Board of Directors and shall not be less than ten nor more than fifty days before the meeting or action requiring a determination of shareholders.

If no record date is fixed by the Board of Directors:

- a. for determining shareholders entitled to notice of or to vote at a meeting, the record date shall be at the close of business on the day next preceding the day on which notice is given, or, if notice is waived, at the close of business on the day next preceding the day on which the meeting is held or other action taken;
- b. For determining shareholders entitled to consent to corporate action without a meeting, the record date shall be the day on which the first written consent is delivered to the Corporation in accordance with these Bylaws; and
- c. For determining shareholders for any other purpose, the record date shall be at the close of business on the day on which the Board of Directors adopts the resolution relating thereto.

ARTICLE VII -- DIVIDENDS

Section 1. *Dividends*: The Board of Directors may declare and pay dividends upon the outstanding shares of the Corporation, from time to time and to such extent as the Board deems advisable, in the manner and upon the terms and conditions provided by law and the Articles of Incorporation of the Corporation.

Section 2. *Reserves*: The Board of Directors may set apart, out of the funds of the Corporation available for dividends, said sum as the directors, from time to time, in their absolute discretion, think proper as a reserve fund for any proper purpose. The Board of Directors may abolish any such reserve in the manner it was created.

ARTICLE VIII – GENERAL PROVISIONS

Section 1. *Insurance and Indemnity*: The Corporation may purchase and maintain insurance in a reasonable amount on behalf of any person who is or was a director, officer, agent, or employee of the Corporation against liability asserted against or incurred by such person in such capacity or arising from such person's status as such.

Subject to applicable statute, any person made or threatened to be made a party to any action, suit, or proceeding, by reason of the fact that he or she, his or her testator or intestate representative, is or was a director, officer, agent, or employee of the Corporation, shall be indemnified by the Corporation against the reasonable expenses, including attorney's fees, actually and necessarily incurred by him or her in connection with such an action, suit, or proceeding.

Notwithstanding the foregoing, no indemnification shall be made by the Corporation of judgment or other final determination establishes that the potential indemnitee's acts were committed in bad faith or were the result of active or deliberate fraud or dishonesty or clear and gross negligence.

Section 2. *Corporate Records*: Any shareholder of record, in person or by attorney or other agent, shall, upon written demand under oath stating the

purpose thereof, have the right during the usual hours for business to inspect for any proper purpose the Corporation's stock ledger, a list of its shareholders, and its other books and records, and to make copies or extracts therefrom. A proper purpose shall mean a purpose reasonably related to such person's interest as a shareholder. In every instance in which an attorney or other agent shall be the person seeking the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing authorizing the attorney or other agent to so act on behalf of the shareholder.

The demand under oath shall be directed to the Corporation at its registered office or its principal place of business.

Section 3. *Fiscal Year*: The fiscal year of the Corporation shall be the calendar year.

Section 4. *Seal*: The corporate seal shall be in such form as the Board of Directors shall approve. The seal may be used by causing it or a facsimile thereof to be impressed, affixed, or otherwise reproduced.

Section 5. *Execution of Instruments*: All contracts, checks, drafts, or demands for money and notes and other instruments or rights of any nature of the Corporation shall be signed by such officer or officers as the Board of Directors may from time to time designate.

Section 6. *Notice*: Whenever written notice is required to be given to any person, it may be given to such person, either personally or by sending a copy thereof through the United States mail, or by email, or facsimile, charges prepaid, to his or her address appearing in the books of the Corporation, or supplied by him or her to the Corporation for the purpose of notice. If the notice is sent by mail it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail. If the notice is sent by facsimile, it shall be deemed to have been given at the date and time shown on a written confirmation of the transmission of such facsimile communication. If such notice is related to a meeting, the notice shall specify the place, day, and hour of the meeting, and, in the case of a special meeting of shareholders, the purpose of and general nature of the business to be transacted at such special meeting.

Section 7. *Waiver of Notice*: Whenever any written notice is required by law, or by the Articles of Incorporation or by these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Except in the case of a special meeting of shareholders, neither the business to be conducted at nor the purpose of the meeting need be specified in the waiver of notice of the meeting. Attendance of a person either in person or by proxy, at any meeting, shall constitute a waiver of notice of such meeting, except where a

person attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully convened or called.

Section 8. *Amendments*: The Board of Directors shall have the power to make, adopt, alter, amend, and repeal from time to time the Bylaws of the Corporation except that the adoption, amendment, or repeal of any Bylaw regulating the election of directors shall be subject to the vote of shareholders entitled to cast at least a majority of the votes which all shareholders are entitled to cast at any regular or special meeting of the shareholders, duly convened after notice to the shareholders of that purpose.

The foregoing Bylaws were adopted by the Board of Directors on May 19, 2018.

CHAIRMAN'S SIGNATURE

RES

CHAIRMAN

RUDDY SANTANA

SHAREHOLDER'S NAME

NUMBER (#) OF SHARES

RUDDY E. SANTANA JR.

100/100 SHARES

June 2, 2020

Cannabis Control Commission
2 Washington Square,
Worcester, MA 01604

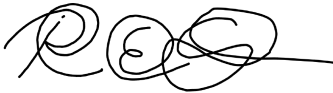
NOTICE RESPONSE: PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Dear Sirs,

The original articles of incorporation for Buddies Ice Cream, Inc. were amended on January 8, 2020 with a new team of officers and board: Ruddy Santana (President), Edward Correa (Treasurer), and Marianela Martinez (Secretary). These changes are included in the Massachusetts Business Registration Section: Articles of Incorporation & Changes Document

Ruddy Santana controls 100% of the equity in Buddies Ice Cream, Inc. and has neither close associates nor members able to exercise significant influence over management, operations or finances of a Marijuana Establishment licensed under 935 CMR 500.000

Sincerely,

A handwritten signature in black ink, appearing to read 'R. E. S.', with a long horizontal line extending to the right.

Ruddy E. Santana



Cannabis Company

Ruddy E. Santana, MBA, MST
info@holyokeleaf.com



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EXECUTIVE SUMMARY

Introduction

Holyoke Leaf, (the “Company”, or “H”) is a community conscious cultivator, and manufacturer of premium branded cannabis, and cannabis-based products. The Company has been certified by the Massachusetts Social Equity Program and is on track for a Microbusiness (Cultivator & Manufacturer) License with the Massachusetts State Cannabis Control Commission.

Market

A report from Arcview Market Research and BDS Analytics predicts that the legal cannabis industry will grow to \$40 billion by 2021, which is a 150% increase from the \$16 billion the industry produced in 2017. That growth comes as the legalization of marijuana use spreads across North America.

Competition

Holyoke Leaf is aware of both the strengths and shortcomings of competing products. Holyoke Leaf products are entering an already crowded market, but with their team of accomplished professionals, business network, premium products, and excellent customer service, Holyoke Leaf is in position to capture sufficient market share and thrive.

Marketing

Holyoke Leaf’s diverse product lines is entering the cannabis market as a premium brand. Marketing efforts involve brand partnership agreements with product manufacturers, retail operators to help one another to increase brand exposure, break into new markets, and add extra value to products and services. However, to effectively reach consumers within stores, we are executing an aggressive point of purchase marketing campaign.

Founder

Mr. Santana holds a Fordham University BSc. in Finance, MBA in Professional Accounting, and MSc. in Taxation with three years of Wall Street experience and five years of Big-Four public accounting experience providing M&A transactions and transfer pricing advisory services to private equity and strategic corporate clients. Mr. Santana also has 2 years of cannabis mobile application development experience, and received certification and license number through the Massachusetts Social Equity Program for Cannabis Entrepreneurs.

Financial Summary

As the Company matures over a three-five year period it will seek to develop proprietary brands, and expand into delivery & consumption services. It will reach a capacity of 500,000 units annually, generating over \$10,000,000 in revenue from product sales for the Company annually.



BUSINESS DESCRIPTION & VISION

History

The Company was founded by Ruddy E. Santana, Jr., a big four accountant to help contribute to the 1 million jobs being created by the new cannabis industry, and to leverage his experience in consulting to establish new standards in operating procedures, corporate responsibility, and customer service.

Mission & Values

The Company's brand mission is to be our customers' best memory of a recreational cannabis experience in Massachusetts, and best value proposition for quality information, products, and fun. Ideally, we'd like to build a long term relationship with our staff and customers. Our values, which reflects the experience that customers can expect when enjoying our products are:

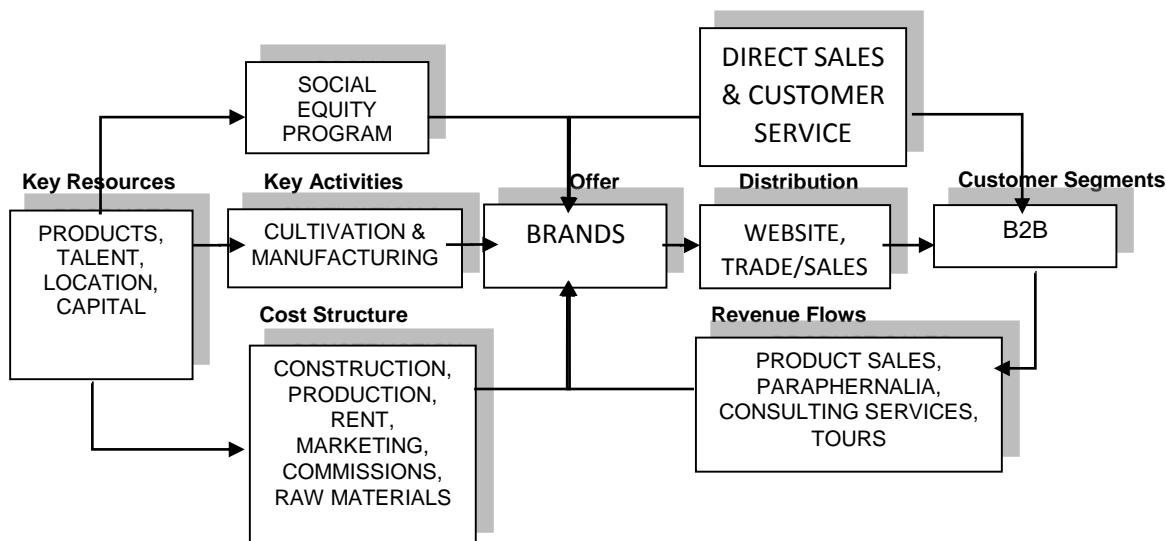
- We place the customer experience at the core of all we do.
- We are committed to our team.
- We believe in the medicinal benefits of cannabis.
- We operate our business ethically.
- We give back to our communities.
- We grow our business profitably.
- We strive continually to improve.

Vision

Our vision is to own and market cannabis brands and attractions which hold leading market positions in their respective category, with an emphasis on Massachusetts. Shareholder/member return, customer and employee satisfaction, and commitment to excellence, integrity, environmental stewardship, regulatory compliance, and a safe workplace will be the hallmarks of our culture.

The Company is headquartered in Holyoke, Ma.

BUSINESS MODEL





FUTURE PLANS

Holyoke Leaf, at 63 Jackson St. represents the first phase of the Company's goal to offer consumers an authentic, educational and recreational cannabis experience. The Company's offering will evolve as follows over the next five years:

Phase I –Holyoke Leaf (Cultivation & Manufacturing)

Phase II – Wrollup, Inc. (On Demand Delivery Service & Platform)

Phase III – Massachusetts Travel Corporation (Consumption)

DESCRIPTION OF PRODUCTS AND SERVICES

Strain Library

Strain	ID	Demand	S-I-H	WIB	Yield	CPW
Sour Pineapple	11	50	H	8	6	6
OG Santana	12	50	H	8	6	6
Blue Dream	13	50	S	8	7	8
Harlequin	14	50	H	8	6	8
Girl Scout Cookies	15	50	I	8	7	8
Purple Haze	16	50	S	8	7	8
...	17...					

- Demand in Pounds
- Sativa, Indica, or Hybrid
- WIB = Weeks in bloom

- CPW = cuttings per week
- Yield = flower ounces per plant

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Product Ideas

1. Holyoke Leaf's "Signature Selection" Premium Cannabis Pound Box = 4 Packs of 32 Sealed Cans (3.5 grams each) of Premium Cannabis Flower



2. Holyoke Leaf's "Signature Selection" Cannabis Pre-Rolled Joint Packs = 3.5 grams per pack

OPERATIONS

As per 935 CMR 500 of the Cannabis Regulations, cannabis must be produced, packaged, labelled, distributed, stored, sampled and tested in accordance with standard operating procedures (SOPs). Our Company's SOPs have been designed to ensure that those activities are conducted in accordance with the requirements of Section 500.105, 500.120, and 500.130.

Our SOPs include all steps necessary to be in compliance with the Massachusetts Cannabis Control Commission in order to avoid the quality of the cannabis from becoming adversely affected. Examples of SOPs that have been developed in relation to key operational elements include, but are not limited to:

- Sanitation of the building or part of the building, equipment, and employee hygiene;
- Distribution, including transfer, and receipt of cannabis;
- Production and processing of cannabis including, but not limited to:
- Cloning of cannabis plants or sowing cannabis plant seeds
- Trimming or pruning
- Additions of nutrients, fertilizers and pest control products.
- Harvesting
- Drying, curing, or burping
- Extraction processing
- Encapsulation and other discreet unit production
- Sampling and Testing of cannabis;
- Packaging and Labeling (e.g. for bulk cannabis, samples, immediate container, and discreet units; and
- Storage (e.g. for bulk cannabis, quarantined product, product on hold, product approved for sale, product in transit, and product destined for destruction).



Examples of principles or practices that may demonstrate compliance with 935 CMR 500 are as follows:

- Our Company has a system in place to review procedures on a regular basis and revise them as needed;
- If our Company needs to deviate from an SOP, details of the deviation (e.g., the reason for the deviation, whether it was planned and assessment of CCC impacts) are documented in a report in accordance with an SOP;
- All personnel who conduct the activities described within an SOP are provided with training on the SOP;
- Training is provided and documented prior to the implantation of a new or revised SOP.

Cultivation operations

Based on the anticipated build-out our Company will be able to produce seventy-five pounds of product per ten-week growing cycle per every 20x30 flowering rooms ("Pods"). The anticipated initial build-out will be 3 grow pods, which when fully under production should produce for our Company an average of 150 lbs. per ten week growing cycle.

In order to make calculations of the Company's income from cannabis sales, the Company has assumed that wholesale marijuana will sell for \$1,500 per pound on the open market. Because of the existing federal law producers from outside Massachusetts will be prevented from importing marijuana into the state and as a result there will be no competition with out of state marijuana producers for the licensed grower. Should federal law dramatically change this protected market could however disappear for those Companies who are not vertically integrated.

With anticipated wholesale per pound prices at \$1,500, each Grow Pod Build Unit should, every ten-week harvest cycle, generate \$225,000 in revenue for our cultivation division. Our Product Manufacturing Division has capacity for further processing of 100 pounds, every ten-week cycle.

Manufacturing Operations

The Company intends to use its Manufacturing License to develop, design, trademark, and market cannabis, and cannabis-based products related to cannabis lifestyle niche markets. Holyoke Leaf's Premium Original Rolling Paper have already been created and are in the production phase. Two trademarks have been prepared for filing that pertain to proprietary strains, blends, and branding. The Company projects upwards of \$10 million in sales in year five.



Company Locations and Facility

Holyoke Leaf, Inc. business offices/factory in Holyoke, MA.

63 Jackson ST., Holyoke, MA.



MARKET

A report from Arcview Market Research and BDS Analytics predicts that the legal cannabis industry will grow to \$40 billion by 2021, which is a 150% increase from the \$16 billion the industry produced in 2017. That growth comes as the legalization of marijuana use spreads across North America.

Massachusetts

Calendar Year-To-Date Sales

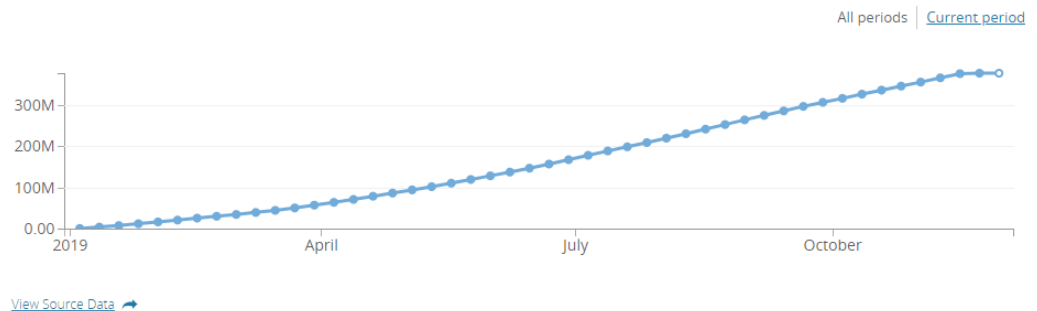
Year-To-Date Sales

377M

dollars

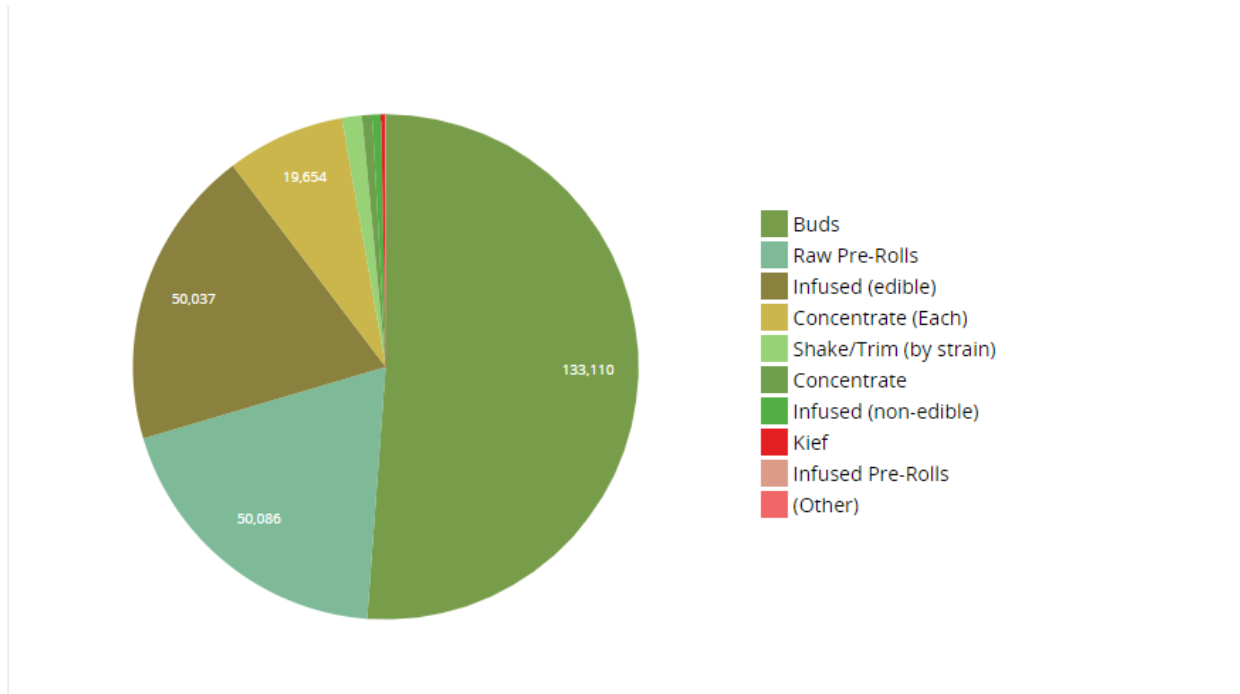
1/1/19 to today

Measuring

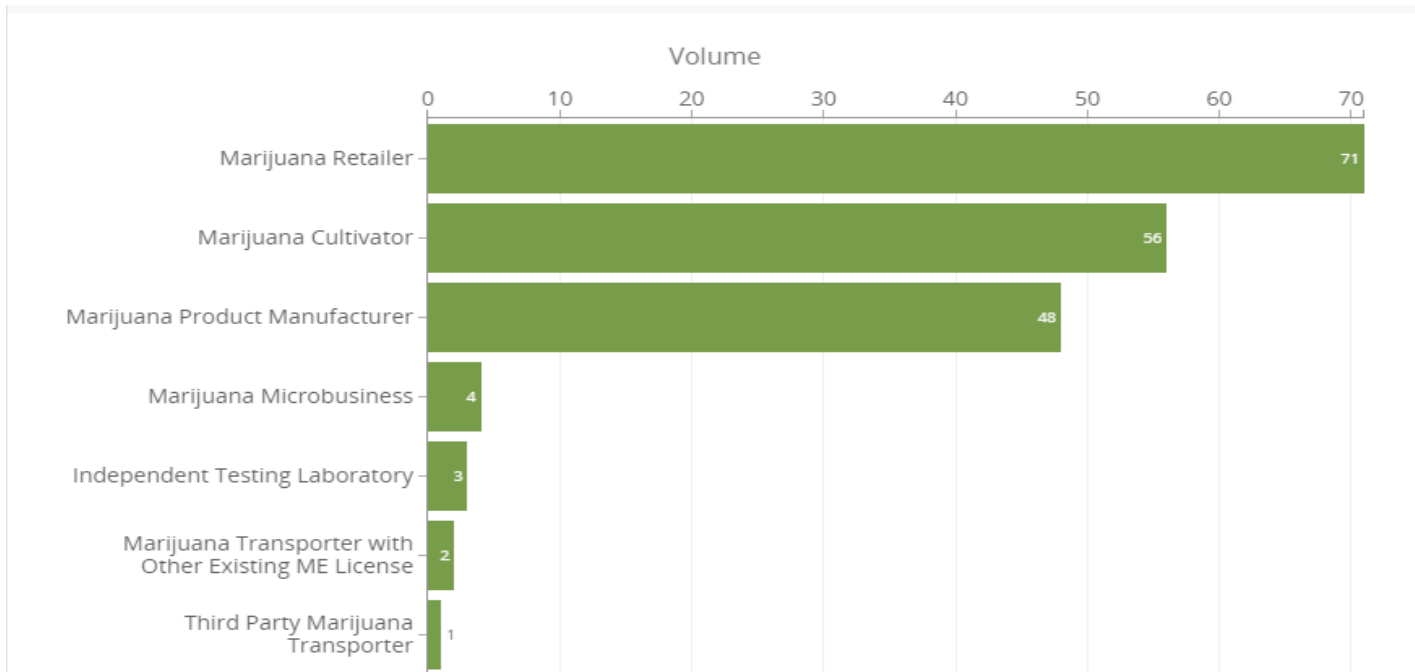




Previous Week Product Distribution



Licenses Awarded By Type





COMPETITION

Acreage Holdings, Inc. and Form Factory, Inc., a multi-state manufacturer and distributor of cannabis-based edibles and beverages, announced they have signed a definitive agreement for Acreage to acquire Form Factory, in an all-stock transaction valued at US\$160 million. Acreage will issue approximately 6.4 million Subordinate Voting Shares to Form Factory shareholders at a deemed price of US\$25 per share. The transaction brings Form Factory's expertise as a one-stop-shop for developing, manufacturing and distributing cannabis products of any form factor to Acreage's 19-state footprint of growing, manufacturing and distributing cannabis-based consumer and medical products. It sets the stage for Acreage to become the first national cannabis Consumer Packaged Goods (CPG) Company, capable of creating and distributing predictable and scalable proprietary brands, nationally, delivering those capabilities on a contract basis to other cannabis brands, and offering a turnkey cannabis industry solution to traditional non-cannabis CPG companies like Nestle, Mars or Procter & Gamble.



Competitive Comparison

Because the industry is still in its early stages, despite growing at such a rapid pace, there have been opportunities for smaller brands to enter the marketplace relatively easily—especially in states like California, Colorado and Washington, and now in Massachusetts, New Jersey, Connecticut, Vermont, New York, and Oklahoma. Across the U.S., market fragmentation is about the only real constant in the cannabis industry right now. The door is wide open for an upstart processor to begin manufacturing concentrate products in, say, Canada, Massachusetts, New York, New Jersey, and Oklahoma, as BDS Analytics' and ArcView's predictions of consolidations have yet to materialize, even in the West Coast. Nevertheless, competition is fierce:

“In developed cannabis markets, competition among cannabis businesses is so fierce that many experienced customers will expect quality products to be branded,” according to the Report. On a long enough timeline, and in a North American marketplace that might one day see federal legalization in the U.S., this trend will only become clearer.

The Report lists seven break-out concentrates brands, each performing at the top of their class: AbsoluteXtracts, Concentrate Supply Company, Craft, Evolab, Kurvana, OpenVape and Select Oil. These companies are each based in more mature markets, like Colorado, California and Oregon. As the BDS/ArcView Report lays bare, those more developed markets allow extraction and processing



companies to find the highest-quality single source flower for their products. Often, due to a general oversupply trend out west, this allows extraction brands to lower their production costs and reap higher profit margins on the back end.

Ruddy E. Santana, the founder of Holyoke Leaf, is aware of both the strengths and shortcomings of competing products. Holyoke Leaf's products will be entering an already crowded market, but with their premium branding, excellent customer service, their strategy is to capture an upscale market which will filter down.

Many of the product advantages were highlighted in the previous section of this plan. To summarize the key advantages:

- Premium branding across all product lines
- Outstanding customer service
- High quality, great tasting and consistent products
- Diverse product line in markets with continuous growth over the last several years
- Competitively priced products, but with premium branding.
- Promote a social cause

Holyoke Leaf's diverse product lines will enter the cannabis market as a premium brand. Marketing efforts will involve aggressive point-of-sale marketing, and will include an educational channel that has a large outreach and social following. By positioning Holyoke Leaf, Inc. as a premium customer service brand, all products will stand out in the growing cannabis market.



COMPANY DESCRIPTION

The Company is a Registered Massachusetts Domestic Benefit Corporation, and Disadvantage Business Enterprise (DBE). The Company's headquarters is located in Holyoke MA. Buddies Ice Cream, Inc. DBA Holyoke Leaf will primarily cultivate cannabis flower and develop cannabis product brands for Massachusetts. However, to achieve sales projections it will pursue vertical integration. To this end, it will pursue the exclusive Cannabis Delivery and Cannabis Consumption Licenses as Wrollup Delivery Service, Inc., and Boston River Cruise, Inc.

PROVISIONAL LICENSE PROGRESS REPORT

What's required for Provisional State License (license necessary to begin construction of facility):

- Building of Team, Business Plan and Procedures: COMPLETED
- Secure Property Located within a Cannabis Approved Zone: COMPLETED (6/21/2018)
- Secure Approval and Host Agreement from Municipality: COMPLETED (11/17/19)
- Submit full application to Cannabis Control Commission: COMPLETED 4/15/20)
- Secure Financing to Set-Up and Operate Business: UNDER NEGOTIATION.
- Application Approval by Cannabis Control Commission: OUTSTANDING.
- Expect Provisional License by October 2020: OUTSTANDING

REGULATIONS

On October 2018, marijuana became legal for recreational and medical use in Canada, and medical marijuana use was already legal in 30 U.S. states. Since then, nine states, plus Washington, D.C., have also legalized recreational marijuana use: Alaska, California, Colorado, Maine, Nevada, Oregon, Vermont, Washington, and Massachusetts.

On March 29, 2018, the Cannabis Control Commission had received confirmation that its adult use cannabis regulations, 935 CMR 500.000 took effect in the Commonwealth after they were published in the Code of Massachusetts Regulations.

Furthermore, Massachusetts state law requires that state regulators make an effort to continue to open up the marijuana industry to all minority men & women. To this end, the Commission is not only facilitating the licensing process for qualified program members, but also providing exclusive access to both the Consumption and Delivery licenses for a period of at least two years.

According to the State House News Service, Commissioner Shaleen Tittle, one of the state's top marijuana regulators, is urging the other members of the Cannabis Control Commission to consider a "course correction" on social equity programs, citing the low rate of participation in the legal marijuana industry by minority groups.



TEAM & STRATEGIC RELATIONSHIPS

President/Master Grower - Ruddy E. Santana, Ruddy E. Santana is an approved Social Equity Program Member, and a Fordham University BSc. in Finance, MBA in Professional Accounting and MSc. in Taxation program graduate with three years of Wall Street experience and five years of Big-Four public accounting experience providing M&A transactions and transfer pricing advisory services to private equity and strategic corporate clients.

TBD - Product Development & Compliance Manager – Alberto Montalvo is a Professional Chef, and Brewer, and is head of design, product development strategy and managing of product development work streams for phased launches and on-going product enhancements, including:

- Developing technical requirements in line with desired customer experience as well as share and align with all stakeholders
- Managing the near and long term roadmap for the product working with external partner as well as cross-functional stakeholders including but not limited to Cultivation, Extraction, Technology, Digital experience and others
- Crafting detailed user stories, managing product backlog, prioritizing features and working with team design, develop, and prototype new features
- Monitoring results & feedback post launch to refine features and iterate
- Development and continued maintenance of product roadmap, including core product design, mechanics and other critical components
- Establishing an Agile product development culture in the team

Corporate Counsel – Brook Lane., Brook is a Principal at Fair Work, P.C., and trial attorney who is dedicated to helping workers pursue their rights through class actions and individual lawsuits. Prior to joining Fair Work, Brook was a partner at a boutique employee-side class action firm in Boston. He also served as an Assistant District Attorney for the Middlesex District Attorney's Office, where he tried over 100 cases to verdict.

Accounting Firm – Meyers Brothers Kalicka, PC. Based in Holyoke, MA, MBK provides family and independent businesses in the Pioneer Valley and beyond with targeted accounting, tax and advisory services. As an independent business with family business roots, they are well positioned to help our company grow, thrive and transition.



FINANCIAL SUMMARY

The Company strategy will likely focus on larger-scale economic growth in response to investor participation, and our retail consignment program. Successful completion of our first funding round will allow the Company to create a dynamic, socially positive Cannabis Microbusiness with state-wide reach. In addition, the financial backing of a larger and established Company or group of individuals will strengthen Holyoke Leaf's competitive advantage with respect to the five forces, particularly the threat of competition from rival firms.

Financial Management

The Company is seeking \$500,000 in equity start-up capital from investors to establish a Holyoke Leaf Cultivation, and Manufacturing Center in Holyoke, MA. The minimum offering amount is 1 percent for \$50,000, and the maximum offering amount is 10 percent for \$500,000. Estimated sales for a 5000 square feet facility is around \$12 million, \$3 million from flower and \$9 million from product manufacturing.

The funds will be used to finance Cost of Revenues and Cost of Operations which amount to \$400,000, and \$100,000, respectively.

Exit Plan

Ideally, the Company will apply for licenses in each class, and expand to new products, and services including consumption, and delivery in the next 1-5 years.

Introduction to Financial Plan

As a Micro Business, the Company is limited to 5,000 square feet of cultivation space, and about 300 pounds of cannabis every ten weeks, generating \$450,000 in revenue for the Company, assuming a wholesale price per pound of \$1,500.

As the Company matures over a three-five year period it will seek to develop proprietary brands, and expand into delivery services. It will reach a capacity of 500,000 units annually, generating over \$10,000,000 in revenue from product sales for the Company.



INCOME STATEMENT

<i>Income Statement (\$)</i>					
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
Revenue					
Holyoke Leaf Cannabis	\$1,200,000	\$3,000,000	\$3,000,000	\$3,000,000	\$3,000,000
Holyoke Leaf Products	\$0	\$0	\$9,000,000	\$9,000,000	\$9,000,000
Holyoke Leaf Consumption	\$0	\$0	\$0	\$0	\$0
Holyoke Leaf Delivery	\$0	\$0	\$0	\$0	\$0
		\$0	\$0	\$0	\$0
Total Revenue	\$1,200,000	\$3,000,000	\$12,000,000	\$12,000,000	\$12,000,000
Cost of Goods Sold	\$327,913	\$845,825	\$2,155,910	\$2,254,535	\$2,465,473
Gross Margin	\$872,087	\$2,154,175	\$9,844,090	\$9,745,465	\$9,534,528
% of Revenue	73%	72%	82%	81%	79%
Operating Expenses					
Research & Development	\$125,610	\$134,807	\$652	\$652	\$600
% of Revenue	10%	4%	0%	0%	0%
Marketing/Sales	\$0	\$6,643	\$39,860	\$39,860	\$39,697
% of Revenue	0%	0%	0%	0%	0%
Administration	\$109,000	\$178,453	\$299,703	\$299,703	\$266,370
% of Revenue	9%	6%	2%	2%	2%
Total Operating Expenses	\$234,610	\$319,903	\$340,215	\$340,215	\$306,667
% of Revenue	20%	11%	3%	3%	3%
Income Before Int & Taxes	\$637,477	\$1,834,272	\$9,503,875	\$9,405,250	\$9,227,861
% of Revenue	53%	61%	79%	78%	77%
Interest Expense	\$6,883	\$4,083	(\$233)	(\$700)	(\$700)
Interest Revenue	\$0	\$0	\$0	\$0	\$0
Income Before Taxes	\$630,593	\$1,830,188	\$9,504,108	\$9,405,950	\$9,228,561
Tax Exp	\$286,695	\$697,618	\$3,801,643	\$3,762,380	\$3,691,424
Net Income	\$343,899	\$1,132,570	\$5,702,465	\$5,643,570	\$5,537,137
% of Revenue	29%	38%	48%	47%	46%



BALANCE SHEET

	<i>Balance Sheet (\$)</i>				
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
ASSETS					
Current Assets					
Cash	\$619,355	\$1,534,080	\$6,460,413	\$12,046,714	\$17,560,209
Net Accounts Rec	\$0	\$594,000	\$1,980,000	\$1,980,000	\$1,980,000
Inventory (10 days)	\$0	\$20,833	\$50,903	\$50,903	\$65,903
Total Current Assets	\$619,355	\$2,148,913	\$8,491,316	\$14,077,617	\$19,606,112
Gross Fixed Assets	\$126,000	\$226,645	\$229,095	\$229,095	\$229,095
Less Accum Depreciation	\$42,000	\$117,548	\$193,913	\$228,278	\$229,095
Net Fixed Assets	\$84,000	\$109,097	\$35,182	\$817	\$0
TOTAL ASSETS	\$703,355	\$2,258,010	\$8,526,497	\$14,078,433	\$19,606,112
LIABILITIES					
Short Term Liabilities					
Accounts Payable (30 days)	\$1,290	\$172,723	\$159,777	\$157,272	\$158,522
Salaries Payable (15 days)	\$4,167	\$6,250	\$9,375	\$14,063	\$21,094
Taxes Payable (90 days)	\$0	\$290,568	\$950,411	\$940,595	\$922,856
Line of Credit (0% of net A/R)	\$0	\$0	\$0	\$0	\$0
Current Portion of Capital Equipment Lease	\$28,000	\$14,000	(\$14,000)	(\$42,000)	(\$42,000)
Current Portion of Long Term Debt	\$0	\$0	\$0	\$0	\$0
Total Short Term Liabilities	\$33,457	\$483,541	\$1,105,563	\$1,069,929	\$1,060,472
Long Term Liabilities					
Capital Equipment Lease (3 years)	\$56,000	\$28,000	(\$28,000)	(\$84,000)	(\$84,000)
Long Term Debt (5 years)	\$0	\$0	\$0	\$0	\$0
Total Long Term Liabilities	\$56,000	\$28,000	(\$28,000)	(\$84,000)	(\$84,000)
TOTAL LIABILITIES	\$89,457	\$511,541	\$1,077,563	\$985,929	\$976,472
Equity					
Preferred Stock	\$0	\$0	\$0	\$0	\$0
Common Stock	\$250,000	\$250,000	\$250,000	\$250,000	\$250,000
Retained Earnings	\$363,899	\$1,496,469	\$7,198,934	\$12,842,504	\$18,379,641
Total Equity	\$613,899	\$1,746,469	\$7,448,934	\$13,092,504	\$18,629,641
LIABILITIES & EQUITY	\$703,355	\$2,258,010	\$8,526,497	\$14,078,433	\$19,606,112



CASH FLOW STATEMENT

<i>Statement of Sources & Uses (\$)</i>					
	FY 2020	FY 2021	FY 2022	FY 2023	FY 2024
BEGINNING CASH	\$20,000	\$619,355	\$1,534,080	\$6,460,413	\$12,046,714
Sources of Cash					
Net Income	\$343,899	\$1,132,570	\$5,702,465	\$5,643,570	\$5,537,137
Add Depr/Amort	\$42,000	\$75,548	\$76,365	\$34,365	\$817
Issuance of Preferred Stock	\$0	\$0	\$0	\$0	\$0
Issuance of Common Stock	\$250,000	\$0	\$0	\$0	\$0
Plus Changes In:					
Accounts Payable (30 days)	\$1,290	\$171,433	(\$12,946)	(\$2,506)	\$1,250
Salaries Payable (15 days)	\$4,167	\$2,083	\$3,125	\$4,688	\$7,031
Taxes Payable (90 days)	\$0	\$290,568	\$659,843	(\$9,816)	(\$17,739)
Additions to Line of Credit (0% of net A/R)	\$0	\$0	\$0	\$0	\$0
Additions to Capital Equipment Lease (3 years)	\$122,500	\$0	\$0	\$0	\$0
Additions to Long Term Debt (5 years)	\$0	\$0	\$0	\$0	\$0
Total Sources of Cash	\$763,855	\$1,672,203	\$6,428,852	\$5,670,301	\$5,528,496
Uses of Cash					
Less Changes In:					
Net Accounts Rec	\$0	\$594,000	\$1,386,000	\$0	\$0
Inventory (10 days)	\$0	\$20,833	\$30,069	\$0	\$15,000
Gross Fixed Assets	\$126,000	\$100,645	\$2,450	\$0	\$0
Reductions To Credit Line	\$0	\$0	\$0	\$0	\$0
Reductions To Capital Equipment Lease	\$38,500	\$42,000	\$84,000	\$84,000	\$0
Reductions To Long Term Debt	\$0	\$0	\$0	\$0	\$0
Total Uses	\$164,500	\$757,478	\$1,502,519	\$84,000	\$15,000
CHANGES IN CASH	\$599,355	\$914,725	\$4,926,333	\$5,586,301	\$5,513,496
ENDING CASH	\$619,355	\$1,534,080	\$6,460,413	\$12,046,714	\$17,560,209

May 28, 2020

Insurance Proposal Prepared Exclusively For:

Buddies Ice Cream Inc; Holyoke Leaf Inc
63 Jackson St
Holyoke, MA 01040

Prepared By

Nichole Manochi
(440) 401-2148
nmanochi@cannasure.com

Quote Information

Named Insured	Buddies Ice Cream Inc; Holyoke Leaf Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A-; A Surplus Lines Company
Coverage	General Liability
Policy Term	12 Months
Description of Business	Cultivator/Processor
Proposal Expiration	30 Days from proposal date

Premium Summary

Total Premium, Taxes, Fees	
General Liability Premium	\$1,250.00
Administrative Fee	\$250.00
Surplus Lines Tax	\$50.00
Total Amount Due	\$1,550.00*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Commercial General Liability Quote

Coverage Information

Coverage	General Liability
Coverage Form	Occurrence
<i>(Defense cost are outside the limit)</i>	

Limits

General Aggregate Limit (Other than Products-Completed Operations)	\$2,000,000
Products/Completed Operations Limit	Excluded
Personal and Advertising Injury	\$1,000,000
Each Occurrence Limit	\$1,000,000
Damage To Premises Rented To You Limit	\$100,000
Medical Expense Limit	\$5,000

Deductible

No Deductible

Classification

Premium Basis/Exposure - Sales	\$1,000,000.00
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List of Locations

63 Jackson St, Holyoke, MA 01040

Optional Coverages Available (additional premium may apply and underwriting required)

Terrorism	\$31.00, plus tax
Hired and Non-Owned Auto	
Employee Benefits Liability	

Schedule of Named Insured(s)

Buddies Ice Cream Inc; Holyoke Leaf Inc

FORMS LIST

CG 00 01 (04 13) COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 21 04 (11 85) EXCLUSION-PRODUCTS-COMPLETED OPERATIONS HAZARD
CG 21 06 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION
AND DATA-RELATED LIABILITY-WITH LIMITED BODILY INJURY EXCEPTION
CG 21 09 (06 15) EXCLUSION-UNMANNED AIRCRAFT
CG 21 32 (05 09) COMMUNICABLE DISEASE EXCLUSION
CG 21 36 (03 05) EXCLUSION-NEW ENTITIES
CG 21 44 (04 17) LIMITATION OF COVERAGE TO DESIGNATED PREMISES, PROJECT OR OPERATION
CG 21 46 (07 98) ABUSE OR MOLESTATION EXCLUSION
CG 21 47 (12 07) EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 (09 99) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 51 (04 13) AMENDMENT OF LIQUOR LIABILITY EXCLUSION-EXCEPTION FOR SCHEDULED PREMISES
OR ACTIVITIES
CG 21 66 (06 15) EXCLUSION-VOLUNTEER WORKERS
CG 21 67 (12 04) FUNGI OR BACTERIA EXCLUSION
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 96 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CG 25 04 (05 09) DESIGNATED LOCATION(S) GENERAL AGGREGATE LIMIT
CIS DEC T 01 (10 17) COMMON POLICY DECLARATIONS-GL
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT 01 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS CGL DEC 01 (10 17) COMMERCIAL GENERAL LIABILITY DECLARATIONS
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS GL 30 01 (10 17) EXCLUSION-BANNED SUBSTANCES
CIS GL 34 50 (10 17) EXCLUSION-LIQUOR LIABILITY
CIS GL 34 51 (10 17) EXCLUSION-ASSAULT OR BATTERY
CIS GL 34 52 (10 17) EXCLUSION-ASBESTOS
CIS GL 34 53 (10 17) EXCLUSION-FIREARMS
CIS GL 34 54 (10 17) EXCLUSION-ANIMAL
CIS GL 34 55 (10 17) EXCLUSION-AMERICANS WITH DISABILITIES ACT
CIS GL 34 56 (10 17) EXCLUSION-RESIDENTIAL OCCUPANCY
CIS GL 34 57 (10 17) EXCLUSION-LEAD
CIS GL 34 58 (10 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS GL 34 59 (10 17) EXCLUSION-CROSS SUITS
CIS GL 34 60 (10 17) EXCLUSION-FIDUCIARY
CIS GL 34 61 (10 17) EXCLUSION-GOVERNMENTAL ACTS AND CRIMINAL ACTIVITIES
CIS GL 34 62 (10 17) EXCLUSION-PROFESSIONAL SERVICES
CIS GL 34 66 (11 19) EXCLUSION â€ SPECIFIED DISEASE
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT

Subjectivities — All Subjectivities Required Prior To Binding:

- Signed and dated Cannasure Marijuana Application – Must reflect bound quote
- PLEASE CONFIRM ARMED GUARDS are THIRD PARTY CONTRACTORS with RISK TRANSFER IN PLACE
- 3 years currently valued Loss Runs or No Known Loss Letter
- Copy of the insured's active state license to grow, process or dispense marijuana
- Completed and signed TRIA Rejection Form **** (if not signed, TRIA will automatically be added to premium) ****
- Completed Surplus Lines State Diligent Search Form
- Completed, signed and dated Cannasure Bind Request Form
- Signed and dated Surplus Lines Placement and Fee Agreement

Important Notice:

Coverage will not be bound until a written order is received and all conditions and subjectivities are reviewed and approved by the Underwriter.

Please be advised, the terms and conditions proposed herein may not meet all the requested specifications, requested or desired coverage(s) or specifications, and it may not mirror or be the equivalent to any current or expiring terms the applicant may have. Please read and review the specifications herein carefully for your protection.

**DECLARATION OF NO KNOWN LOSS
NO MATERIAL CHANGE**

CARRIER NAME: Topa Insurance Company

POLICY NUMBER: TBD

APPLICANT/INSURED NAME: Buddies Ice Cream Inc; Holyoke Leaf Inc

COVERAGE EFFECTIVE DATE:

The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured, or, against the corporate entity or any predecessor corporate entity prior to the coverage effective date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

INSUREDS SIGNATURE: _____

INSURED - PRINT NAME: _____

TITLE: _____

DATE: _____

**NOTICE OF SURPLUS LINES PLACEMENT DISCLOSURE
AND FEE AGREEMENT DISCLOSURE**

PLEASE READ IT CAREFULLY

Surplus Lines Disclosure:

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

- At my direction, I have agreed to this placement. I understand that persons and/or businesses insured by surplus lines carriers are not protected by the state guaranty fund, with respect to any right of recovery for the obligation of an insolvent unlicensed insurer. The insurance is placed with a surplus lines company that is not subject to many of the state's regulations.

Fee Agreement Disclosure:

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

- Amount of Administrative Fee: \$250

Named Insured Signature: _____

Date: _____

BIND REQUEST FORM

NamedInsured: Buddies Ice Cream Inc; Holyoke Leaf Inc

TypeofCoverage: Commercial General Liability

InsuranceCarrier: Topa Insurance Company

EffectiveDate:

Premium: \$1,250.00

Taxes/Fees: \$300.00

Total: **\$1,550.00**

Please check one of the following:

☐ I elect to pay the full premium amount within 10 days of binding coverage

☐ I elect to finance the premium through CIS Insurance Services, LLC and pay in monthly installments to GOTO Premium Finance.

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

Named Insured Signature: _____

Named Insured - Print Name: _____

Date: _____

POLICYHOLDERS DISCLOSURE NOTICE TERRORISM INSURANCE COVERAGE (OFFER AND/OR DECLINATION)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, 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 certain carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Prospective Premium \$ _____.

You have the right to decline this coverage for certified acts of terrorism. To decline, please sign this notice and promptly return to us or to your insurance representative.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Policy Number

Print Name

Date



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

May 28, 2020

Insurance Proposal Prepared Exclusively For:

Buddies Ice Cream Inc; Holyoke Leaf Inc
63 Jackson St
Holyoke, MA 01040

Prepared By

Nichole Manochi
(440) 401-2148
nmanochi@cannasure.com

Quote Information

Named Insured	Buddies Ice Cream Inc; Holyoke Leaf Inc
Issuing Company	Topa Insurance Company; A.M. Best Rated A- (Excellent)
Admitted	No
Coverage	Product Liability
Policy Term	12 Months
Description of Business	Cultivator/Processor

Premium Summary

Total Premium, Taxes, Fees	
Product Liability Premium	\$4,457.00
Policy Fee	\$250.00
Taxes	\$178.28
Total Amount Due	\$4,885.28*

**Premiums noted above do not include Terrorism coverage. Terrorism coverage is available for an additional premium*

Additional Comments

25% Minimum Earned Premium
10% Retail Agent Commission

Please make checks payable to:
Please mail payment to:

CIS Insurance Services. LLC
1468 W. 9th Street
Cleveland, OH 44113



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

Product Liability Quote

May 28, 2020

Coverage Information

Coverage	Products Liability
Coverage Form	Claims Made
Retroactive Date	Inception

Limits

Each Occurrence Limit	\$1,000,000
Aggregate Limit	\$2,000,000

Deductible

Per Claim	\$2,500
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Additional Coverages

Limited Product Withdrawal Limit / Deductible	\$250,000 / \$25,000 Per Claim
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Classification

Operations	Cultivator/Processor
Premium Basis/ Exposure	\$1,000,000 Sales

Schedule of Named Insureds

Buddies Ice Cream Inc; Holyoke Leaf Inc

Additional Comments

Defense is within limits

Optional Coverages Available (additional premium may apply and underwriting required)

Limited Pesticide Coverage	Included
Limited Product Withdrawal	\$250,000 limit available for \$1,500 premium , plus tax
Professional Liability Sublimit	\$50,000 Sublimit available for \$350 premium, plus tax
Terrorism	\$111.00 a/p, plus tax

FORMS LIST

CG 00 38 (04 13) PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE FORM
CG 03 00 (01 96) DEDUCTIBLE LIABILITY INSURANCE
CG 21 73 (01 15) EXCLUSION OF CERTIFIED ACTS OF TERRORISM
CG 21 98 (12 07) TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 24 10 (07 98) EXCESS PROVISION-VENDORS
CG 33 59 (05 14) EXCLUSION-ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFO
CG 33 70 (03 05) SILICA OR SILICA-RELATED DUST EXCLUSION
CG 33 76 (05 09) COMMUNICABLE DISEASE EXCLUSION
CIS ASF (04 19) TWO OR MORE COVERAGE FORMS OR POLICIES ISSUED BY US
CIS AUDIT PRODUCT 02 (10 17) AUDIT PREMIUMS-AMENDATORY ENDORSEMENT
CIS DISCLOSURE TRIA (12 17) DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CIS FORMS (10 17) FORMS AND ENDORSEMENTS THAT APPLY TO THIS POLICY
CIS MP 004 (10 17) 25% MINIMUM EARNED PREMIUM ENDORSEMENT
CIS PROD DEC 01 (11 17) PRODUCTS/COMPLETED OPERATIONS LIABILITY DECLARATIONS
CIS PROD DWL 01 (12 17) AMENDMENT-DEFENSE WITHIN LIMITS
CIS PROD EX 001 (10 19) EXCLUSION-SPECIFIED PRODUCTS OR SUBSTANCES
CIS PROD EX 002 (11 17) EXCLUSION-SPECIFIED NUTRACEUTICAL SUBSTANCES
CIS PROD EX 003 (11 17) EXCLUSION-NEW ENTITIES
CIS PROD EX 004 (11 17) FUNGI OR BACTERIA EXCLUSION
CIS PROD EX 006 (11 17) EXCLUSION-CROSS SUITS
CIS PROD EX 007 (11 17) EXCLUSION-ADDITIONAL DAMAGES, TAXES, FINES OR PENALTIES
CIS PROD EX 008 (11 17) ILLEGAL FERTILIZER EXCLUSION
CIS PROD EX 012 (11 19) EXCLUSION "SPECIFIED DISEASE
CIS PROD PEST (11 17) LIMITED PESTICIDE COVERAGE
CIS PROD WD 01 (11 17) LIMITED PRODUCT WITHDRAWAL EXPENSE ENDORSEMENT
CIS SUIT T N006 (10 17) SERVICE OF SUIT CLAUSE
CISDEC T 01 (10 17) COMMON POLICY DECLARATIONS - PROD
IL 00 17 (11 98) COMMON POLICY CONDITIONS
IL 00 21 (09 08) NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT
IL N 001 (09 03) FRAUD STATEMENT

Subjectivities – All Subjectivities Required Prior To Binding:

- Signed and dated Cannasure Marijuana Application – ***Must reflect bound quote***
- Confirm a written Product Recall plan is in place for Product Withdrawal coverage
- 3 years currently valued Loss Runs or No Known Loss Letter
- Copy of the insured's active state license to grow, process or dispense marijuana
- Completed and signed TRIA Rejection Form *****(if not signed, TRIA will automatically be added to premium)*****
- Completed Surplus Lines Diligent Search Form - signed and dated by the retail agent - **STATE REQUIREMENT**
- Copy of all product labels
- Completed, signed and dated Cannasure Bind Request Form.
- Signed and dated Surplus Lines Placement and Fee Agreement

Important Notice:

Coverage may not be bound until a written order is received and all conditions and subjectivities are reviewed and approved by the Underwriter.

Please be advised, the terms and conditions proposed herein may not meet all the requested specifications, requested or desired coverage(s) or specifications, and it may not mirror or be the equivalent to any current or expiring terms the applicant may have. Please read and review the specifications herein carefully for your protection.

If bound, coverage will be provided on a non-admitted surplus lines basis.



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

DECLARATION OF NO KNOWN LOSS NO MATERIAL CHANGE

CARRIER NAME: Topa Insurance Company

POLICY NUMBER: TBD

APPLICANT/INSURED NAME: Buddies Ice Cream Inc; Holyoke Leaf Inc

COVERAGE EFFECTIVE DATE:

The Applicant/Insured declares and warrants that after diligent inquiry, no claims or suits have been made against the applicant/insured, or, against the corporate entity or any predecessor corporate entity prior to the coverage effective date of this letter. Also, no Applicant, Named Insured(s), Additional Insured(s) or any person or entity which qualifies as an Insured has any knowledge of any incident, circumstance, act, error, omission or personal injury which may give rise to a claim being made against the Applicant, Insured, or against the corporate entity or any predecessor corporate entity.

The Applicant/Insured declares and warrants that the statements set forth herein are true and no material facts have been omitted or misstated. The Applicant/Insured further declares and recognizes that this declaration is material to acceptance of the risk and that Underwriters reserve the right to rescind coverage of any Policy that is issued as a result of this application if the statements set forth herein and any attachments are erroneous for any reason.

SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____



1468 W. 9th Street
Cleveland, OH 44113
Phone: (800) 420-5757
Fax: (800) 420-1975

**NOTICE OF SURPLUS LINES PLACEMENT TO INSURED
CIS INSURANCE SERVICES, LLC
PLEASE READ IT CAREFULLY**

Notice to Insured:

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

- 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
- In the event of insolvency of the surplus lines insurer, losses will not be paid by my state insurance guaranty association.

Notice of Administrative Fee:

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

- Amount of Administrative Fee: \$250

Signature: _____

Date: _____

BIND REQUEST FORM

Named Insured: Buddies Ice Cream Inc; Holyoke Leaf Inc

Type of Coverage: Product Liability

Insurance Carrier: Topa Insurance Company

Effective Date:

Premium: \$4,457.00

Taxes/Fees: \$428.28

Total: \$4,885.28

Please check one of the following:

1. ☐ I elect to pay the full premium amount within 10 days of binding coverage
2. ☐ I elect to finance the premium through CIS Insurance Services, LLC and pay in monthly installments to GOTO Premium Finance.
3. ☐ I elect to finance the premium through retail agent (agreement to be provided upon binding)

Signature of Authorized Representative: _____

Name of Authorized Representative: _____

Date: _____

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

POLICYHOLDERS DISCLOSURE NOTICE TERRORISM INSURANCE COVERAGE (OFFER AND/OR DECLINATION)

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from acts of terrorism. As *defined in Section 102(1) of the Act*: The term "act of terrorism" means any act or acts that are certified by the Secretary of the Treasury in consultation with the Secretary of Homeland Security, 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 certain carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals 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.

YOU SHOULD KNOW THAT WHERE COVERAGE IS PROVIDED BY THIS POLICY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM, SUCH LOSSES MAY BE PARTIALLY REIMBURSED BY THE UNITED STATES GOVERNMENT UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. HOWEVER, YOUR POLICY MAY CONTAIN OTHER EXCLUSIONS WHICH MIGHT AFFECT YOUR COVERAGE, SUCH AS AN EXCLUSION FOR NUCLEAR EVENTS. UNDER THE FORMULA, THE UNITED STATES GOVERNMENT GENERALLY REIMBURSES 85% THROUGH 2015; 84% BEGINNING ON JANUARY 1, 2016; 83% BEGINNING ON JANUARY 1, 2017; 82% BEGINNING ON JANUARY 1, 2018; 81% BEGINNING ON JANUARY 1, 2019 AND 80% BEGINNING ON JANUARY 1, 2020, OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGE FOR THIS COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS THAT MAY BE COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

YOU SHOULD ALSO KNOW THAT THE TERRORISM RISK INSURANCE ACT, AS AMENDED, CONTAINS A \$100 BILLION CAP THAT LIMITS U.S. GOVERNMENT REIMBURSEMENT AS WELL AS INSURERS' LIABILITY FOR LOSSES RESULTING FROM CERTIFIED ACTS OF TERRORISM WHEN THE AMOUNT OF SUCH LOSSES IN ANY ONE CALENDAR YEAR EXCEEDS \$100 BILLION. IF THE AGGREGATE INSURED LOSSES FOR ALL INSURERS EXCEED \$100 BILLION, YOUR COVERAGE MAY BE REDUCED.

Terrorism Coverage Prospective Premium \$ _____.

You have the right to decline this coverage for certified acts of terrorism. To decline, please sign this notice and promptly return to us or to your insurance representative.

I hereby decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Policyholder/Applicant's Signature

Policy Number

Print Name

Date

MAINTENANCE OF FINANCIAL RECORDS

To describe the maintenance of financial records procedures, pursuant to 935
CMR 500.101(c), and 935 CMR 500.105.

SOP 1400



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OPERATING POLICIES AND PROCEDURES MAINTENANCE OF FINANCIAL RECORDS

SOP 1200 – FINANCIAL RECORDS MANAGEMENT

APPROVED BY RUDDY SANTANA, CEO

EFFECTIVE 1/15/2020

OBJECTIVE

To describe procedures for financial records management in accordance with GAAP.

SCOPE

This procedure applies to financial record management procedures.

RESPONSIBILITY

- 1.1.1 Director of Production
- 1.1.2 Director of Manufacturing

ACCOUNTABILITY

- 1.1.3 Chief Executive Officer

PROCEDURES

- 1.1.4 Pursuant to 935 CMR 500.105(9), the financial records of the company shall be maintained in accordance with generally accepted accounting principles.
- 1.1.5 Pursuant to 935 CMR 500.105(9), business records, include manual or computerized records of:
 - 1.1.5.1 Assets and liabilities;
 - 1.1.5.2 Monetary transactions;
 - 1.1.5.3 Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - 1.1.5.4 Sales records including the quantity, form, and cost of marijuana products; and
 - 1.1.5.5 Salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any persons having direct or indirect control over the marijuana establishment.



- 1.1.6 Pursuant to 935 CMR 500.101(c), we will keep and maintain financial records through the use of accounting software.
 - 1.1.6.1 Quickbooks online allows us to continually backup our files to a cloud based storage,
 - 1.1.6.2 We maintain a hard copy as well.
- 1.1.7 Pursuant to 935 CMR 500.101(c), we will establish Business Bank Accounts
 - 1.1.7.1 A business bank account allows for us to easily track business income and expenses.
- 1.1.8 Pursuant to 935 CMR 500.101(c), we will avoid Using Cash
 - 1.1.8.1 We use a credit or debit card, or check instead of cash as there is a paper trail to follow and this practice will help to keep track of expenses
- 1.1.9 Pursuant to 935 CMR 500.101(c), we will schedule a Specific Time Each Week
 - 1.1.9.1 We take some time each week to review our income and expenses, and manage our accounts receivable and payable.
- 1.1.10 Tax Obligations
 - 1.1.10.1 Keeping and maintaining accurate accounting records enables our company to meet all of our tax obligations and regular filing requirements without having to worry about paying a penalty or interest for a missed or late payment.

*remainder of page left blank intentionally



1.1.11 SBA Record Keeping Schedule Guidance

Sample Record Retention Schedule

(Subject to business-specific requirements)

Accounting and Fiscal

Invoices and receivables.....	5 years
Checks and payables	5 years
Auditors reports	permanently
Annual statements	permanently
Inventory	4 years

Personnel

Payroll	6 years
Contracts	4-5 years
Personnel files	3 years
Insurance records.....	5 years
Timecards.....	2 years
Retirement plans	permanently

Business and Corporate

Contracts	7 years
Copyrights	permanently
Correspondence.....	3 years
Leases.....	6 years
Property records	permanently
Customer records.....	business specific
Sales records.....	business specific
Licenses.....	as required
Permits.....	as required
Insurance policy	as required

Taxation

Tax returns	permanently
Employee withholding	7 years
Tax bills and statements	permanently
1099 form for contractor or nonemployee compensation.....	permanently

If there is pending or threatened litigation involving your business, discuss with your attorney the need to preserve business records for litigation purposes.

QUALIFICATIONS & TRAINING

To describe qualifications and training policies pursuant to 935
CMR 500.101(1)(c), and 935 CMR 500.105(2)(b)

SOP 1500



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OPERATING POLICIES AND PROCEDURES QUALIFICATIONS AND TRAINING

SOP 1500 –QUALIFICATIONS AND TRAINING

APPROVED BY RUDDY SANTANA, CEO

EFFECTIVE 1/15/2020

Updated 2/16/2020

OBJECTIVE

To describe qualifications and training policies.

SCOPE

This procedure applies to qualifications and training policies.

RESPONSIBILITY

1.1.1 Processing Manager

1.1.2 Cultivation Manager

ACCOUNTABILITY

1.1.3 Director of Production

1.1.4 Director of Manufacturing

PROCEDURES

Qualifications, pursuant to 935 CMR 500.101(c)

1.1.5

Director of Production - Required experience, qualifications and education: a minimum of a Bachelor's degree, or ten to twelve years related experience and/or training, or equivalent combination of education and experience. Must be able to pass applicable background checks, and agree to comply with policies, procedures and confidentiality requirements as set forth by the company.

Director of Manufacturing - Required experience, and education qualifications: An advanced degree in Chemistry or very closely related Sciences field. A minimum of 10+ years in a similar industry/scientific environment. Must be able to pass applicable background checks, and agree to comply with policies, procedures and confidentiality requirements as set forth by the employer.

Cultivation Manager - Required experience, qualifications and education: The Cultivation Manager should have a bachelor or associate degree from a college/university. The individual's



background should be within management, preferably in the agriculture field. He or she needs to be able to oversee a team of individuals to ensure all plants are ready and harvesting on schedule.

Vegetation Agent - Required experience, qualifications and education: The Vegetation Agent should have a high school diploma at minimum or an equivalent. The individual should have an interest in understanding the vegetative stage of the cultivation of cannabis. They need to be able to collaborate with team members to ensure success of their area.

Clone Agent - Required experience, qualifications and education: The Clone Agent should have a high school diploma at minimum or an equivalent. The individual should have an interest in understanding the clone stage of the cultivation of cannabis. He or she needs to be able to collaborate with team members to ensure success of their area.

Flowering Zone Agent - Required experience, qualifications and education: The Flowering Zone Supervisor should have a high school diploma at minimum or an equivalent. The individual needs to have experience in agriculture and managing a team for at least two-three years. He or she needs to be able to identify problem areas and report to the team and management effectively. Must be able coordinate with team members to ensure product standards.

Processing Manager - Required experience, qualifications and education: The Processing Manager should have a high school diploma at minimum or an equivalent. Experience working within a manufacturing or agricultural setting and managing staff. Experience studying cannabinoid products and developments. Critical thinking and ability to adjust plans based on needs presented in real time. Well-versed in regulations.

Processing Agents - Required experience, qualifications and education: The Processing Agent should have a high school diploma at minimum or an equivalent. Basic labor skill set required, with experience working within a manufacturing or agricultural setting preferred.

Packaging Team Lead - Required experience, qualifications and education: The Packaging Team Lead should have a bachelor or associate degree from a college/university. The individual's background should be within management, preferably in the agriculture field or packaging industry. He or she needs to be able to oversee a team of individuals to ensure all packaging is ready and on schedule for delivery to dispensaries.

Packaging Agent - Required experience, qualifications and education: The Cannabis Packaging Agent should have a high school diploma at minimum or an equivalent. The individual should have an interest in understanding the packaging of the cultivation of cannabis. They need to be able to collaborate with team members to ensure success of their area.



Training, pursuant to 935 CMR 500.105

- 1.1.6 Ensure that all Marijuana Establishment Agents complete training prior to performing job functions.
- 1.1.7 Training shall be tailored to the roles and responsibilities of the job function of each Marijuana Establishment Agent, and at a minimum must include a Responsible Vendor Training Program under 935 CMR 500.105(2)(b).
- 1.1.8 Once designated a "Responsible Vendor", all new employees involved in the handling and sale of Marijuana for adult use shall successfully complete a Responsible Vendor Training Program within 90 days of hire.
- 1.1.9 After initial successful completion of a Responsible Vendor Training Program, each Owner, manager, and employee involved in the handling and sale of Marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "Responsible Vendor"
- 1.1.10 Our company must maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours
- 1.1.11 Agents responsible for tracking and entering product into the Seed-to-sale METRC system must receive training in a form and manner determined by the Commission.
- 1.1.12 At a minimum, staff will receive eight hours of on-going training annually.
- 1.1.13 Our company will provide training upon hire as well as annually to each employee including but not limited to:
 - 1.1.13.1 Health, safety, and sanitation standards as required by the Commission;
 - 1.1.13.2 Security procedures;
 - 1.1.13.3 Prohibitions and enforcement as described by 935 CMR 500.141;
 - 1.1.13.4 Confidentiality and all other provisions of 935 CMR 500.105 that apply to the individual's scope of employment.
 - 1.1.13.5 Food safety training pursuant to Massachusetts Food Establishment Regulation in 2001.

OPERATING POLICIES AND PROCEDURES RECORDS KEEPING

SOP 1200 – RECORDS KEEPING

APPROVED BY RUDDY SANTANA, CEO

EFFECTIVE 1/15/2020

Updated: 5/5/2020

OBJECTIVE

To describe records keeping policies.

SCOPE

This procedure applies to record keeping of all aspects of business.

RESPONSIBILITY

- 1.1.1 Processing Manager
- 1.1.2 Cultivation Manager
- 1.1.3 Area agents

ACCOUNTABILITY

- 1.1.4 Director of Production

PROCEDURES

- 1.1.5 Pursuant to 935 CMR 500.105(9), we shall maintain our records in accordance with generally accepted accounting principles.
- 1.1.6 Pursuant to 935 CMR 500.105(9), and as required by 935 CMR 500.105(1), written operating procedures shall be maintained
- 1.1.7 Pursuant to 935 CMR 500.105(9), and as required by 935 CMR 500.105(8) we shall maintain inventory records.
- 1.1.8 Pursuant to 935 CMR 500.105(9), and as required by 935 CMR 500.105(8)(e), we shall establish a seed-to-sale tracking records for all marijuana
- 1.1.9 Pursuant to 935 CMR 500.105(9), the following personnel records shall be maintained:
 - 1.1.9.1 Job descriptions for each agent;
 - 1.1.9.2 A personnel record for each agent.
 - 1.1.9.3 A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;



- 1.1.9.4 Personnel policies and procedures; and
- 1.1.9.5 Pursuant to 935 CMR 500.030, all background check reports obtained.
- 1.1.9.6 Pursuant to 935 CMR 500.105(9), the following business records shall be maintained:
 - 1.1.9.6.1 Assets and liabilities;
 - 1.1.9.6.2 Monetary transactions;
 - 1.1.9.6.3 Books of accounts;
 - 1.1.9.6.4 Sales records, Salaries and wages paid to each employee

OPERATING POLICIES AND PROCEDURES QUALITY CONTROL AND TESTING

SOP 1000 – QUALITY CONTROL AND TESTING OF MARIJUANA APPROVED BY RUDDY SANTANA, CEO EFFECTIVE 1/15/2020

Updated 5/28

OBJECTIVE

To describe quality control and testing procedures.

SCOPE

This procedure applies to the quality control and testing of marijuana and products.

RESPONSIBILITY

- 1.1.1 Processing Manager
- 1.1.2 Cultivation Manager
- 1.1.3 Zone Agent

ACCOUNTABILITY

- 1.1.4 Director of Operations

PROCEDURES

- 1.1.5 To ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
 - 1.1.5.1 Well cured and generally free of seeds and stems;
 - 1.1.5.2 Free of dirt, sand, debris, and other foreign matter;
 - 1.1.5.3 Free of contamination by mold, rot, other fungus, and bacterial diseases;
 - 1.1.5.4 Prepared and handled on food-grade stainless steel tables; and
 - 1.1.5.5 Packaged in a secure area. 935 CMR 500.105(3) (required for cultivators, product manufacturers, microbusiness, and craft marijuana cooperatives)
- 1.1.6 All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000.
- 1.1.7 Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
 - 1.1.7.1 Maintaining adequate personal cleanliness; and
 - 1.1.7.2 Washing hands appropriately. 935 CMR 500.105(3)



- 1.1.8 Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. 935 CMR 500.105(3)
- 1.1.9 There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. 935 CMR 500.105(3)
- 1.1.10 Pursuant to 935 CMR 500.105(12). 935 CMR 500.105(3), Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.11 Pursuant to 935 CMR 500.105(3), floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.12 Pursuant to 935 CMR 500.105(3), all contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination..
- 1.1.13 Pursuant to 935 CMR 500.105(3), all toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.14 Pursuant to 935 CMR 500.105(3), water supply shall be sufficient for necessary operations.
- 1.1.15 Pursuant to 935 CMR 500.105(3), plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.16 Pursuant to 935 CMR 500.105(3), the establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.17 Pursuant to 935 CMR 500.105(3), storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.



Testing Procedures, pursuant to 935 CMR 500.160

- 1.1.23 No Marijuana Product, including Marijuana, shall be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
- 1.1.24 Our products shall be deemed to comply with the standards required under 935 CMR 500.160.
- 1.1.25 Adult Use of Marijuana. Testing of Marijuana Products shall be performed by an Independent Testing Laboratory in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products.
- 1.1.26 Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the Commission.
- 1.1.27 Marijuana shall be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides.
- 1.1.28 We shall notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch.
- 1.1.29 We shall notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
- 1.1.30 The notification shall be from both the Company and the Independent Testing Laboratory, separately and directly.
- 1.1.31 The notification from the Company shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
- 1.1.32 We shall maintain the results of all testing for no less than one year.
- 1.1.33 Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.
- 1.1.34 Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).
- 1.1.35 Marijuana and Marijuana Products submitted for retesting prior to remediation must be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.
- 1.1.36 Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation

**OPERATING POLICIES AND PROCEDURES
PLAN TO RESTRICT ACCESS TO AGE 21 AND OLDER**

SOP 500 – PLAN TO RESTRICT ACCESS TO AGE 21 AND OLDER

APPROVED BY RUDDY SANTANA, CEO

EFFECTIVE 1/15/2020

Updated 6/2/2020

OBJECTIVE

To describe procedures for restricting access to age 21 and older.

SCOPE

This procedure applies to the restriction of access to age 21 and older.

RESPONSIBILITY

1.1.1 Security Officer

1.1.2 All personnel

ACCOUNTABILITY

1.1.3 Director of Operations

PROCEDURES

1.1.3.0 All visitors must be 21 years of age or older. 935 CMR 500.002

1.1.3.1 All marijuana establishment agents must be over 21 years old pursuant to 935 CMR 500.030

1.1.3.2 We do not use images, branding or marketing that are appealing to person younger than 21 years old, provide sponsorship of a charitable, sporting or similar event unless at least 85% of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data pursuant to 935 CMR 500.105(4)(a) and 935 CMR 500.105(4)(b)

1.1.3.3 Pursuant to 935 CMR 500.110(1)(a), and 935 CMR 500.140(2), we positively identify individuals seeking access to the premises of the company or to whom or Marijuana Products are being transported pursuant to 935 CMR 500.105(14) to limit access solely to individuals 21 years of age or older through the use of identification badges.

1.1.3.4 Pursuant to 935 CMR 500.105(1)(p), our Company has also established procedures to:

1.1.3.4.1 Work on underage consumption as a community health and safety problem that everyone can solve together.



- 1.1.3.4.2 Organize workshops to educate community about underage cannabis use.
- 1.1.3.4.3 Support the message that underage consumption is not okay.
- 1.1.3.4.4 Work with sponsors of community events to help them send the message that underage consumption is not allowed.
- 1.1.3.4.5 Help get the word out about policies to prevent underage consumption.
- 1.1.3.4.6 Help people learn about the latest research on underage cannabis use
- 1.1.3.4.7 Provide information about the dangers of youth cannabis use for teens and others.
- 1.1.3.4.8 Believe an informed public is key to ending underage consumption.
- 1.1.3.4.9 Teach young people about the dangers of underage cannabis use.
- 1.1.3.4.10 Support programs that help teens already involved with consumption.

OPERATING POLICIES AND PROCEDURES
PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

SOP 1100 – PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS
APPROVED BY RUDDY SANTANA, CEO
EFFECTIVE 1/15/2020
Updated 6/2/2020

OBJECTIVE

To describe personnel policies.

SCOPE

This procedure applies to personnel policies.

RESPONSIBILITY

- 1.1.1 Processing Manager
- 1.1.2 Manufacturing Manager

ACCOUNTABILITY

- 1.1.3 Director of Production
- 1.1.4 Director of Manufacturing

PROCEDURES

Staffing and Dismissal of Agents, pursuant to 935 CMR 500.105(9). 935 CMR 500.105(1)

- 1.1.1 Our Company will maintain a staffing plan and records in compliance with 935 CMR 500.105(9). 935 CMR 500.105(1)
- 1.1.2 Our Company will maintain a policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)

Registration of Agents, pursuant to 935 CMR 500.030

- 1.1.1 Our company will apply for Marijuana Agent registrations for all board members, directors, employees, executives, managers, and volunteers who are associated with operation and are not already registered.
- 1.1.2 We ensure that all staff on-boarded follows the state guidelines for registering new employees.
- 1.1.3 All employees will ensure compliance with the requirements and processes in place before employment can begin.



- 1.1.4 Once registered, all employees will have their card visible on their person always within the facilities.
- 1.1.5 All Marijuana Establishment Agents will be at least 21 years old.
- 1.1.6 Have not been convicted of a felony drug offense and have not been convicted of an offense involving the distribution of a controlled substance to minors in the Commonwealth, or a like violation of the laws in another state, the United States or a military, territorial, or Indian tribal authority.
- 1.1.7 Employees will register at each facility they are affiliated with.

Background Checks, pursuant to 935 CMR 500.803

- 1.1.8 For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.803
- 1.1.9 All conditions, offenses, and violations are construed to include Massachusetts law or similar law(s) of Other Jurisdictions
- 1.1.10 All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation.
- 1.1.11 Juvenile dispositions will not be considered as a factor for determining suitability.
- 1.1.12 Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.803
- 1.1.13 All suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800.
- 1.1.14 In addition to the requirements established in 935 CMR 500.800 will:
- 1.1.15 Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.803
- 1.1.16 Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS

Separated Employees, pursuant to 935 CMR 500.030

- 1.1.1 We will notify CCC within 1 business day after a voluntary or involuntary termination occurs.
- 1.1.2 Employee access cards will be immediately disabled along with any logins associated with the employee's current access level.

Access Cards, pursuant to 935 CMR 500.030

- 1.1.1 Company will maintain records of all employee registration card expiration dates.
- 1.1.2 Registration cards are valid for 1 year from the date of issue and can be renewed on an annual basis within CCC guidelines.



- 1.1.3 All access control cards will mirror these dates to ensure unapproved access is prevented.

Change of Information/Lost Card, pursuant to 935 CMR 500.030

- 1.1.1 In the event an employee changes any or all the information provided for the original application of registration card, the employee will submit notification to both the company and CCC within 5 business days.
- 1.1.2 For access cards that are lost or stolen, security will be notified immediately to disable the card.

Tobacco, Alcohol, Guns & Drug Use, pursuant to 935 CMR 500.105(1)(b)

- 1.1.1 We maintain zero tolerance policy
- 1.1.2 Employees will keep all items off company property

Harassment Policy, pursuant to 935 CMR 500.101

- 1.1.1 We strictly prohibit discrimination or harassment based on race, color, religion, sex, age, national origin, disability, veteran status, pregnancy, sexual orientation, or identity.

Attendance Policy

- 1.1.1 The competition does not take time off, and money never sleeps.
- 1.1.2 If unable to attend please contact manager directly
- 1.1.3 Please do not leave a message

Confidentiality Policy, pursuant to 935 CMR 500.105

- 1.1.1 Employees are trusted not to disclose, share or distribute sensitive or confidential information encountered throughout the work life
- 1.1.2 An NDA may be required

Public Identity

- 1.1.1 Employees are encouraged to serve as responsible brand ambassadors.
- 1.1.2 Employees may not post to the internet information that is sensitive to company operations or in violation of CCC regulations.

Staff Meetings, pursuant to 935 CMR 500.101

- 1.1.19 Team meetings will be implemented organization-wide and will provide opportunities for team members to receive updated training as required by 935 CMR 500.101(1)(c), and to discuss current trends and ideas on how to make processes more effective or efficient.
- 1.1.20 Team meetings will, at the very least, be held once a week for each facility as well as a weekly meeting between all facility managers.



- 1.1.21 Shift Meetings Shift meeting will be held on a daily basis between team members and the facility manager or commission leads.
- 1.1.22 A shift meeting will be held prior to the start of business each day to discuss workflow and goals for the shift.
- 1.1.23 A meeting will also be held at the closure of business to discuss the day's operations and to determine if shift goals were achieved.



MANAGEMENT & OPERATIONS PROFILE

DIVERSITY PLAN

A. DIVERSITY PLAN GOAL –

1. To increase minority, women, and persons with disabilities representation and inclusion in our cannabis operation to 15%, 20%, and 15%, respectively.

B. DIVERSITY PLAN PROGRAM –

2. Our Company shall post monthly advertisements in the local newspaper, The Republican, stating that the establishment is specifically looking for women, minorities, or persons with disabilities to work for the establishment.

C. DIVERSITY PLAN MEASUREMENT

3. As per the Guidance on Required Diversity Plan, metrics that will be utilized by the Company include the following:
 - a. Annual employee satisfaction surveys
 - b. Number of positions created since initial licensure
 - c. Annual count of number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license. This number will be assessed from the total number of individuals hired to ensure that percentages of all individuals hired fall within our goal.
 - d. The progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

D. AFFIRMATIONS

4. Our Company will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
5. Our Company will not take any action, or institute programs that will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.