



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281970
Original Issued Date: 08/15/2019
Issued Date: 11/19/2020
Expiration Date: 11/21/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Canna Provisions Inc

Phone Number: 303-981-2453 Email Address: meg@cannaprovisionsgroup.com

Business Address 1: 220 Housatonic Street

Business Address 2:

Business City: Lee

Business State: MA

Business Zip Code: 01238

Mailing Address 1: 220 Housatonic Street

Mailing Address 2:

Mailing City: Lee

Mailing State: MA

Mailing Zip Code: 01238

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: RMD Priority

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number: RPA201852

RMD INFORMATION

Name of RMD: BCWC LLC

Department of Public Health RMD Registration Number:

Operational and Registration Status: Obtained Provisional Certificate of Registration only

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 10.13

Percentage Of Control: 45

Role: Executive / Officer

Other Role:

First Name: Megan

Last Name: Sanders

Suffix:

Gender: Female

User Defined Gender: F

Date generated: 12/03/2020

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What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10.13 Percentage Of Control: 45

Role: Owner / Partner

Other Role:

First Name: Erik

Last Name: Williams

Suffix:

Gender: Male

User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 24.07 Percentage Of Control: 10

Role: Owner / Partner

Other Role:

First Name: Eugene

Last Name: McCain

Suffix:

Gender: Male

User Defined Gender: M

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Future Farms Technologies, Inc.

Entity DBA:

Email: kate@futurefarmtech.com Phone: 617-312-7497

Address 1: 368 Washington Street, Suite 206

Address 2:

City: Dedham

State: MA

Zip Code: 02026

Types of Capital: Debt

Other Type of Capital:

Total Value of Capital Provided: \$1350000 Percentage of Initial Capital: 100

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

Business Interest in Other State 1

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Megan

Owner Last Name: Sanders

Owner Suffix:

Entity Legal Name: Winkanda, LLC

Entity DBA: Mindful

Entity Description: Winkanda is the parent company that holds 15 Cannabis Licenses across the country in Colorado and Illinois

Entity Phone: 720-364-6158

Entity Email:

Entity Website: <https://bemindful.today/>

Jennifer.kealy@bemindful.today

Entity Address 1: 3880 Holly Street

Entity Address 2:

Entity City: Denver

Entity State: CO

Entity Zip Code: 80207

Entity Country: United States

Entity Mailing Address 1: 3880 Holly Street

Entity Mailing City: Denver Entity Mailing State: CO

Entity Mailing Address 2:

Entity Mailing Zip Code: 80207 Entity Mailing Country: United States

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Erik Owner Last Name: Williams Owner Suffix:

Entity Legal Name: Winkanda, LLC Entity DBA: Mindful

Entity Description: Winkanda is the parent company that holds 15 Cannabis Licenses across the country in Colorado and Illinois

Entity Phone: 720-364-6158 Entity Email: Jennifer.kealy@bemindful.today Entity Website: https://bemindful.today/

Entity Address 1: 3880 Holly Street

Entity Address 2:

Entity City: Denver Entity State: CO Entity Zip Code: 80207 Entity Country: United States

Entity Mailing Address 1: 3880 Holly Street

Entity Mailing Address 2:

Entity Mailing City: Denver Entity Mailing State: CO Entity Mailing Zip Code: 80207 Entity Mailing Country: United States

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Megan Owner Last Name: Sanders Owner Suffix:

Entity Legal Name: Calidutch, Inc. Entity DBA:

Entity Description: Cannabis Cultivation Applicant in California

Entity Phone: 760-613-2561 Entity Email: johnhamala@msn.com Entity Website:

Entity Address 1: 2801 Atadero Ct.

Entity Address 2:

Entity City: Carlsbad Entity State: CA Entity Zip Code: 92009 Entity Country: United States

Entity Mailing Address 1: 2801 Atadero Ct.

Entity Mailing Address 2:

Entity Mailing City: Carlsbad Entity Mailing State: CA Entity Mailing Zip Code: 92009 Entity Mailing Country: United States

Business Interest in Other State 4

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner

Owner First Name: Erik Owner Last Name: Williams Owner Suffix:

Entity Legal Name: Calidutch, Inc. Entity DBA:

Entity Description: Cannabis Cultivation Applicant in California

Entity Phone: 760-613-2561 Entity Email: johnhamala@msn.com Entity Website:

Entity Address 1: 2801 Atadero Ct.

Entity Address 2:

Entity City: Carlsbad Entity State: CA Entity Zip Code: 92009 Entity Country: United States

Entity Mailing Address 1: 2801 Atadero Ct.

Entity Mailing Address 2:

Entity Mailing City: Carlsbad Entity Mailing State: CA Entity Mailing Zip Code: 92009 Entity Mailing Country: United States

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Eugene Last Name: McCain Suffix:

Marijuana Establishment Name: The Verb is Herb **Business Type:** Marijuana Retailer
Marijuana Establishment City: Easthampton **Marijuana Establishment State:** MA

Individual 2

First Name: Erik **Last Name:** Williams **Suffix:**
Marijuana Establishment Name: The Verb is Herb **Business Type:** Marijuana Retailer
Marijuana Establishment City: Easthampton **Marijuana Establishment State:** MA

Individual 3

First Name: Megan **Last Name:** Sanders **Suffix:**
Marijuana Establishment Name: The Verb is Herb **Business Type:** Marijuana Retailer
Marijuana Establishment City: The Verb is Herb **Marijuana Establishment State:** MA

Individual 4

First Name: Eugene **Last Name:** McCain **Suffix:**
Marijuana Establishment Name: Canna Provisions, Inc. **Business Type:** Other
Marijuana Establishment City: Lee and Holyoke **Marijuana Establishment State:** MA

Individual 5

First Name: Erik **Last Name:** Williams **Suffix:**
Marijuana Establishment Name: Canna Provisions, Inc. **Business Type:** Other
Marijuana Establishment City: Lee and Holyoke **Marijuana Establishment State:** MA

Individual 6

First Name: Megan **Last Name:** Sanders **Suffix:**
Marijuana Establishment Name: Canna Provisions, Inc. **Business Type:** Other
Marijuana Establishment City: Lee and Holyoke **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1884 North Main Street
Establishment Address 2: 1884 North Main Street
Establishment City: Sheffield **Establishment Zip Code:** 01257
Approximate square footage of the Establishment: 7200 **How many abutters does this property have?:** 14
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Tier 01: up to 5,000 square feet **Cultivation Environment:** Indoor

FEE QUESTIONS

Cultivation Tier: Tier 01: up to 5,000 square feet **Cultivation Environment:** Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Community Agreement Certification Form_complete.pdf	pdf	5c647a095d4b0b1b3ebbed97	02/13/2019
Community Outreach Meeting Documentation	Sheffield_Comm_Outreachb.pdf	pdf	5c647b34293a5312448e7ea4	02/13/2019

Plan to Remain Compliant with Local Zoning	Plans to Comply with Local Zoning Ordinance.pdf	pdf	5c647ea0b411c1126cf0184c	02/13/2019
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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.: \$1

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT.pdf	pdf	5c647ebc635d511b3474e884	02/13/2019
Plan for Positive Impact	SUPPLEMENTAL INFORMATION Plan to Positively Impact Community of Disproportionate Impact.pdf	pdf	5c8990e2d7a931124ee05a6d	03/13/2019
Plan for Positive Impact	Second Supplemental Info for App of Intent Packet.pdf	pdf	5cdf2bb650e7af1803c1c1d6	05/17/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

Role: Other Role:
 First Name: Erik Last Name: Williams Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 3

Role: Other Role:
 First Name: Eugene Last Name: McCain 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
Secretary of Commonwealth -	MA Sec. of Commonwealth-BCWC-Good	pdf	5c5b57d7c4b7a71b66d10981	02/06/2019

Certificate of Good Standing	Standing.pdf				
Department of Revenue - Certificate of Good standing	Certificate of Good Standing Department Of Revenue August 2018.pdf	pdf	5c5f2c0cd7a931124ee01755	02/09/2019	
Articles of Organization	Articles Of Incorporation SOS.pdf	pdf	5c5f2c4f8d16491b5c0f6752	02/09/2019	
Articles of Organization	Art Entity Conversion_Non-Profit to Corp_Articles of Conversion.pdf	pdf	5c5f30c4eadf341230f65ea1	02/09/2019	
Articles of Organization	Art of Entity Conversion from MA Corp to LLC.pdf	pdf	5c5f30ed293a5312448e7795	02/09/2019	
Articles of Organization	INFORMATION ON REQUIRED BUSINESS DOCUMENTATION.pdf	pdf	5c5f31222724e81b52559abe	02/09/2019	
Bylaws	BCWC LLC Operating Agreement Executed.compressed 03 09 2018.pdf	pdf	5c5f3144edbb73122a614f98	02/09/2019	

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR CGS.pdf	pdf	5f73e0fab635707e886cec7	09/29/2020
Department of Unemployment Assistance - Certificate of Good standing	Certificate of Good Standing CPI 20200924.pdf	pdf	5f73e1135f18f707b2bf157c	09/29/2020
Secretary of Commonwealth - Certificate of Good Standing	SOS COGS 2020.pdf	pdf	5f73e1a011982107a7230f5f	09/29/2020

Massachusetts Business Identification Number: 001316771

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	CP Liability Insurance Plan 2020.pdf	pdf	5f6b98a511982107a722fba5	09/23/2020
Business Plan	Updated Business Plan-9.24.pdf	pdf	5f73e1ec7e8b3807d9e5f578	09/29/2020
Proposed Timeline	Sheffield Cultivation Timeline.pdf	pdf	5f73e5137e8b3807d9e5f57e	09/29/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	CP Cultivation SOP.pdf	pdf	5f6b9bffe3e99907b8659944	09/23/2020
Restricting Access to age 21 and older	CP Cultivation_Policy for Limiting Access to Age 21 and Older.pdf	pdf	5f6b9c00e4c06f07e61d0b92	09/23/2020
Inventory procedures	CP Inventory of Marijuana.pdf	pdf	5f6b9c017e8b3807d9e5e19d	09/23/2020
Maintaining of financial records	CP Maintenance of Financial Records	pdf	5f6b9c035f18f707b2bf01a2	09/23/2020

	Policy and Procedure .pdf			
Qualifications and training	CP Qualifications and Training Policy and Procedure.pdf	pdf	5f6b9c3ad4713f079b923c58	09/23/2020
Prevention of diversion	CP Prevention of Diversion SOP.pdf	pdf	5f6b9c3ba54dc507c1f51678	09/23/2020
Dispensing procedures	CP Policy for Dispensing.pdf	pdf	5f6b9c3c73481907b14c7666	09/23/2020
Separating recreational from medical operations, if applicable	CP Policy for Separating Recreational from Medical Operations.pdf	pdf	5f6b9c3d9bb9f3079928785f	09/23/2020
Personnel policies including background checks	CP Personnel Policies.pdf	pdf	5f6b9c3ebe635707e886ba6b	09/23/2020
Transportation of marijuana	CP Transportation of Marijuana SOP.pdf	pdf	5f6b9c795f18f707b2bf01a6	09/23/2020
Storage of marijuana	CP Storage SOP.pdf	pdf	5f6b9c7a9193d007a2193f0f	09/23/2020
Security plan	CP Security Plan_V2.0.pdf	pdf	5f6b9c7b564e5f07d034a2cf	09/23/2020
Record Keeping procedures	CP Record Keeping Procedure .pdf	pdf	5f6b9c7cf3e55207cefa2b86	09/23/2020
Quality control and testing	CP Quality Control and Product Testing.pdf	pdf	5f6b9c7d11982107a722fbcd	09/23/2020
Diversity plan	CP Diversity Plan_2019_V2.0.pdf	pdf	5f6b9d859193d007a2193f19	09/23/2020
Energy Compliance Plan	CP Energy and Efficiency Plan.pdf	pdf	5f6b9e9de3e99907b865996c	09/23/2020

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 Agree

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: *Note- Canna Provisions Has updated our Plan for Positive Impact since our original Submission. This updated plan outlines more specific goals with measurements that will help us measure our success in a more quantitative manner. Our Updated Plan for Positive Impact is attached below.

GOAL 1- Employment- Hire 50% of our Employees from Areas of Disproportionate Impact, specifically Holyoke and Pittsfield. Currently we have 22 (32%) employees who reside in Holyoke and Pittsfield.

Progress or Success Goal 2

Description of Progress or Success: *Note- Canna Provisions Has updated our Plan for Positive Impact since our original Submission. This updated plan outlines more specific goals with measurements that will help us measure our success in a more quantitative manner. Our Updated Plan for Positive Impact is attached below. GOAL 2- To positively impact areas of disproportionate impact by making direct donations. In our first year, Canna Provisions has donated \$32,000 to Non-profit organizations that serve Areas of Disproportionate Impact. We expect that these number will grow considerably this year.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: *Note- Canna Provisions Has updated our Diversity since our original submission. This updated plan outlines more specific goals with measurements that will help us measure our success in a more quantitative manner. Our Updated Diversity Plan is attached below. GOAL 1- Make Canna Provisions workplace and management team as diverse as possible to include attracting and retaining qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our Current employee demographics are 30% Women, 27% Minorities, Veterans, Persons with Disabilities or Persons who identify as LBGTQ+. We have updated our goals for year two of operation to have our employee makeup 50% women and 35% Minorities, Veterans, Persons with Disabilities or Persons who identify as LBGTQ+.

Diversity Progress or Success 2

Description of Progress or Success: *Note- Canna Provisions Has updated our Diversity since our original submission. This updated plan outlines more specific goals with measurements that will help us measure our success in a more quantitative manner. Our Updated Diversity Plan is attached below. GOAL 2- Make Canna Provisions workplace environment a safe, accepting, respectful, welcoming, comfortable and supportive place to work. During Orientation, all employees are trained on inclusion in the workplace and on a Non-Discrimination, Harassment and Retaliation Policy. While our original Diversity Plan did not identify specific measurement metrics, we have not received negative feedback from employees as to our workplace environment. In our updated Diversity Plan we do have a metric for measurement for this goal in the form of employee surveys to measure our workplace environment as it relates to Canna Provisions being a safe, accepting, respectful, welcoming, comfortable and supportive place to work.

Diversity Progress or Success 3

Description of Progress or Success: *Note- Canna Provisions Has updated our Diversity since our original submission. This updated plan outlines more specific goals with measurements that will help us measure our success in a more quantitative manner. Our Updated Diversity Plan is attached below. GOAL 3- Include as our suppliers and contractors, businesses owned by minorities, women, veterans, people who identify as LBGTQ+, and by persons with disabilities. In addition, our goal is to also include as our wholesale partners Marijuana Establishments that are owned by minorities, women, veterans, people who identify as LBGTQ+, and persons with disabilities. Four of our current vendors are Woman owned companies one vendor is a Veteran owned company whose employees are majority female. We were unable to identify any Marijuana Establishments that are owned by minorities, women, veterans, people who identify as LBGTQ+, and persons with disabilities. We expect this to change as more marijuana establishments become operational. We did however source products from a veteran led business, Bask, Inc. and from Sira Naturals, Inc. Incubator Program.

HOURS OF OPERATION

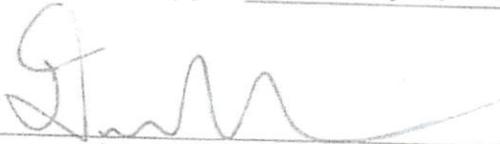
Monday From: 8:00 AM	Monday To: 5:00 PM
Tuesday From: 8:00 AM	Tuesday To: 5:00 PM
Wednesday From: 8:00 AM	Wednesday To: 5:00 PM
Thursday From: 8:00 AM	Thursday To: 5:00 PM
Friday From: 8:00 AM	Friday To: 5:00 PM
Saturday From: 8:00 AM	Saturday To: 5:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM

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

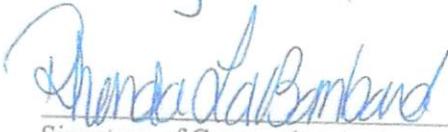
I, Derek Ross, (*insert name*) certify as an authorized representative of BCWC LLC (*insert name of applicant*) that the applicant has executed a host community agreement with The Town of Sheffield, Massachusetts (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on January 3, 2019 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Rhonda LaBombard, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Sheffield (*insert name of host community*) to certify that the applicant and Town of Sheffield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 3, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

Host Community Agreement
between
Town of Sheffield, Massachusetts
and
BCWC LLC

This Host Community Agreement (HCA) is entered into this 3rd day of January, 2019 by and between the Town of Sheffield, a Massachusetts municipal corporation with an address of 21 Depot Square, Sheffield, MA 01257, acting by and through its Board of Selectmen (the "Town"), and BCWC LLC, a Massachusetts limited liability company, and any successor in interest, with a principal office address of 34 Extension St. Attleboro, MA 02703 (the "Company"). The Town and Company collectively are referred to as the "Parties."

WHEREAS, the Company intends utilize type of space located at 1876 and 1884 North Main Street, Sheffield, MA 01257 (the "Premises") for the purposes of operating as a Marijuana Cultivator and Marijuana Product Manufacturer (type of adult marijuana operation (s)) in accordance with and pursuant to applicable state laws and regulations, including, but not limited to G. L. c. 94G, 105 CMR 750.00 and/or 935 CMR 500.00 and such local approvals and permits as may be issued by the Town in accordance with its Zoning By-Laws and other applicable local regulations and covenants in Town.

WHEREAS, Company intends to submit applications to the Cannabis Control Commission (the "Commission") for such adult marijuana licenses, the Town acknowledges that it will timely comply with any requests from the Commission in connection with said applications.

WHEREAS, this HCA shall constitute the stipulations of responsibilities between the Town as host community and Company pursuant to G. L. c. 94G, §3 for the Premises.

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company offers and the Town accepts this Agreement in accordance with G. L. c. 44, §53A and G. L. c. 94G, §3 as follows:

1. Community Impact Fees

Company shall make annual Community impact fees, which are due on June 1 of each year, pursuant to G. L. c. 94G, §3 to the Town in the following amounts:

Three percent (3%) of gross sales of usable Marijuana or Marijuana or Marijuana Products (as defined by 935 CMR500.002) of the Marijuana Establishment located at 1876 and 1884 North Main Street, Sheffield, MA 01257. The term "gross sales" shall mean the total of all sales transactions without limitation, whether wholesale or retail, and shall include, but not be limited

to, all sales occurring to any of Company's Establishments as well as to non-Company Marijuana Establishments.

Community impact fees shall be paid by Company annually each year on the 1st of June. Said Community impact fees shall be tendered pursuant to G. L. c. 44, §53A and G. L. c. 94G, §3 for the purpose of addressing the cost of such direct and secondary impacts of the Company's operation within the Town, provided, however, that the Town may use Community impact fees to address appropriate Town needs at the sole discretion of the Town's Board of Selectmen. The Parties agree that the amount of the Community impact fees set forth herein is reasonably related to the real tangible and intangible mitigation costs imposed upon the Town due to the Company's activities within the Town.

Community impact fees shall be made yearly and commence upon receipt of the certificate of occupancy issued for the Premises, and shall continue for a period of five (5) years. At the conclusion of each of the respective five year terms, the parties shall negotiate in good faith the terms of a new Community impact fee as an Amendment to this Agreement; provided, however, that if the parties are unable to reach an Agreement on a successor Community impact fee, the Community impact fee specified in Section 1 of this Agreement shall remain in effect and shall not be reduced below the amount set forth above until such time as the Parties negotiate a successor Community impact fee.

It is expressly agreed by the Parties that in the event Company executes a Host Community Agreement pursuant to G. L. c. 94G, §3, with any other municipality that pays to said municipality a percentage rate higher than 3% as a community impact fee, Company shall pay to the Town the same Community impact fee provided to said other municipality.

Revenues are expected to be reported to the Commission and the Department of Revenue. Company shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this HCA in accordance with standard accounting practices and any applicable regulations or guidelines of the Commission. All records shall be kept for a period of at least seven (7) years. Review of Company's books, financial records, or other documents may be made upon not less than thirty (30) days prior written notice from the Town and shall occur only during normal business hours at such place where said books, financial records and accounts are maintained. The Town's examination, copying or audit of such records shall be conducted in such manner as not to interfere with Company's normal business activities.

Company acknowledges that time is of the essence with respect to their timely payment of the Community impact fees required under this Section of this Agreement. In the event that any such payments are not fully made with ten (10) days of the date they are due, Company shall be required to pay the Town a late payment penalty equal to five percent (5%) of such required payments.

2. Local Vendors and Employment Preferences

To the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company will make every effort in a legal and non-

discriminatory manner to give priority to local businesses, suppliers, contractors, builders and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Premises when such contractors and suppliers are properly qualified and price competitive. Company shall use good faith efforts and give hiring preferences to residents of the Town who otherwise meet the qualifications for employment at the Premises.

3. Local Taxes

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

Notwithstanding the foregoing, (i) if real or personal property owned, leased or operated by the Company is determined to be non-taxable or partially non-taxable, or (ii) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at fair cash value as defined in G.L.c.59,§38, or (iii) if Company is determined to be entitled or subject to exemption with the effect of reducing or eliminating the tax which would otherwise be due if not so exempted, then Company shall pay to the Town an amount, which when added to the taxes if any, paid on such property, shall be equal to the taxes which would have been payable on such property at fair cash value and at the otherwise applicable tax rate, if there had been no abatement or exemption; this payment shall be in addition to the payment made by Company under Section 1 of this HCA.

4. Security

Company shall coordinate with the Sheffield Police Department in the development and implementation of security measures, as required pursuant to applicable regulations and otherwise, including determining the placement of exterior security cameras. Company will maintain a cooperative relationship with the Sheffield Police Department, including but not limited to, periodic meetings to review operational concerns, communication to Sheffield Police Department of any suspicious activities on the Premises, and development of anti-diversion procedures, as required.

5. Community Impact Concerns

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

6. Additional Obligations

Company shall comply with all state and local laws, rules, regulations and orders applicable to the Premises and work provided pursuant to this HCA, such provisions being incorporated herein by

reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the performance of renovation or construction of the Premises and as required for the performance of such work.

7. Successors/Assigns

This HCA is binding upon the parties hereto, their successors, assigns and legal representatives. Neither the Town nor Company shall assign or transfer any interest in the HCA without the written consent of the other.

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

8. Notices

Any and all notices, or other communications required or permitted under this HCA, shall be in writing and delivered by hand or mailed postage prepaid, return receipt requested, by registered or certified mail or by other reputable delivery service, to the Parties at the addresses set forth on Page 1 or furnished from time to time in writing hereafter by one party to the other party.

Any such notice or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the U.S. Postal Service or, if sent by private overnight or other delivery service, when deposited with such delivery service.

9. Severability

If any term or condition of this HCA or any application thereof shall to any extent be held invalid, illegal or unenforceable by a court of competent jurisdiction, the validity, legality, and enforceability of the remaining terms and conditions of this HCA shall not be deemed affected thereby unless one or both parties would be substantially or materially prejudiced.

10. Governing Law

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

11. Amendments

Amendments to the terms of this HCA may be made only by written agreement of the Parties.

12. Indemnification

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

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

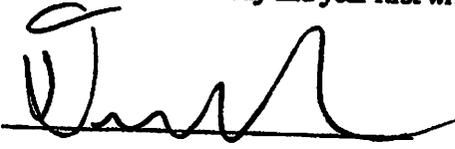
IN WITNESS WHEREOF, the parties hereto have executed this HCA on the day and year first written above.

TOWN OF SHEFFIELD
FOR THE BOARD OF SELECTMEN









CEO
Officer

Date: 1-16-19

Date: 1-3-19

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, Derek Ross, (*insert name*) certify as an authorized representative of BCWC LLC (*insert name of applicant*) that the applicant has executed a host community agreement with Sheffield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 2/5/19 (*insert date*).



Signature of Authorized Representative of Applicant

Host Community

I, Rhonda LaBambard, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Sheffield (*insert name of host community*) to certify that the applicant and Town of Sheffield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 27, 2019 (*insert date*).



Signature of Contracting Authority or
Authorized Representative of Host Community

**First Amendment to
Host Community Agreement
Between
Town of Sheffield, Massachusetts
and
BCWC LLC**

This first amendment (the "Amendment") hereby amends the Host Community Agreement between the Town of Sheffield, Massachusetts and BCWC LLC ("Operator"), executed in January 2019 (the "Agreement").

WHEREAS, Operator, in addition to commercial space located at 1876 and 1884 North Main Street, Sheffield, MA 01257 (which Operator intends to utilize for the purposes of operating as a marijuana cultivator and marijuana product manufacturer), also intends to utilize commercial space located at 136 Kellogg Road, Sheffield, MA 01257 for the purposes of operating as a marijuana cultivator pursuant to G.L. c. 94G.

WHEREAS, the Parties wish to amend the Agreement.

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

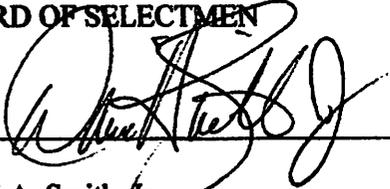
1. References to "BCWC" in the Agreement shall be understood to mean "BCWC LLC"
2. The definition of "Premises" in the Agreement shall include ~~the commercial spaces at 1876 North Main Street, 1884 North Main Street and~~ 136 Kellogg Road.
3. The Agreement is amended by striking out Paragraph 1, as so appearing, and inserting in place thereof the following Paragraph:

Company shall make annual community impact fees, which are due on June 1 of each year, pursuant to G.L. c. 94G, § 3, to the Town in the following amounts:

Three percent (3%) of gross sales of usable Marijuana or Marijuana Products (as defined by 935 CMR 500.002) of the marijuana establishments located at 1876 and 1884 North Main Street and 136 Kellogg Road, Sheffield, MA. The term "gross sales" shall mean the total of all sales transactions without limitation, whether wholesale or retail, and shall include, but not be limited to, all sales occurring to any of the Company's establishments as well as to non-company marijuana establishments.

IN WITNESS HEREOF, the Parties hereto have amended the Agreement as of the date of the last execution below.

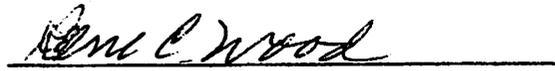
TOWN OF SHEFFIELD
BOARD OF SELECTMEN



David A. Smith, Jr.



Nadine A. Hawver



Rene C. Wood



Name - Officer

Derek Ross

Printed Name

2/5/19

Date

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

1. The Community Outreach Meeting was held on December 14, 2018 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on November 30, 2018 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).
3. A copy of the meeting notice was also filed on November 27, 2018 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on November 29, 2018 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

• LEGAL NOTICES •

COMMONWEALTH OF MASSACHUSETTS THE TRIAL COURT PROBATE AND FAMILY COURT BERKSHIRE PROBATE AND FAMILY COURT 44 BANK ROW PITTSFIELD, MA 01201 (413)-442-6941 CITATION ON PETITION FOR ALLOWANCE OF ACCOUNT DOCKET NO. BE98P0160EP

thirty (30) days of the return date, action may be taken without further notice to you.
Witness, Hon. Richard A. Simons, First Justice of the Court.
November 23, 2018

FRANCIS B. MARINARO,
Register of Probate
11.30
#4311

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for December 14, 2018 at 5:00 p.m. at Sheffield Town Hall at 21 Depot Square, Sheffield, MA 01257. The proposed Marijuana Cultivator Establishment and the proposed Marijuana Product Manufacturer Establishment are anticipated to be located at 1884 and 1876 North Main St., Sheffield, MA 01257. There will be an opportunity for the public to ask questions.

11.30
#4310

NOTICE OF PUBLIC HEARING

The Great Barrington Selectboard will hold a public hearing on Monday, December 3, 2018 at 7:00 p.m. at Town Hall, 334 Main Street, Great Barrington, MA 01230 to act on the Town's Right of First Refusal option

for Chapter 61 Land of Property Owner Swann Real Estate Trust, 671 Stockbridge Road. The property is Assessors Map 35, Parcels 9 and 20a, totaling 64.9 acres, of which 33.33 acres is in Chapter 61.

Stephen C. Bannon,
Chair
11.30
#4317

PUBLIC NOTICE

The Town of Otis Board of Selectmen will hold a tax classification hearing on Tuesday, December 11, 2018 at 7 p.m. in the Otis Town Hall to determine whether to have a single rate for both residential and commercial properties. The public is invited to attend.

11.30, 12.7
#4309

TOWN OF LEE, MASSACHUSETTS NOTICE OF A PUBLIC HEARING

The Board of Selectmen will hold a Public Hearing on Tuesday, December 18, 2018 at 7:00 P.M. on the application of Sling, LLC for approval of a Special Permit under Section 199-9.11 Marijuana Establishments from the Town of Lee Zoning Bylaws, 1999-8 Off Street Parking and 199-2 Environmental Performance Standards. The proposal is to locate a Marijuana Establishment for the cultivation and manufacturing of cannabis to be sold at wholesale to other

licensed marijuana establishments in Lee and/or throughout the Commonwealth. The facility is intended to house both the cultivation and manufacturing operation. The property is located at 815 Pleasant Street, 1 Industrial Zoning District, Map 30, Lot 76.

Any person interested or wishing to be heard should appear at the time and place designated. If unable to attend please submit comments in writing to the Lee Board of Selectman at 32 Main Street, Lee, MA, 01238. Failure to make recommendations on the matter for review shall be deemed lack of opposition thereto. A copy of the application is available for review in the Town Clerk's Office.

Patricia Carlino,
Chairman
11.23, 11.30
#4302

TOWN OF SANDSFIELD INVITATION FOR QUOTES SNOW PLOWING AND SURFACE TREATMENT SERVICES REBID

The Town of Sandfield is seeking sealed quotes for the provision of plowing and road/surface treatment services of various properties, a road, and any additional plowing services that may be needed throughout the 2018-2019 winter season. The contractor must have a full spectrum of insurance

to indemnify the Town. Those interested must download the application packet from the Town website, www.sandfieldma.gov, or contact the Town Office at (413) 258-4711, ext 1. All quotes must be received no later than Monday December 10, 2018, by 2:00 PM, and will be opened at the Select Board meeting at approximately 7:00 PM that evening. The Select Board reserves the right to reject any or all bids and to make any awards in a manner deemed in the best interest of the Town and in compliance with fair procurement practices. (Please note: All that submitted a quote for the November 19 deadline must re-submit to be considered.)

11.30
#4318

TOWN OF SHEFFIELD NOTICE OF PUBLIC HEARING PLANNING BOARD

Notice is hereby given pursuant to the provisions of Chapter 40A, Section 5 of the Massachusetts General Laws that a public hearing will be held by the Planning Board on a proposed amendment to the Sheffield Zoning Bylaw regarding Section 3.1.3 Table of Use Regulations. This amendment would add Section 3.1.3.H, Adult Use Marijuana Establishments and Section 3.1.3.B5, Commercial Industrial-Temp. It would also add a new Section

7.5, Adult Use Marijuana Establishments to the Zoning Bylaw and add definitions to Section 10, Definitions. The public hearing will be held on Wednesday, December 19, 2018 at 7:00 p.m. in the Town Hall, 21 Depot Square, Sheffield, MA. All persons wishing an opportunity to be heard on said proposed amendment will be provided an opportunity to speak. Copies of the amendment may be viewed at the Town Hall in the Town Clerk's office.

James T. Collingwood, Jr.,
Chairman
Planning Board
11.30, 12.7
#4316

TOWN OF SHEFFIELD NOTICE OF PUBLIC HEARING

The Sheffield Conservation Commission will hold a public hearing on December 10, 2018 at 7 p.m., 1st floor meeting room, Town Hall, 21 Depot Square, regarding a Notice of Intent Application, filed by Chris Weld for property on 1375 North Main Street in Sheffield, in accordance with the provisions of M.G.L. Chapter 131, sec. 40. The proposed project is the construction of a new 7,500 square foot greenhouse, site grading with compensatory storage and septic system upgrade.

Donald Ward III,
Chairman
11.30
#4319

LEGAL NOTICES ARE DUE BY TUESDAY 2 P.M.

legals@berkshirerecord.net

Are You Tired Of Waiting For The RIGHT Buyer?

The Berkshire Record's real estate listings have been showcasing and helping Berkshire County homeowners successfully buy and sell real estate for over 20 years. In fact, Berkshire County's MOST EXPENSIVE listing to date was sold as a direct result of an ad placed in our listings. If your property isn't moving and neither are you, you should ask your Realtor to consider showcasing with the Berkshire Record and help you find the right buyer today.

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• HELP WANTED •

DEADLINES
Monday 3 P.M. before that week's issue
SUBMITTING YOUR AD
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FAX: Fax copy to 413-528-9449
MAIL: P.O. Box 868, Great Barrington, MA 01230

ADVERTISING POLICIES
The Berkshire Record is not liable for any omission of any ad or a portion thereof. Nor is The Berkshire Record responsible for any orders, cancellations or changes given by fax, email or phone. The Berkshire Record is also not responsible for any general, spatial or consequential damages. The publisher retains the right to remove any ad, any time for any reasons.

To place your classified ad(s), please call

YOUR CONNECTION TO BERKSHIRE COUNTY BUYERS & SELLERS

413-528-5380 Ext. 38

Fax: 413-528-9449 • Email: production@berkshirerecord.net

Call 413-528-5380 Ext. 38 or email production@berkshirerecord.net for details

TOWN OF OTIS Part-Time Police Officer

The Town of Otis Police Department is currently accepting applications for the Position of Police Officer, Part-Time. The successful candidate should be able to work variable shifts, including weekends and nights. Minimum requirements for the position are: 21 years of age or older, H.S. Diploma/GED, Completion of the MPTC Reserve/Intermittent Police Academy or the MPTC Basic Recruit Academy, Possess a valid MA driver's license, and have no felony convictions.

Applications can be found on our webpage townofotisma.com/departments/police-department or in person at the Otis Police Department.

Completed applications, resume, and letter of interest should be returned to Interim Chief of Police Daniel T. Hamill, P.O. Box 237 Otis, MA
NO later than December 14th 2018.



At Geer Village Senior Community, everything we do focuses on holistic senior living.



Need extra money for the holidays?

We are hiring per diem positions on all shifts for Geer Nursing & Geer Lodge!

PER DIEM RNs, LPNs, CNAs & Indirect Caregivers

Apply online at www.geercares.org or contact Karin Whitley at 860-824-2602

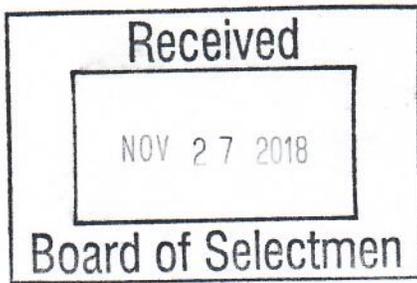
GEER VILLAGE SENIOR COMMUNITY
99 South Canaan Road, Canaan, CT 06018 • kwhitley@geercares.org



LiptonMart located at 246 Stockbridge Rd., Great Barrington is currently looking for **CASHIERS** for the store & Subway.

Please apply at the store, online at www.liptonenergy.com, or at the corporate office located at 458 South St., Pittsfield.

Complete benefit package including vacation, health insurance and 401k.



November 27, 2018

NOTICE OF COMMUNITY OUTREACH MEETING

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November 27, 2018

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November 27, 2018

To All Property Owners
within 300 feet of 1884 and 1876 North Main St., Sheffield, MA.

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BCWC / Come Prisoners
1884 N. Main St.
Skeffield, MA 01257

~~1884 N. Main St.~~
~~683 S. Egmont St.~~
~~Great Barrington, MA~~
~~01230~~



Plans to Comply with Local Zoning Ordinance:

BCWC has met with the Sheffield Director of Planning and determined that the property at 1876 and 1884 North Main Street is in a commercial zoning district. To date Sheffield has not adopted any zoning ordinance provisions relating to adult use marijuana cultivation, product manufacturing or sales.

At this time no zoning relief is necessary for the proposed marijuana cultivation establishment. If Sheffield amends its zoning ordinances, and relief is necessary, then BCWC will apply for and obtain the necessary zoning relief.



Municipal Cost Documentation

Renewal Application #: MCR139899

Canna Provisions is not yet operational at our Cultivation Establishment in Sheffield. We did contact Rhonda LaBombard, Town Administrator for the Town of Sheffield to request records of any cost to the Town reasonably related to the operation of our establishment.

As we are not yet operational, there are no costs incurred by the Town by the operation of our Establishment. Ms. LaBombard responded by letter (attached) stating that the Town has not received any funds from Canna Provisions.

BCWC LLC – PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

BCWC LLC has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth (“Plan”). Set forth below is BCWC’s proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission (“CCC”) as they relate to establishing and implementing plans to address areas of disproportionate impact.

1. Identification and Selection of Area(s) of Disproportionate Impact for Implementation of Plan.

BCWC has taken note of the communities of disproportionate impact identified by the CCC:

Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester.

BCWC’s intends to implement its Plan to primarily benefit the communities of Mansfield and Taunton, given their proximity to BCWC’s Attleboro location (the “Selected Communities”). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, BCWC intends to revise its Plan to include that municipality as an additional Plan beneficiary.

2. Two-Prong Approach to Positively Impact Areas of Disproportionate Impact. BCWC’s Plan to positively impact the targeted communities will be two-fold.

A. Financial Support of Worthy Causes.

In the first instance, BCWC will implement a donor-based initiative. Specifically, BCWC will provide additional financial resources to nonprofit community-based organizations which offer a safe environment and support system for youth within the Selected Communities. In particular, BCWC will make financial contributions to the Boys and Girls Club of Taunton, as well as the Hockomock Area YMCA’s Mansfield Arts & Education Center. These organizations provide critical services to the youth in their respective host communities, including after school programs and other initiatives that provide youth with positive alternatives to crime and drug use.

Total financial contributions will be no less than \$10,000.00 annually. Contributions shall be made no less than annually and shall come no later than sixty (60) days following the close of BCWC’s fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by BCWC, and that the payments, in the aggregate, won’t exceed the amount identified in the Plan.

B. Industry-Specific Instruction.

In an effort to benefit work-force eligible residents within areas of disproportionate impact, BCWC intends on making its professional staff available to provide industry-specific instruction. In particular, BCWC will make its professional staff available for no less than an

BCWC LLC – PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

aggregate total of fifty (50) hours per year – based upon BCWC’s licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission’s regulations pertaining to Social Justice Leaders.

**SUPPLEMENTAL INFORMATION
FOR
APPLICATION OF INTENT PACKET FOR
BCWC – Plan to Positively Impact Areas of Disproportionate Impact**

BCWC has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth (“Plan”). Set forth below is BCWC’s proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission (“CCC”) as they relate to establishing and implementing plans to address areas of disproportionate impact.

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BCWC’s intends to implement its Plan to primarily benefit the communities of Mansfield and Taunton, given their proximity to BCWC’s Attleboro location (the “Selected Communities”). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, BCWC intends to revise its Plan to include that municipality as an additional Plan beneficiary.

BCWC has spoken with Amanda Driscoll from the Hockomock YMCA and she is excited to be working with BCWC. Please see email correspondence attached as Exhibit “1”.

BCWC has also reached out to The Boys & Girls Club of Taunton. BCWC representative spoke to Derek Heim the Interim Director. Derek was very happy to be partnering with BCWC but his only strategy is to donate the money first to the Town of Taunton with a contractual designation that it then be gifted to the Boys & Girls Club of Taunton. Because the Boys & Girls Club gets federal dollars donated to it, they want to make sure that the donation does not come directly from BCWC as it is possible that they could lose federal funding. The set-up is amenable to BCWC as we will set up a “designate contract” with our donation. Email to Derek Heim is attached as Exhibit “2”.

2. BCWC’s Goals to Positively Impact These Communities

- A. BCWC shall have a positive impact on the members of the communities of Mansfield and Taunton and on those communities as a whole, by providing business assets such as time, organization skills and finances.
- B. BCWC shall assist individuals and businesses facing systemic barriers to employment and economic success by providing mentoring, professional and technical services.

3. BCWC's Proposed Programs to Positively Impact Areas of Disproportionate Impact. BCWC's Plan to positively impact the targeted communities will be two-fold.

- A. Financial Support of Worthy Causes.

In the first instance, BCWC will implement a donor-based initiative. Specifically, BCWC will provide additional financial resources to nonprofit community-based organizations which offer a safe environment and support system for youth within the Selected Communities. In particular, BCWC will make financial contributions to the Boys and Girls Club of Taunton, as well as the Hockomock Area YMCA's Mansfield Arts & Education Center. These organizations provide critical services to the youth in their respective host communities, including after school programs and other initiatives that provide youth with positive alternatives to crime and drug use.

- B. Industry-Specific Instruction.

In an effort to benefit work-force eligible residents within areas of disproportionate impact, BCWC intends on making its professional staff available to provide industry-specific instruction. In particular, BCWC will make its professional staff available for no less than an aggregate total of fifty (50) hours per year – based upon BCWC's licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission's regulations pertaining to Social Justice Leaders.

4. Measurement of BCWC's Positive Impact on Areas of Disproportionate Impact. BCWC shall use the following metrics to determine the success of these programs:

- A. BCWC shall quantitatively measure the success of this plan by insuring that the combined amount donated to the two programs is at least \$10,000.00 annually. A contribution shall be made no less than annually and shall come no later than 60 days following the close of BCWC's fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by BCWC, and that the payments, in the aggregate, won't exceed the amount identified in the Plan.

BCWC will use the qualitative measurement determining the success of these programs by the amount of children who are able to participate in field trips, sports, and other extracurricular activities, due to the proposed donations. We will measure success by analyzing the historical data for items like field trips and sports from past year against the current year's activity level in the programs. Higher participation rates in the current year of our resources in these programs, will help identify the success of the proposed donations.

- B. BCWC shall quantitatively measure the success of the industry-specific instruction program by insuring that its professional staff completes no less than an aggregate total of 50 hours per year of the proposed instruction.

The qualitative measurement of success will be determined by the number of participants in the industry-specific instruction program that obtain adult use cannabis industry employment. We will also focus on the types of jobs that are created through the industry-specific instruction program.

5. Plan Assessment

BCWC shall evaluate the plan's progress on a quarterly basis. BCWC shall assess the Plan to Positively Impact Areas of Disproportionate Impact within nine months of commencement of operations. At that time, a report will be prepared, determining the success of the plan, using the above-referenced matrix. This report shall be provided to the CCC during our annual license renewal application.

6. The Applicant 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 every Marijuana Establishment.
7. Any actions taken, or programs instituted, by the Applicant will not violate the commission's regulations with respect to limitations on ownership or control or other applicable state laws.

EXHIBIT "1"

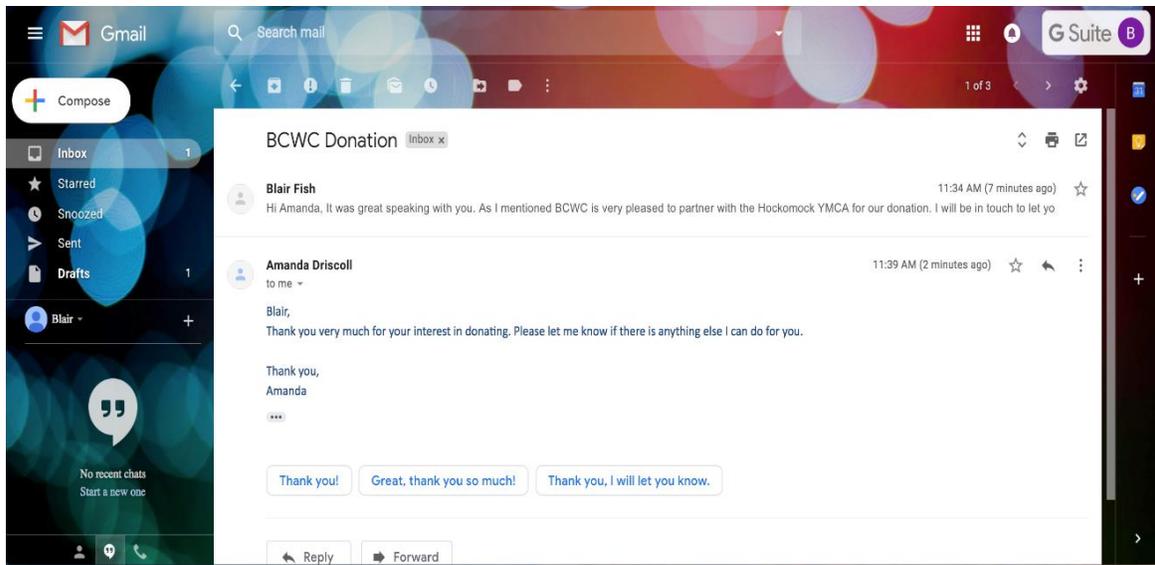
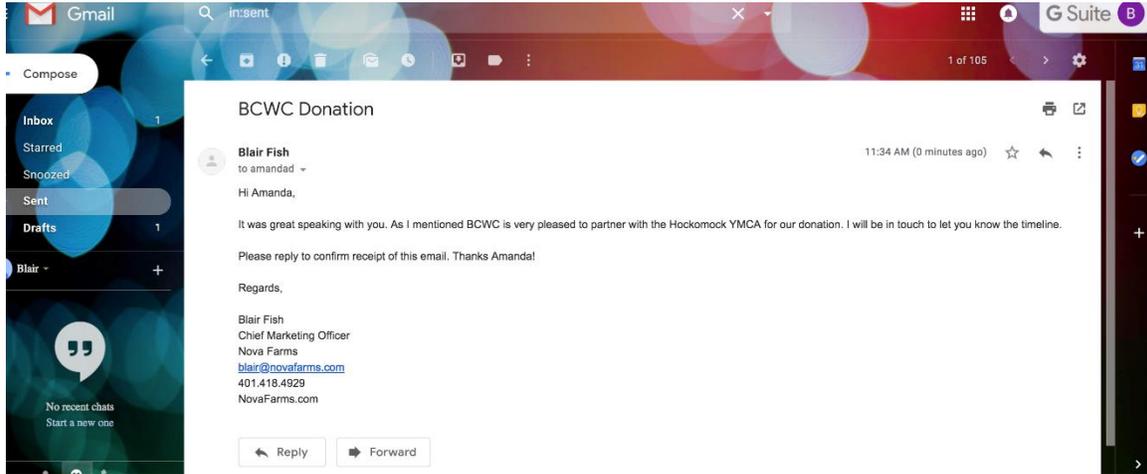
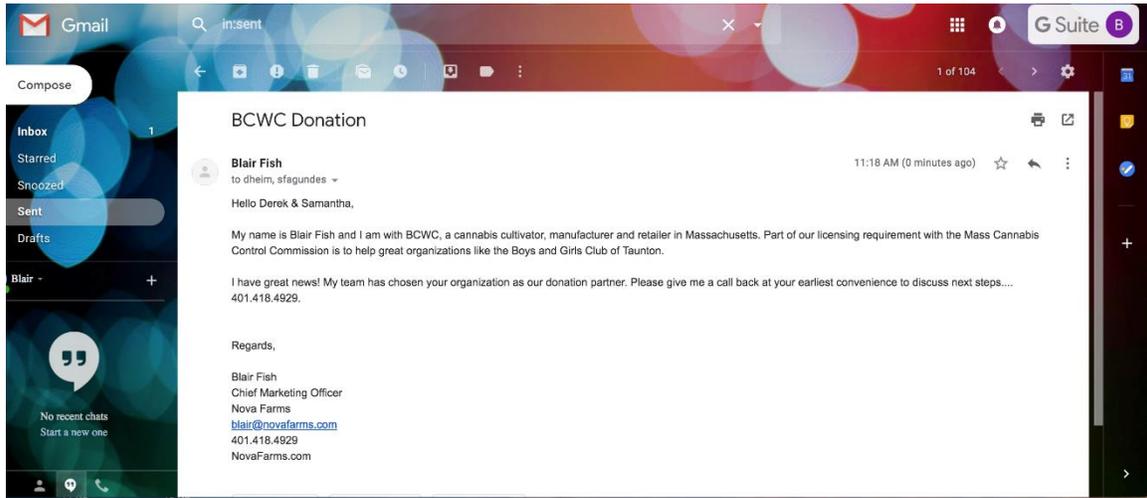


EXHIBIT "2"



**SECOND SUPPLEMENTAL INFORMATION
FOR
APPLICATION OF INTENT PACKET FOR
BCWC – Plan to Positively Impact Areas of Disproportionate Impact**

BCWC has welcomed the opportunity to develop a plan to put to use dedicated resources to positively impact areas of disproportionate impact within the Commonwealth (“Plan”). Set forth below is BCWC’s proposed Plan which, among other consideration, takes into account the rules, regulations and guidance documents of the Cannabis Control Commission (“CCC”) as they relate to establishing and implementing plans to address areas of disproportionate impact.

1. Identification and Selection of Area(s) of Disproportionate Impact for Implementation of Plan.

BCWC has taken note of the communities of disproportionate impact identified by the CCC:

Abington, Amherst, Boston, Braintree, Brockton, Chelsea, Fall River, Fitchburg, Greenfield Haverhill, Holyoke, Lowell, Lynn, Mansfield, Monson, New Bedford, North Adams, Pittsfield, Quincy, Randolph, Revere, Southbridge, Spencer, Springfield, Taunton, Walpole, Wareham, West Springfield, and Worcester.

BCWC’s intends to implement its Plan to primarily benefit the communities of Mansfield, Taunton, and Brockton given their proximity to BCWC’s Attleboro location (the “Selected Communities”). To the extent that Attleboro is later determined by the CCC to be an of disproportionate impact, BCWC intends to revise its Plan to include that municipality as an additional Plan beneficiary.

BCWC has also reached out to Growthways, Inc. located in Brockton. Growthways, Inc. provides community support for people with developmental disabilities. Attached as Exhibit ‘1’ is a letter from the President and CEO of Growthways, Inc., Marty Berliner, stating that the organization is willing to accept donations from BCWC LLC.

2. BCWC’s Goals to Positively Impact These Communities

- A. BCWC shall have a positive impact on the members of the communities of Mansfield, Taunton and Brockton and on those communities as a whole, by providing business assets such as time, organization skills and finances.
- B. BCWC shall assist individuals and businesses facing systemic barriers to employment and economic success by providing mentoring, professional and technical services.

3. BCWC’s Proposed Programs to Positively Impact Areas of Disproportionate Impact. BCWC’s Plan to positively impact the targeted communities will be two-fold.

A. Financial Support of Worthy Causes.

In the first instance, BCWC will implement a donor-based initiative. Specifically, BCWC will provide additional financial resources to nonprofit community-based organizations which offer a community support for people with developmental disabilities. In particular, BCWC will make financial contributions to Growthways, Inc. This organization provides critical services and support for people with developmental disabilities.

B. Industry-Specific Instruction.

In an effort to benefit work-force eligible residents within areas of disproportionate impact, BCWC intends on making its professional staff available to provide industry-specific instruction. In particular, BCWC will make its professional staff available for no less than an aggregate total of fifty (50) hours per year – based upon BCWC’s licensing cycle - for educational seminars for eligible residents of communities of disproportionate impact in one or more of the following areas: (i) marijuana cultivation, (ii) marijuana product manufacturing, marijuana, (iii) retailing, and/ or (iv) marijuana business training. These seminars will be held in such a manner so as to comply with the seminar training component contemplated in Commission’s regulations pertaining to Social Justice Leaders.

4. Measurement of BCWC’s Positive Impact on Areas of Disproportionate Impact. BCWC shall use the following metrics to determine the success of these programs:

A. BCWC shall quantitatively measure the success of this plan by ensuring that the total amount donated to the selected programs is at least \$10,000.00 annually. A contribution shall be made no less than annually and shall come no later than 60 days following the close of BCWC’s fiscal year. This Plan accounts for all adult use applications filed, and to be filed, by BCWC, and that the payments, in the aggregate, won’t exceed the amount identified in the Plan.

BCWC will use the qualitative measurement determining the success of this program by the number of community members who receive support. We will measure success by analyzing the historical data for the individuals who received support from past years against the current year’s activity level in the programs. Higher participation rates in the current year of our resources in these programs, will help identify the success of the proposed donations.

B. BCWC shall quantitatively measure the success of the industry-specific instruction program by ensuring that its professional staff completes no less than an aggregate total of 50 hours per year of the proposed instruction.

The qualitative measurement of success will be determined by the number of participants in the industry-specific instruction program that obtain adult use cannabis industry employment. We will also focus on the types of jobs that are created through the industry-specific instruction program.

5. Plan Assessment

BCWC shall evaluate the plan's progress on a quarterly basis. BCWC shall assess the Plan to Positively Impact Areas of Disproportionate Impact within nine months of commencement of operations. At that time, a report will be prepared, determining the success of the plan, using the above-referenced matrix. This report shall be provided to the CCC during our annual license renewal application.

6. The Applicant 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 every Marijuana Establishment.
7. Any actions taken, or programs instituted, by the Applicant will not violate the commission's regulations with respect to limitations on ownership or control or other applicable state laws.



GROWTHWAYS, INC.

Community Supports for People with Developmental Disabilities

41 N. Pearl Street, Brockton, MA 02301 (508) 941-6505 fax 583-7651

Blair Fish
BCWC, LLC
34 Extension St
Attleboro, MA 02703
May 16, 2019

Dear Mr. Fish,

Please accept this as evidence of our willingness to accept donations from your organization, and of my thanks for supporting Growthways and the people we serve. Your willingness to make contributions helps us to continue our mission of providing quality community services.

You may know that Growthways, Inc. is a tax exempt non-profit that exists solely to provide services to people with intellectual and developmental disabilities. Therefore, in accordance with the 501c3 section of the Internal Revenue Code on public charities, contributions to us are eligible to be claimed as deductions on your income tax return. To assist you in substantiating your charitable deductions for the calendar year 2019, the following detail will be provided.

Again, thank you. Your support is greatly appreciated.

Sincerely,

Marty Berliner
President & CEO

Cumulative Gift Receipt to Growthways, Inc. FEIN# 04-2742635
Contributions received in calendar year 2019:

<u>Gift Received</u>	<u>Restricted Use?</u>	<u>Total Amount Given</u>	<u>Value Received In Return</u>	<u>Eligible For Deduction</u>
1/1	No	\$00.00	0.00	\$00.00



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

William Francis Galvin
Secretary of the
Commonwealth

January 29, 2019

TO WHOM IT MAY CONCERN:

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

BCWC LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **March 9, 2018.**

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation or withdrawal; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **DEREK A. ROSS**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **DEREK A. ROSS**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DEREK A. ROSS**

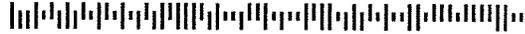


In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin
Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BCWC LLC
34 EXTENSION ST
ATTLEBORO MA 02703-4641

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

Visit mass.gov/dor 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
William Francis Galvin

Minimum Fee: \$35.00

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

[Special Filing Instructions](#)

Articles of Organization

(General Laws, Chapter 180)

Identification Number: 001258566

ARTICLE I

The exact name of the corporation is:

BCWC, INC.

ARTICLE II

The purpose of the corporation is to engage in the following business activities:

TO ENGAGE IN ANY OR ALL LAWFUL ACTS OR ACTIVITIES FOR WHICH NON-PROFIT CORPORATIONS MAY BE ORGANIZED UNDER THE GENERAL NON-PROFIT CORPORATION LAWS OF MASSACHUSETTS AND PERMITTED UNDER CHAPTER 180 OF THE GENERAL LAWS OF MASSACHUSETTS.

ARTICLE III

A corporation may have one or more classes of members. If it does, the designation of such classes, the manner of election or appointments, the duration of membership and the qualifications and rights, including voting rights, of the members of each class, may be set forth in the by-laws of the corporation or may be set forth below:

NONE.

ARTICLE IV

Other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the corporation, or of its directors or members, or of any class of members, are as follows:

(If there are no provisions state "NONE")

THE CORPORATION IS ORGANIZED EXCLUSIVELY FOR NONPROFIT PURPOSES. NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF, OR BE DISTRIBUTABLE TO ITS DIRECTORS, OFFICERS, OR OTHER PRIVATE PERSONS, EXCEPT THAT THE CORPORATION SHALL BE AUTHORIZED AND EMPOWERED TO PAY REASONABLE COMPENSATION FOR SERVICES RENDERED AND TO MAKE PAYMENTS AND DISTRIBUTIONS IN FURTHERANCE OF THE PURPOSES OF THE CORPORATION. IN THE EVENT OF DISSOLUTION OF THE CORPORATION, THE BOARD OF DIRECTORS SHALL, AFTER PAYING OR MAKING PROVISIONS FOR THE PAYMENT OF ALL OF THE LIABILITIES OF THE CORPORATION, DISPOSE OF ALL THE ASSETS OF THE CORPORATION EXCLUSIVELY FOR THE PURPOSES OF THE CORPORATION, AS THE BOARD OF DIRECTORS SHALL DETERMINE, IN ACCORDANCE WITH THE STATUTES OF THE COMMONWEALTH OF MASSACHUSETTS. NO OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONET

ARY DAMAGES FOR OR ARISING OUT OF A BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THE FOREGOING SHALL NOT ELIMINATE OR LIMIT THE LIABILITY OF AN OFFICER OR DIRECTOR TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY A PPLICABLE LAW (I) FOR A BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION OR ITS MEMBERS, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF THE LAW, OR (III) FOR ANY TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT. THE CORPORATION SHALL, TO THE EXTENT LEGALLY PERMISSIBLE, INDEMNIFY EACH PERSON WHO MAY SERVE OR WHO HAS SERVED AT ANY TIME AS AN OFFICER OR DIRECTOR OF THE CORPORATION AGAINST ALL EXPENSES AND LIABILITIES, INCLUDING, WITHOUT LIMITATION, COUNSEL FEES, JUDGMENTS, FINES, EXCISE TAXES, PENALTIES AND SETTLEMENT PAYMENTS, REASONABLY INCURRED BY OR IMPOSED UPON SUCH PERSON IN CONNECTION WITH ANY THREATENED, PENDING OR COMPLETED ACTION, SUIT OR PROCEEDING IN WHICH HE OR SHE MAY BECOME INVOLVED BY REASON OF HIS OR HER SERVICE IN SUCH CAPACITY; PROVIDED THAT NO INDEMNIFICATION SHALL BE PROVIDED FOR ANY SUCH PERSON WITH RESPECT TO ANY MATTER AS TO WHICH HE OR SHE SHALL HAVE BEEN FINALLY ADJUDICATED IN ANY PROCEEDING NOT TO HAVE ACTED IN GOOD FAITH IN THE REASONABLE BELIEF THAT SUCH ACTION WAS IN THE BEST INTERESTS OF THE CORPORATION; AND FURTHER PROVIDED THAT ANY COMPROMISE OR SETTLEMENT PAYMENT SHALL BE APPROVED BY A MAJORITY VOTE OF A QUORUM OF DIRECTORS WHO ARE NOT AT THAT TIME PARTIES TO THE PROCEEDING. THE INDEMNIFICATION PROVIDED HEREUNDER SHALL INURE TO THE BENEFIT OF THE HEIRS, EXECUTORS AND ADMINISTRATORS OF PERSONS ENTITLED TO INDEMNIFICATION HEREUNDER. THE RIGHT OF INDEMNIFICATION UNDER THIS ARTICLE SHALL BE IN ADDITION TO AND NOT EXCLUSIVE OF ALL OTHER RIGHTS TO WHICH ANY PERSON MAY BE ENTITLED. THIS ARTICLE CONSTITUTES A CONTRACT BETWEEN THE CORPORATION AND THE INDEMNIFIED OFFICERS AND DIRECTORS. NO AMENDMENT OR REPEAL OF THE PROVISIONS OF THIS ARTICLE WHICH ADVERSELY AFFECTS THE RIGHT OF AN INDEMNIFIED OFFICER OR DIRECTOR UNDER THIS ARTICLE SHALL APPLY TO SUCH OFFICER OR DIRECTOR WITH RESPECT TO THOSE ACTS OR OMISSIONS WHICH OCCURRED AT ANY TIME PRIOR TO SUCH AMENDMENT OR REPEAL.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE V

The by-laws of the corporation have been duly adopted and the initial directors, president, treasurer and clerk or other presiding, financial or recording officers, whose names are set out on the following page, have been duly elected.

ARTICLE VI

The effective date of organization of the corporation shall be the date approved and filed by the Secretary of the Commonwealth. If a *later* effective date is desired, specify such date which shall not be more than *thirty days* after the date of filing.

ARTICLE VII

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

a. The street address (*post office boxes are not acceptable*) of the principal office of the corporation in Massachusetts is:

No. and Street: 679 WASHINGTON STREET
SUITE 8, BOX #117

City or Town: SOUTH ATTLEBORO

State: MA

Zip: 02703

Country: USA

b. The name, residential street address and post office address of each director and officer of the corporation is as follows:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	DEREK ROSS	632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA 632 CHESTNUT HILL RD. CHEPACHET, RI 02814 USA	12/31/2018
TREASURER	JOHN MAY	21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA 21 MOURNING DOVE DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
CLERK	MICHAEL SHINE	35 WESTFORD AVE. WARWICK, RI 02889 USA 35 WESTFORD AVE. WARWICK, RI 02889 USA	12/31/2018
DIRECTOR	BRETT E. FISH	213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 213 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	STOWELL L. BURNHAM IV	86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA 86 BOULEVARD RD. NORTH WINDHAM, CT 06256 USA	12/31/2018
DIRECTOR	JOHN F. KENYON	223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA 223 ORCHARD WOODS DR. SAUNDERSTOWN, RI 02874 USA	12/31/2018
DIRECTOR	DUNCAN HARRIS	717 DAKIN RD. FERRISBUGH, VT 05456 USA 717 DAKIN RD. FERRISBURGH, VT 05456 USA	12/31/2018

c. The fiscal year (i.e., tax year) of the business entity shall end on the last day of the month of:
December

d. The name and business address of the resident agent, if any, of the business entity is:

Name: INCORP SERVICES, INC.
 No. and Street: 44 SCHOOL STREET
SUITE 325
 City or Town: BOSTON State: MA Zip: 02108-4209 Country: USA

I/We, the below signed incorporator(s), do hereby certify under the pains and penalties of perjury that I/we have not been convicted of any crimes relating to alcohol or gaming within the past ten years. I/We do hereby further certify that to the best of my/our knowledge the above-named officers have not been similarly convicted. If so convicted, explain:
/S/JOHN F. KENYON

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 31 Day of January, 2017. (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name

of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)

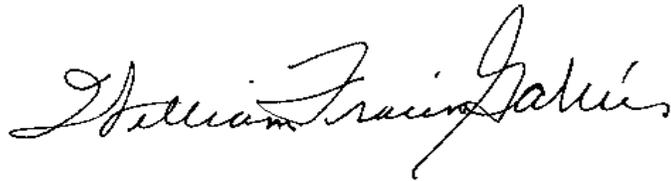
/S/JOHN F. KENYON

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All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

January 31, 2017 10:05 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

D

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

Articles of Entity Conversion of a

FORM MUST BE TYPED

Domestic Non-Profit with a Pending Provisional
or Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

RECEIVED

(1) Exact name of the non-profit: BCWC, INC.

00 1258566

DEC 05 2017

(2) A corporate name that satisfies the requirements of G.L. Chapter 156D, Section 4.01:

MA Dept. of Public Health
99 Chauncy Street
Boston, MA 02111

BCWC, INC.

(3) The plan of entity conversion was duly approved in accordance with the law.

(4) The following information is required to be included in the articles of organization pursuant to G.L. Chapter 156D, Section 2.02(a) or permitted to be included in the articles pursuant to G.L. Chapter 156D, Section 2.02(b):

ARTICLE I

The exact name of the corporation upon conversion is:

BCWC, INC.

ARTICLE II

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

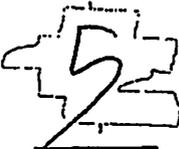
[Redacted area]

Operation of A Reg. State Marijuana Dispensary

BCWC, Inc. is a registrant with the Department of Public Health in accordance with 105 CMR 725.100(C) as of December 7, 2017.

Bryan Harter
Director

Medical Use of Marijuana Program
Bureau of Healthcare Safety and Quality



P.C.

ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
CNP	200,000			

ARTICLE IV

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

None.

ARTICLE V

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

None.

ARTICLE VI

Other lawful provisions, and if there are no such 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 of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

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

- a. The street address of the initial registered office of the corporation in the commonwealth:
44 School Street, Suite 325, Boston, MA 02108-4209
- b. The name of its initial registered agent at its registered office:
INCORP *Services* *Inc.*
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Derek Ross, 632 Chestnut Hill Rd, Chepachet, RI 02814

Treasurer: John May, 21 Mourning Dove Dr., Saunderstown, RI 02874

Secretary: Michael Shine, 35 Westford Ave., Warwick, RI 02889

Director(s): (please see attached, Exhibit "1")

- d. The fiscal year end of the corporation:
12/31
- e. A brief description of the type of business in which the corporation intends to engage:
Operation of a Registered Marijuana Dispensary.
- f. The street address of the principal office of the corporation:
679 Washington Street, Suite 8, Box #117, South Attleboro, MA 02703
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

679 Washington St Suite 8 Box #117 South Attleboro, MA 02703, which is
(number, street, city or town, state, zip code)

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

Signed by:  _____
(signature of authorized individual)

- Chairman of the board of directors,
- President,
- Other officer, *Secretary*
- Court-appointed fiduciary,

on this 5th day of December, 2017

Attachment 1

DIRECTORS

DEREK ROSS

JOHN MAY

MICHAEL SHINE

BRETT E. FISH

STOWELL L. BURNHAM IV

JOHN KENYON

DUNCAN HARRIS

COMMONWEALTH OF MASSACHUSETTS

SECRETARY OF THE
CORPORATION

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

2017 DEC 11 PM 12:36
CORPORATIONS DIVISION

Articles of Entity Conversion of a
Domestic Non-Profit with a Pending Provisional or
Final Certification to Dispense Medical Use Marijuana
to a Domestic Business Corporation
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.30)

I hereby certify that upon examination of these articles of conversion, duly submitted to me, it appears that the provisions of the General Laws relative thereto have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$475 having been paid, said articles are deemed to have been filed with me this 11 day of December, 2017, at _____ a.m./p.m.
time

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

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

DB
Examiner
PB
Name approval

Filing fee: Minimum \$250 2304

C
M

TO BE FILLED IN BY CORPORATION
Contact Information:

BCWC, Inc.

679 Washington Street, Suite 8, Box #117

South Attleboro, MA 02703

Telephone: (508) 212-4490

Email: DerekARoss86@yahoo.com

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

1301713

**D
PC**

The Commonwealth of Massachusetts

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

FORM MUST BE TYPED

**Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity**
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

FORM MUST BE TYPED

(1) Exact name of corporation prior to conversion: BCWC, INC.

(2) Registered office address: 44 School Street, Suite 325, Boston, Massachusetts 02108-4209
(number, street, city or town, state, zip code)

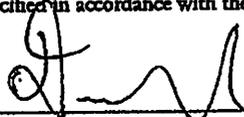
(3) New name after conversion, which shall satisfy the organic law of the surviving entity:
BCWC LLC

(4) New type of entity: Limited Liability Company

(5) The plan of entity conversion was duly approved by the shareholders, and where required, by each separate voting group in the manner required by G.L. Chapter 156D and the articles of organization.

(6) Attach any additional sheets containing all information required to be set forth in the public organic document of the surviving entity.

(7) The conversion of the corporation shall be effective at the time and on the date approved by the Division, unless a later effective date is specified in accordance with the organic law of the surviving entity: _____

Signed by: 
(signature of authorized individual)

(Please check appropriate box)

- Chairman of the board of directors,
- President,
- Other officer,
- Court-appointed fiduciary,

on this 12th day of February, 2018

COMMONWEALTH OF MASSACHUSETTS

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

Articles of Entity Conversion of a
Domestic Business Corporation to a
Domestic Other Entity
(General Laws Chapter 156D, Section 9.53; 950 CMR 113.29)

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

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

WILLIAM FRANCIS GALVIN
Secretary of the Commonwealth

Examiner

Filing fee: Minimum \$250

Name approval

TO BE FILLED IN BY CORPORATION
Contact Information:

C

BCWC LLC

M

679 Washington Street, Suite 8, Box #117

South Attleboro, Massachusetts 02703

Telephone: (508) 212-4490

Email: DerekARoss86@yahoo.com

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

Supplement to Paragraph 6 of Articles of Entity Conversion of a Domestic Business Corporation to a Domestic Other Entity

- (1) Federal Identification No.: 81-5161956
- (2) The exact name of the limited liability company: BCWC LLC
- (3) The street address of the office in the commonwealth at which its records will be maintained: 34 Extension Street, Attleboro, Massachusetts 02703
- (4) The general character of the business: The operation of a Registered Marijuana Dispensary.
- (5) The name and street address, of the resident agent in the commonwealth: INCORP SERVICES, INC., 44 School Street, Suite 325, Boston, MA 02108-4209
- (6) The name and business address, if different from office location, of each manager, if any:

The following manager has a business address at 34 Extension Street, Attleboro, Massachusetts 02703:

Derek A. Ross
- (7) The name and business address, if different from office location, of each person in addition to manager(s) authorized to execute documents filed with the Corporations Division, and at least one person shall be named if there are no managers: N/A
- (8) The name and business address, if different from office location, of each person authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property recorded with a registry of deeds or district office of the land court: Derek A. Ross, President, 34 Extension Street, Attleboro, Massachusetts
- (9) Additional matters: N/A

INFORMATION ON
REQUIRED BUSINESS DOCUMENTATION

Stowell Burnham, John May and Michael Shine are no longer affiliated with BCWC.

BCWC has undertaken two corporate conversions since its formation as a Massachusetts nonprofit corporation on December 12, 2017. Pursuant to the first Plan of Conversion adopted by BCWC's then nonprofit board of directors, Stowell Burnham was dismissed from all roles with BCWC, including his board of director's position, on the date of that conversion. Following the second conversion of BCWC to its current form as a limited liability company on March 9, 2018, but prior to March 16, 2018, John May resigned from all positions held by him with BCWC, as well as transferred all of his equity in BCWC to other existing equity holders. In December 2018 Michael Shine resigned from all positions held by him with BCWC as well as transferred all of his equity in BCWC to other existing equity holders. These transfers resulted in the capitalization table submitted in conjunction with BCWC's application, which sets forth the current equity holders of BCWC.

BCWC LLC

A MASSACHUSETTS LIMITED LIABILITY COMPANY

OPERATING AGREEMENT

March 9, 2018

THE SHARES DESCRIBED IN THIS AGREEMENT HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR THE SECURITIES LAWS OF ANY STATE. THEY ARE BEING ISSUED IN RELIANCE UPON EXEMPTIONS FROM SUCH REGISTRATION REQUIREMENTS, INCLUDING BUT NOT LIMITED TO RULE 506 UNDER REGULATION D AND SECTION 4(2) OF THE SECURITIES ACT. THE SHARES DESCRIBED IN THIS AGREEMENT ARE SUBJECT TO TRANSFER RESTRICTIONS SET FORTH IN THE AGREEMENT. FURTHERMORE, THE SHARES MAY NOT BE TRANSFERRED UNLESS THEY ARE SUBSEQUENTLY REGISTERED UNDER THE SECURITIES ACT OR AN EXEMPTION FROM SUCH REGISTRATION REQUIREMENTS IS AVAILABLE.

OPERATING AGREEMENT
OF
BCWC LLC

THIS OPERATING AGREEMENT (as it may be further amended from time to time in accordance with its terms, the “Agreement”) is entered into as of the 9th day of March, 2018, by and among BCWC LLC, a Massachusetts limited liability company (the “Company”) and the undersigned Persons who comprise all of the members of the Company as of the date hereof (each a “Shareholder” and collectively the “Shareholders”). Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in Section 1 below.

PRELIMINARY STATEMENT

The Company was established on March 9, 2018 by the filing of the Certificate with the State pursuant to the Act. The purposes of this Agreement are to (i) set forth the rights and obligations of the Shareholders and the Company; and (ii) adopt this Agreement as the operating agreement of the Company, as contemplated by the Act. To the extent the rights, powers, duties, obligations or liabilities of the Directors or the Shareholders are different by reason of any provision of this Agreement than they would have been in the absence of such provision, this Agreement shall govern unless prohibited by the Act.

NOW THEREFORE, in consideration of the foregoing premises and the mutual agreements set forth below and for other valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Company and the Shareholders hereby agree as follows:

Definitions. The capitalized terms set forth below shall have the following meanings:

“Act” means the Limited Liability Company Act of the State, as amended and in effect from time to time.

“Affiliate” means, as to any Person, any other Person which directly controls, is controlled by or is under common control with such Person by equity ownership.

“Available Cash Flow” has the meaning set forth in Section 10.1.

“Capital Contribution” means, as to each Shareholder, (i) the amount of cash (or the agreed fair market value of property) contributed to the capital of the Company as a condition precedent to the issuance of such Person's Shares and (ii) any subsequent capital contribution made by the Shareholder to the Company.

“Capital Transaction” means the sale or exchange of all or substantially all of the assets of the Company or the merger or consolidation of the Company.

“Certificate” means the Company's Articles of Entity Conversion of Domestic Business Corporation to a Domestic Other Entity filed with the State in accordance with M.G.L.156D, Section 9.50 *et seq.*, as amended or restated from time to time.

“Code” means the Internal Revenue Code of 1986, as amended, or any successor statute, together with any relevant Treasury Regulation promulgated thereunder.

“Company” is defined in the Preliminary Statement set forth above.

“Compensatory Payments” means payments made to Shareholders in consideration of services rendered to the Company, which payments (i) are required to be treated as so-called “guaranteed payments” under Section 707 of the Code and (ii) do not constitute distributions of Available Cash Flow for the purposes of Section 10.2 hereof.

“Consent” means, with respect to the Shareholders, a vote of the Shareholders holding at least a majority of the outstanding Shares, either taken at a meeting of the Shareholders duly called and held or by the written consent of the Shareholders holding at least a majority of the outstanding Shares in lieu of a meeting or (ii) with respect to the Directors, a vote of a majority of the Directors then in office taken at a meeting of the Board of Directors, duly called and held at which a quorum was present and voting or by unanimous written consent of the Directors then in office, in lieu of such a meeting.

“Director” or “Board of Directors” means the Person(s) responsible for the management of the Company, including any Person designated as a manager or Director in the Certificate and any Person subsequently appointed as a Director pursuant to this Agreement. For the purposes of this Agreement, the term “Director” is intended to have the same meaning as the term “manager” as used in the Act.

“Dollars” or “\$” mean U.S. Dollars.

“Intellectual Property” means any legal rights available under patent, copyright, trade secret or trademark law or any other similar statutory provision or common law doctrine in the United States or anywhere else in the territories where the Company’s rights may be legally protectable, including without limitation all domain names, designs, recipes, formulae, algorithms, procedures, methods, business processes, techniques, ideas, know-how, results of research and development, software, tools, data, market studies, business plans, inventions, apparatus, creations, improvements, works of authorship and other similar materials, and all recordings, graphs, drawings, reports, analyses, and other writings, and any other embodiments of the above, in any form whether or not specifically listed herein, and all related technology, that are used, incorporated or embodied in by any of the foregoing or used in the design, development, reproduction, sale, marketing, maintenance or modification of any of the foregoing.

“Person” means any natural person, partnership (whether general or limited), limited liability company, corporation or nominee of any of the foregoing.

“Presumed Tax Liability” means with respect to any particular Shareholder for any particular period, an amount equal to the product of (i) the taxable income of the Company allocated to such Shareholder with respect to the period, less any tax Losses previously allocated to such Shareholder by the Company, provided such tax Losses have not already been used to calculate such Shareholder’s Presumed Tax Liability with respect to the Company and without regard to whether such Shareholder has previously used Losses allocated by the Company to offset

passive activity income from any other entity) and (ii) the Presumed Tax Rate for such period.

“Presumed Tax Rate” means, for any particular period, the highest combined Federal and state income tax rate applicable during such period to any natural person who is a Shareholder of the Company, taxable at the highest marginal Federal income tax rate and the highest marginal state income tax rate applicable to any Shareholder based upon his or her last known address on the records of the Company (after giving effect to the Federal income tax deduction for state and any local income taxes, net of any available tax credits and disregarding the effects of Code Sections 67 and 68).

“Profits or Losses” means for each fiscal year or other period, an amount equal to the Company’s taxable income or loss for such fiscal year or period, adjusted in accordance with applicable provisions of the Code and Treasury Regulations.

“Reserves” means funds or amounts set aside or otherwise allocated for (i) the payment of the debts or expenses of the Company, including future, anticipated, unforeseen and contingent obligations and all of the other costs and expenses incident to the Company’s business or (ii) for such other purposes as the Director(s) may from time to time determine to be appropriate in their reasonable business judgment, including without limitation working capital reserves, reserves for capital expenditures and reserves for the growth and expansion of the Company and its Affiliates.

“Regulations” means the rules and regulations related to the State’s Medical Use of Marijuana Program administered by the Department of Public Health, 105 CMR 725.00 *et seq.*, as the same may be amended and/or supplemented from time to time.

“Shareholder” is intended to have the same meaning as the term “member” as used in the Act.

“Shares” means the equity membership interests of the Company.

“State” means the Commonwealth of Massachusetts.

“Supermajority Consent” means, with respect to the Shareholders, a vote of Shareholders holding at least a two-thirds (2/3) majority of the outstanding Shares, either taken at a meeting of the Shareholders duly called and held or by the written consent of Shareholders holding at least a two-thirds (2/3) majority of the outstanding Shares in lieu of a meeting.

“Tax Distribution” means a distribution of Available Cash Flow or net proceeds from a Capital Transaction pursuant to Section 10.2(a)(i) or 10.2(b)(i).

“Transfer” means, with respect to any Shares, or any interest therein, any direct, or indirect sale, exchange, transfer, conveyance, assignment, pledge, hypothecation, gift or other disposition, whether voluntary or by operation of law and whether or not for consideration.

“Unreturned Capital” means, with respect to any Shareholder, the aggregate Capital Contributions of such Shareholder, less the aggregate amount of all distributions to the Shareholder pursuant to Section 10, other than Tax Distributions.

SECTION 2. Name. The name of the Company is set forth in the Preliminary Statement. The name of the Company may be changed from time to time with the Consent of the Shareholders as provided for in the Act.

SECTION 3. Purposes. The purposes for which the Company was organized are to engage in the business of operating a Registered Marijuana Dispensary certified and registered with the Massachusetts Executive Office of Health and Human Services Department of Public Health. The Company may engage in activities which are incidental or otherwise related to the foregoing purposes but it shall not engage in any other business or commercial activities except as permitted by the Act and the Regulations and with the Supermajority Consent of the Shareholders.

SECTION 4. Business Address. The primary business address of the Company as of the date hereof is 34 Extension Street, Attleboro, Massachusetts. The Director(s) may change the Company's business address at any time and from time to time without amending this Agreement, unless otherwise provided by the Act. The Company may maintain such additional offices at such other places as the Director(s) may hereafter determine.

SECTION 5. Resident Agent and Resident Office in the State. The name and address of the Company's resident agent for service of process in the State are set forth in the Certificate. The Director(s) may change the resident agent or resident office in the State at any time without amending this Agreement, unless otherwise provided by the Act.

SECTION 6. Tax Treatment; No State Law Partnership. To the extent permissible under applicable income tax laws, the Company shall be treated as a partnership for purposes of federal and state income taxation. Notwithstanding the foregoing, it is the intent of the Shareholders that the Company not be a partnership or joint venture for any purpose other than federal and state income tax laws.

SECTION 7. Powers of the Company.

7.1 General Powers of the Company. Subject to the provisions of this Agreement and the Act, the Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to, or if furtherance of the purposes set forth in Section 3 above, including without limitation, the power:

- (a) To conduct its business, and to carry on its operations and have and exercise all powers granted to the Company hereunder, or to limited liability companies under the Act and Regulations;
- (b) Directly to acquire by purchase, lease, contribution to capital or otherwise, own, hold, operate, maintain, finance, refinance, improve, lease, sell, convey, mortgage, transfer, dispose of, property, real or personal, tangible or intangible;
- (c) To enter into, perform and carry out contracts of every kind and description, including without limitation, contracts with Shareholders, any Affiliates agents, franchisees or other third parties;
- (d) To purchase, take, receive, subscribe for and otherwise acquire, own, hold, vote,

use, employ, sell, mortgage, lend, pledge or otherwise dispose of or deal in and with, shares or other interests in or obligations of the domestic or foreign corporations, associations, general or limited partnerships, trusts, limited liability companies (including the power to be admitted as a Shareholder or shareholder or be appointed as a Director thereof, and to exercise the rights to perform the duties created thereby) or individuals or direct or indirect obligations of the United States or any other government, state, territory, governmental district or municipality or any foreign government or political subdivision of any of the foregoing, subject to the Act and Regulations;

(e) To invest and re-invest its funds and to take and hold real and personal property to secure the payment of funds so loaned or invested subject to the Act and Regulations;

(f) To sue and be sued, complain and defend and participate in administrative or other proceedings;

(g) To appoint employees and agents of the Company and define their duties and fix their compensation;

(h) To indemnify any person in accordance with the Act, Regulations or this Agreement;

(i) To obtain any and all types of insurance;

(j) To make distributions of cash or property to the Shareholders from time to time, including without limitation distributions of Available Cash Flow;

(k) To cease its activities and cancel its Certificate, subject to the provisions of this Agreement;

(l) To negotiate, enter into, re-negotiate, extend, renew, terminate, modify, amend, waive, execute, acknowledge or take any other action with respect to any lease, contract, security, interest or other agreement or undertaking in respect of any of its assets or liabilities;

(m) To borrow money and issue evidences of indebtedness; to provide credit enhancements including guaranties of the indebtedness and other obligations of third parties, to secure the same by mortgage, pledge or other lien on the assets of the Company and to issue equity securities, convertible securities and warrants and options to acquire securities of the Company;

(n) To pay, collect, compromise, litigate, arbitrate or otherwise adjust or settle, any and all other claims or demands of or against the Company or to hold such proceeds against payment of contingent liability; and

(o) To make, execute, acknowledge and file any and all documents or instruments necessary, convenient or incidental to the accomplishment of the purposes of the Company.

7.2 Merger; Consolidation; Conversion. Subject to requirements of Section 8.6 herein, the Company may merge with, consolidate or be converted into another domestic or foreign limited liability company or other business entity, upon the Super Majority Consent of the

Shareholders and otherwise in accordance with the Act, the Regulations and other applicable law.

SECTION 8. Management of the Company.

8.1 Board of Directors; Initial Composition Number. The overall management and control of the business and affairs of the Company shall be initially vested in a Board of Directors. The initial Board of Directors shall be one (1) Director. Except as expressly set forth herein, including without limitation Section 8.6 below, the Director shall have the full and complete power, authority and discretion to manage and control the business, affairs, and properties of the Company, including the appointment of officers, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business. The initial Director is and shall be Derek A. Ross.

8.2 Subsequent Election and Appointment of Directors. Notwithstanding Section 8.1, upon the first to occur of the following: removal (pursuant to Section 8.3 below), resignation, death or permanent disability of Derek Ross, the Company shall no longer be managed by Derek Ross, but shall instead be managed by Michael Shine as the sole Director of the Company. In the event that Michael Shine is unwilling or unable to serve as the sole Director of the Company, or upon the removal (pursuant to Section 8.3 below), death or permanent disability of Michael Shine, a new sole Director shall be designated by a written agreement executed by both (a) the holders of a majority of the Shares then owned by the "Founders" identified on Annex A hereto, and (b) the holders of a majority of the Shares then owned by Shareholders other than the "Founders." Any dispute arising from the failure or refusal of the Shareholders to enter into such written agreement as aforesaid which is not resolved within fourteen (14) days of a Director vacancy, shall be subject to dispute resolution as set forth in Section 26.

8.3 Resignation; Removal. Any Director may resign at any time upon written notice to the Company at its principal place of business or to the chief executive officer or secretary, if any. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. A Director may be removed at any time by a Supermajority Consent of the Shareholders, either taken at a meeting of such Shareholders duly called and held or by the written consent of Shareholders holding not less than Supermajority Consent.

8.4 Meetings of the Shareholders; Board of Directors; Actions by Written Consent.

(a) Annual Meetings. (i) An annual meeting of the Shareholders shall be held at such place, within or without the State, on the second Monday in January at 10:00 a.m. (or on such other date and time as shall be convenient for and designated by a majority of the Shareholders, from time to time) to transact such business as may properly be brought before the meeting. (ii) An annual meeting of the Board of Directors shall be held immediately after the annual meeting of the Shareholders, or after the last adjournment thereof. The Director(s) shall hold any other regular meeting at such times and places as shall be designated in the notice of such meeting.

(b) Regular Meetings. Regular meetings of the Board of Directors shall be held

at such place or places, on such date or dates, and at such time or times as shall have been established by the Director, but at least quarterly. A written notice of each regular meeting shall not be required.

(c) Special Meetings. Special meetings of the Board of Directors may be called by any Director, or by the Shareholders holding at least twenty percent (20%) of the issued and outstanding Shares.

(d) Action by Consent. Unless otherwise restricted by this Agreement or applicable law, any action required or permitted to be taken at any meeting of the Board of Directors or of any committee created by the Board of Directors may be taken without a meeting, by written consent of a majority of the members of the Board of Directors in lieu of such a meeting. Such written consent shall be filed with the minutes of proceedings of the Board of Directors or any committee thereof.

8.5 Certain Responsibilities and Powers of the Board of Directors. Except as otherwise required by law or this Agreement (including Sections 8.6 hereof), the Board of Directors may exercise all such powers and do all such acts and things as the Board of Directors may determine, in its reasonable business judgment, to be necessary or advisable for the management of the Company and the execution of Company's business plan.

8.6 Certain Actions Requiring Supermajority Consent of the Shareholders. Notwithstanding anything to the contrary contained in this Agreement, the following actions shall require the Supermajority Consent of the Shareholders:

(a) Entering into any merger or consolidation, or sale, transfer, or other disposition of all or substantially all of its assets to any Person or other business combination involving the Company;

(b) Approval of any sale, exchange or the granting of an exclusive license to a third party with respect to all or any material portion of the Company's Intellectual Property;

(c) The issuance of additional Shares;

(d) Effecting, approving, authorizing or permitting a liquidation, dissolution or winding up of the Company or any recapitalization, reorganization or sale of all or substantially all of the assets of the Company;

(e) Cancelling the Company's Certificate;

(f) Payment of compensation to a Director in consideration of services rendered to the Company as a Director in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars per year; and

(g) Any decision involving (1) the filing by the Company of a voluntary bankruptcy case, (2) the making by the Company of a general assignment for the benefit of its creditors, (3) the admission in writing by the Company of its inability to pay its debts as they

mature, (4) the filing by the Company of an application for, or consent to, the appointment of any receiver or a permanent or interim trustee of the Company or of all or any portion of its property, including, without limitation, the appointment or authorization of a trustee, receiver, or agent under applicable law or under a contract to take charge of its property for the purposes of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of its creditors, or (5) the filing by the Company of a petition seeking a reorganization of its financial affairs or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law or statute, or an answer admitting the material allegations of a petition filed against the Company in any proceeding under any such law or statute.

8.7 Compensation of Directors. Subject to Section 8.6, a Director may be compensated for services as a Director of the Company in excess of Fifty Thousand and 00/100 (\$50,000.00) Dollars, as determined from time to time by the Supermajority Consent of the Shareholders.

8.8 Officers. The Board of Directors may appoint one or more officers of the Company and may delegate or rescind, as the case may be, to such officers, subject to the other provisions of this Agreement, such responsibilities, power and authority as the Board of Directors may determine to be necessary or advisable. Officers may be removed, with or without cause and at any time, by the Board of Directors.

8.9 Director and Officers Have No Exclusive Duty to Company. Except as otherwise provided in this Agreement or in any agreement between the Company and any Shareholder, Director or officer of the Company in respect of such Person's employment, no Director, Shareholder or officer shall be required to manage the Company on a full-time basis as his or her sole and exclusive function and any Director, Shareholder or officer may have other business interests and may engage in other activities in addition to those relating to the Company. Neither the Company nor any Shareholder shall have any right, by virtue of this Agreement, to share or participate in such other investments or activities of a Director, Shareholder or officer, as the case may be, or to the income or proceeds derived therefrom. No Director, Shareholder or officer shall incur liability to the Company or to any of the Shareholders solely as a result of engaging in any other business or venture.

SECTION 9. Capital.

9.1 Authorized Capital. The total number of Shares authorized for issuance by the Company without amendment to Section 9.1 of this Section 9.1 is: One Million (1,000,000) Shares. As of the date hereof, the number of issued and outstanding Shares is set forth on Annex A to this Agreement, which shall be amended from time to time by the Director to reflect the issuance or Transfer of Shares. To the extent applicable, and subject to the other provisions of this Section 9, the Directors are authorized to issue the remaining unissued authorized capital in consideration of cash, property (including promissory notes) or services with such rights, designations and preferences as authorized and issued in accordance with this Agreement and the Regulations.

9.2 Shares. The holders of the Shares shall have the right to vote, on the basis of one (1) vote per Share, on all matters properly voted upon by the Shareholders of the Company,

subject to the terms of this Agreement and the Act. Shareholders shall have the right to participate in Profits, Losses, and distributions of the Company in the manner set forth in this Agreement.

9.3 Capital Contributions. The Shareholders have made capital contributions to the Company in consideration of the issuance of their Shares, as reflected on the books of the Company. With the Consent of the Directors, Shareholders may, but no Shareholder shall be required to, make additional capital contributions to the Company.

9.4 Issuance of Additional Shares; Other Classes or Series of Shares; Other Securities. Subject to the other provisions of this Agreement, including Sections 8.6 and 9.5, additional authorized but unissued Shares of the Company, if any, may be issued from time to time in one or more classes or series, each of which shall have such terms, designations, preferences and other rights as may be determined by the Board of Directors and reflected in an amendment to this Agreement adopted with the Board of Directors in accordance with the terms of this Section 2. Without limiting the generality of the foregoing, the Director shall have the authority from time to time to issue common or preferred Shares in one or more classes or series, and in connection with the designation of any such class or series, to determine and fix such relative rights, powers and duties, including special voting rights and liquidation preferences (and seniority with respect to the same), and the qualifications, limitations and restrictions thereof, as shall be stated and expressed in a writing approved by the Board of Directors and an amendment to this Agreement adopted by the Board of Directors, all to the full extent now or hereafter permitted by the Act, this Agreement and the Regulations. The Board of Directors shall also have the power and authority to issue from time to time other securities in the form of debt instruments, options, warrants or securities convertible into or exchangeable for Shares of the Company subject to Sections 8.6 and 9.5 herein.

9.5 Additional Capital from Existing Shareholders; Admission of New Shareholders; Dilution.

(a) Subject to the other provisions of this Agreement, including this Section 9, if the Board of Directors determines in good faith that additional capital is required by the Company, the Board of Directors shall so notify the Shareholders in writing, together with a statement of the amount of capital required and the reasons therefor. Each of the Shareholders may, but shall not be required to, contribute additional capital to the Company, on a pro rata basis, as determined in good faith by the Board of Directors. If less than all of the Shareholders contribute additional capital, those Shareholders who elect to contribute capital shall likewise have the first right to participate as determined in good faith by the Board of Directors in any offering of Shares to third parties. Capital contributions shall be due and payable within the period specified in the Directors' written notice from the Board of Directors to the Shareholders, or on such other terms as the Board of Directors may reasonably determine to be necessary and appropriate.

(b) If all of the requisite capital is not contributed by existing Shareholders of the Company, additional Shares in the Company may be issued and new Persons may become Shareholders of the Company, as determined from time to time by the Board of Directors, upon terms and conditions determined in the business judgment of the Board of Directors to be commercially reasonable, provided that each new Shareholder shall execute a counterpart

signature page or joinder to this Agreement, and agree to be bound by the terms and conditions of the Agreement, as it may be amended to reflect the terms and conditions of admission of such new Shareholders.

(c) If fewer than all of the Shareholders participate in a capital call, or if new Persons become Shareholders of the Company pursuant to this Section, the share of Shareholders in profits, losses and distributions may be adjusted when, as, and to the extent the Board of Directors deem appropriate (which determination shall be binding upon all Shareholders absent a determination that the Director acted in bad faith, or otherwise in breach of the Director's fiduciary duty to the Shareholders).

9.6 Capital Accounts. A Capital Account shall be maintained for each Shareholder in accordance with Section 704 of the Code and the Treasury Regulations adopted thereunder. Without limitation of the foregoing, each such Capital Account shall be increased pursuant to the terms hereof by the Shareholder's Capital Contributions and with its share of the Profits, shall be decreased by its share of Losses and distributions, and shall otherwise appropriately reflect transactions of the Company and the Shareholders. Profits, Losses and other Capital Account adjustments shall be determined in accordance with Treasury Regulations adopted under Section 704 of the Code.

9.7 Withdrawals from Capital Accounts. No Shareholder shall be entitled to receive interest on or to withdraw any amount from such Shareholder's Capital Account other than as expressly provided herein. No Shareholder shall be entitled to withdraw as a Shareholder of the Company except as expressly permitted by the terms of this Agreement or the Act.

9.8 Limitation on Liability. Notwithstanding anything herein to the contrary, and except as specifically required by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Shareholder, Director or officer of the Company shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Shareholder, Director or an officer.

SECTION 10. Distributions of Available Cash Flow.

10.1 Definition. For any particular period, the term "Available Cash Flow" as used in this Agreement shall mean the aggregate cash revenue of the Company, including without limitation, revenue from sales of goods or services in the ordinary course of business, royalties, interest income, the sale of capital assets in the ordinary course of business and the proceeds from any business interruption insurance, but excluding Capital Contributions from Shareholders, the proceeds from a Capital Transaction, the proceeds of any debt financing and the proceeds of any casualty, life or other insurance (unless otherwise determined by the Directors) less (i) the payment or amount accrued for payment of all current operating expenses; (ii) any Compensatory Payments to Shareholders for services rendered to the Company; (iii) debt service payments; and (iv) provisions for Reserves established by the Director, but disregarding depreciation, amortization and other noncash deductions. For any particular period, Available Cash Flow and its components, including without limitation the incurring of capital expenses and reserves for reasonable working capital and other requirements and appropriate investments and reinvestments of, by or in

Company, shall be determined by the Director, in the Director's sole and absolute discretion, and shall be binding upon all Shareholders.

10.2 Distribution of Available Cash Flow; Proceeds from Capital Transactions

(a) Available Cash Flow. Subject to the provisions of Section 10.2(c), Available Cash Flow of the Company, if any, shall be distributed among the Shareholders from time to time, as follows:

(i) Tax Distributions. First, as a tax distribution, not later than ninety (90) days following the end of each fiscal year of the Company, an amount equal to the excess of (x) each Shareholders' Presumed Tax Liability for such fiscal year over (y) all amounts previously distributed to such Shareholder during or with respect to the fiscal year (other than any tax distribution made during such fiscal year with respect to a prior fiscal year); and

(ii) Other Distributions. All remaining Available Cash Flow shall be distributed to holders of any issued and outstanding Shares pro rata in proportion to the outstanding Shares held by Shareholders at the time the distribution is made.

(b) Capital Transactions.

(i) Tax Distributions. First, as a tax distribution, not later than thirty (30) days following receipt by the Company of the net proceeds from a Capital Transaction, an amount equal to the excess of (x) each Shareholders' Presumed Tax Liability with respect to the Capital Transaction over (y) all amounts previously distributed to such Shareholder with respect to the Capital Transaction.

(ii) Other Distributions. Subject to the provisions of Section 10.2(c), all remaining net proceeds from a Capital Transaction shall be distributed to holders of any issued and outstanding Shares pro rata in proportion to the outstanding Shares held by Shareholders at the time the distribution is made.

(c) The foregoing provisions of Section 10.2 to the contrary notwithstanding, the Board of Directors shall have the right to apply any Available Cash Flow to be distributed to a Shareholder against any amounts due from, or required to be contributed by, such Shareholder to the Company, in any capacity. Such application of any Available Cash Flow shall be deemed to be a distribution to such Shareholder. If such Available Cash Flow is applied against any amount required to be contributed by any Shareholder to the capital of the Company, such application shall also be deemed to be a contribution to the capital of the Company.

(d) Distributions of Available Cash Flow shall be made to Shareholders of record as of the record date established by the Board of Directors for such distribution, provided however, that Tax Distributions shall be distributed to Shareholders of record for the period to which such Tax Distribution relates, even if a Person is no longer a Shareholder as of the actual date of the Tax Distribution.

(e) Notwithstanding anything to the contrary set forth in this Section 10.2, any

Available Cash Flow which arises during the dissolution or liquidation of the Company shall be distributed in accordance with Section 15 below.

SECTION 11. Allocation of Profits and Losses.

11.1 For purposes of this Section 11, after giving effect to the mandatory allocations set forth in Section 12 and all other adjustments to Capital Accounts for contributions and distributions for the Company's current fiscal year or other applicable periods, Profits or Losses for such fiscal year or other applicable period shall be allocated to the Shareholders as follows:

(a) Profits. An amount of Profits equal to the aggregate negative capital account balances of all Shareholders having negative capital accounts shall be allocated to such Shareholders in proportion to their negative capital account balances until all capital account balances of such Shareholders equal zero. Next, to each Shareholder an amount of Profits equal to the aggregate Losses previously allocated to such Shareholder, until the Shareholders have received aggregate allocations of Profit in an amount equal to the aggregate Losses previously allocated to such Shareholders. Thereafter, (i) Profits recognized in connection with a Capital Transaction shall be allocated to Shareholders in accordance with the provisions of Section 10.2(b)(ii) and all other Profits shall be allocated to Shareholders in accordance with the provisions of Section 10.2(a)(ii).

(b) Losses. First, an amount of Losses equal to the aggregate positive Capital Accounts balances of all Shareholders having positive Capital Accounts shall be allocated to such Shareholders, in proportion to their positive account balances, until all Capital Account balances of such Shareholders equal zero. Next, to each Shareholder an amount of Losses equal to the aggregate Profits previously allocated to such Shareholder, until the Shareholders have received aggregate allocations of Losses in an amount equal to the aggregate Profits previously allocated to such Shareholders. Thereafter, all Losses shall be allocated to Shareholders pro-rata in proportion to the number of Shares held by each.

11.2 Subject to the foregoing, each item of income, gain, loss or expense giving rise to Profits or Losses of the Company for any period shall be allocated among the Shareholders in the same proportion as the Profits or Losses of the Company for such period are allocated among the Shareholders.

SECTION 12 Allocations to Comply With Regulations.

In order to comply with the provisions of applicable Treasury Regulation, the following special allocations of income, gain, loss and expense shall be made notwithstanding the provisions of Section 11 hereof.

12.1 Deficit Capital Account Allocations. Subject to the remaining provisions of this Section 12, in accordance with Treasury Regulation Section 1.704 1(b)(2), no allocation of expenses or losses shall be made pursuant to Section 11 hereof to the extent such allocation would cause or increase a net deficit balance in a Shareholder's Capital Account as of the end of the period to which such allocation relates. Such expenses and losses shall instead be allocated among

the other Shareholders not subject to this limitation in accordance with the number of Shares held by each. For purposes of this Section 12.1, the following rules shall apply:

(a) Each Shareholder's net deficit balance in his or her respective Capital Account shall be determined by adding to such Capital Account balance the amount of such Shareholder's share (as determined pursuant to Treasury Regulation Section 1.704-2) of the total minimum gain of the Company as of the end of the period with respect to which such determination is being made; and

(b) In determining whether an allocation of loss or expense would cause or increase a net deficit balance in a Shareholder's Capital Account as of the end of the period to which such allocation relates, the initial balance in such Shareholder's Capital Account shall be treated as if it reflected an amount equal to the excess of any distributions that, as of the end of such period, reasonably are expected to be made to such Shareholder in any future period over the net book profits reasonably expected to be allocated to such Shareholder during (or prior to) the period in which such distributions are expected to be made.

(c) Qualified Income Offset Provision. If a Shareholder unexpectedly receives an adjustment, allocation or distribution under this Agreement which causes or increases a net deficit balance in such Shareholder's Capital Account as of the end of the period to which such adjustment, allocation or distribution relates, such Shareholder will be allocated items of income and gain in an amount and manner sufficient to eliminate such net deficit balance as quickly as possible. The rules set forth in Section 12.1(a) and (b) shall apply for purposes of determining whether any adjustment, allocation or distribution would cause or increase a net deficit balance in any Shareholder's Capital Account.

(d) Minimum Gain Chargeback Provision. If there is a net decrease in the Minimum Gain of the Company (as determined pursuant to Treasury Regulation Section 1.704-2) during any period, then each Shareholder shall be allocated items of income and gain in accordance with the provisions of Treasury Regulation Section 1.704-2.

(e) Section 704(c) Adjustments. Income, gain, loss and deduction attributable to property contributed to the Company by a Shareholder shall be shared among the Shareholders so as to take into account any variation between the Company's basis in such property and its fair market value as of the date it was contributed to the Company, pursuant to Treasury Regulations under Section 704(c) of the Code.

12.2 Subsequent Allocations. Any special allocations of items of income, gain, loss or expense made pursuant to this Section 12 shall be taken into account in computing subsequent allocations of income, gain, loss and expense pursuant to Section 12 hereof, so that the net amount of any item of income, gain, loss and expense allocated to each Shareholder pursuant to Section 11 hereof and this Section 12 shall, to the extent possible, be equal to the amount of such items of income, gain, loss and expense that would have been allocated to such Shareholder pursuant to such sections if the special allocations of income, gain, loss or expense required by this Section 12 had not been made.

12.3 Interpretation of these Provisions. The provisions of Sections 12.1 through

12.3 are intended to comply with the provisions of Treasury Regulation Sections 1.704-1(b)(2) and 1.704-2 and shall be interpreted consistently therewith.

SECTION 13 Transfers; Assignments.

13.1 General Provisions. No Shareholder may withdraw or resign as a Shareholder or Transfer all or any portion of, or right in or to, such Shareholder's Shares in the Company, except as provided in Section 13.

13.2 Transfers. All Transfers shall be conditioned upon compliance with applicable securities laws. As a condition precedent to any such Transfer, the Director may require that the Shareholder deliver to them an opinion of counsel satisfactory in form and substance to the Director that the proposed Transfer would not violate any applicable securities laws or result in a termination of the Company for purposes of Section 708 of the Code. All Transfers shall be by instrument in form and substance satisfactory to the Director. Any Transfer in violation of this Agreement, to the extent permitted by applicable law, shall be null and void and shall not operate to vest any rights in the Company in any transferee; and in any event, all Shares which may be transferred by operation of law notwithstanding the provisions hereof, shall continue to be subject to the terms of this Agreement. Every permitted transferee of any Shares of the Company, as a condition precedent to such Transfer, shall execute a counterpart of or joinder to this Agreement, agreeing to become a party to and bound by the terms of this Agreement, as the same may have been amended. The transferor shall execute and acknowledge all such instruments, in form and substance satisfactory to the Company as may be necessary or desirable to effectuate such Transfer.

13.3 Certain Transfer Rights; Right of First Refusal; Purchase Option.

(a) Rights of a Shareholder to Transfer Shares. No Shareholder shall directly or indirectly Transfer any Shares of the Company now or hereafter owned by such Shareholder, except in accordance with the terms of this Section 13.

(i) Permitted and Prohibited Transfers. Subject to the other provisions of this Section 13, each Shareholder shall have the right to transfer any or all of the Shares now owned or hereafter acquired by such Shareholder (A) to his/her spouse or issue, (B) to a trust for the benefit of such Persons, or (C) to an entity which is controlled by such Shareholder by virtue of majority equity ownership or permanency in retained voting rights (each, a "Permitted Transferee" and collectively, the "Permitted Transferees") with the consent of the Director and subject to the Act and Regulations. A transfer to a Permitted Transferee may be made upon death or at any time during the life of the Shareholder, provided, however, that as a condition precedent to the obligation of the Company to recognize such Transfer of Shares each such Permitted Transferee shall become a party to this Agreement by executing a counterpart hereof and agreeing to be bound hereby.

(ii) Right of First Refusal.

(A) If at any time a Shareholder desires to sell or otherwise Transfer any or all of its Shares to a bona fide offer from an unaffiliated third party, (a "Third Party

Offer”), then such Shareholder must submit a written offer (the “Offer Notification”) the other Shareholders (the “Non-selling Shareholders”) and the Company to sell such Shares to the Non-selling Shareholders or Company, as the case may be, on the terms and conditions, including the purchase price, not less favorable than those on which the Shareholder proposes to sell the Shares to the unaffiliated third party. The Offer Notification shall include a copy of the Third-Party Offer, and set forth in reasonable detail the name and address of the proposed purchaser, the identities of the proposed purchaser’s business principals, the nature of the proposed purchaser’s business(es), and the amount, terms and conditions of the sales price (the “Purchase Terms”). It is understood and agreed that (i) no Third Party Offer shall encompass or be conditioned upon the sale of any property of the Shareholder’s Shares in the Company proposed for sale or transfer in the Third Party Offer; (ii) every Third Party Offer shall require the transferee to execute a counterpart of this Agreement as a condition of the sale; (iii) any Shares sold to such a third party purchaser shall continue to be subject to the provisions of this Agreement, including the restrictions on Transfer; and (iv) such sale shall be conditional until review and approval under the Regulations is obtained.

(B) Within thirty (30) business days following receipt of the Offer Notification, the Non-selling Shareholders or Company, as the case may be, will notify the Shareholder if the Non-selling Shareholders (or Company) desire to purchase the Shareholder’s Interest for the Purchase Terms (a “Positive Response”) or if the Shareholder is free to sell its Interest (a “Negative Response”). A decision by the Company to exercise its right of first refusal will be made by Supermajority Consent of the Shareholders. If the Non-selling Shareholders (or Company) sends a Positive Response to the Shareholder, Non-selling Shareholders (or Company) will acquire and the Shareholder will sell to the Non-selling Shareholders all but not less than all of Shareholder’s Shares proposed for sale or Transfer in the Third Party Offer at the price and on the Purchase Terms; provided, however, if any of the consideration set forth in the Purchase Terms is other than cash, the Non-selling Shareholders (or Company) shall have the option to pay either such non-cash consideration or the fair market value thereof in connection with exercising its right of first refusal hereunder. The closing date for the sale (the “Purchase Date”) will be agreed among Non-selling Shareholders (or Company) and the Shareholder, but in no event will the Purchase Date be more than forty-five (45) days from the date of the Positive Response.

(C) If the Non-selling Shareholders or Company, in response to an Offer Notification, send a Negative Response to the Shareholder, the Shareholder may sell its Shares to the Third Party, under the Purchase Terms described in the Offer Notification, at any time within sixty (60) days after receipt of the Negative Response. If the Shareholder does not complete the sale of his/her Shares to within sixty (60) days after receipt of the Negative Response, any subsequent proposed sale will be subject to the requirements of a prior offer pursuant to this Section 13.

(D) Notwithstanding the foregoing, subject to the Act, Regulations and the terms of this Agreement, Shareholders may, without first offering such Shares for sale to the Company, Transfer all or a portion of their specific class of Shares to other Shareholders within their classification pro-rata in relation to the Shareholders wishing to

acquire and purchase the Shares upon such terms and conditions as such Shareholders shall mutually agree; provided however, any monetary consideration received from such Transfer shall first be applied to the satisfaction and discharge of such Shareholder's capital account or indebtedness to the Company, if any. Upon completion of such a Transfer, the Capital Accounts of the Shareholders will be amended, accordingly.

(E) The sale of all or substantially all of the Shares in the Company (including pursuant to a merger or consolidation) shall be exempt from the foregoing provisions of this Section 13.3(a)(ii).

(b) Tax Treatment. In the event the Company purchases the Shares of a Shareholder pursuant to the provisions of this Section 13, such redemption shall be governed by the provisions of Section 736(a) and not Section 736(b) of the Code.

13.4 Admission of Substitute Shareholders.

(a) Subject to the other provisions of this Agreement, an assignee of the Shares of a Shareholder of the Company (which shall be understood to include any purchaser, transferee, donee or other recipient of any disposition of such Shares, including any transfer by operation of law) shall be deemed admitted as a Shareholder of the Company only upon the satisfactory completion of the following:

(i) The consent of the Director, which consent shall not be unreasonably withheld;

(ii) the assignee shall have accepted and agreed to be bound by the terms and provisions of this Agreement by executing a counterpart hereof and such other documents or instruments as the Director may require in order to effectuate the admission of such person as a Shareholder of the Company;

(iii) the review and approval of the purchasing Shareholder by regulatory authorities pursuant to the Regulations;

(iii) If the assignee is a corporation or other form of business entity, the assignee shall have provided to the Director evidence satisfactory to counsel to the Company of its power and authority to become a Shareholder under the terms and provisions of this Agreement;

(iv) The assignee shall have paid all reasonable legal fees of the Company in connection with the substitution of such party as a Shareholder.

(v) For purposes of allocating profits and losses and distributions pursuant to the terms of this Agreement, a Shareholder shall be deemed as having become a Shareholder upon the signing of this Agreement to the extent permitted under applicable tax law.

13.5 No Assignment/Transfer. Notwithstanding anything to the contrary herein, Shareholders expressly agree that they will not, voluntarily or by operation of law, pledge, sell,

assign, transfer or in any way encumber or alienate by gift or otherwise all or any portion of the Shares in the Company, whether now owned or hereafter acquired, without the prior written consent of the Director. Any purported transfer in violation of this Agreement shall be void and ineffectual and shall not operate to transfer any right, interest or title to the Shares to the purported transferee.

13.6. Involuntary Transfer of a Shareholder Interest. A creditor's charging order or lien on a Shareholder's Shares, bankruptcy of a Shareholder, or other involuntary transfer of Shareholder's Shares, shall constitute a material breach of this Agreement by such Shareholder. The creditor, transferee or other claimant, shall only be entitled to receive the share of profits and the return of capital to which the Shareholder would otherwise have been entitled, and shall have no right to become a Shareholder, or to participate in the management of the business and affairs of the Company as a Shareholder or Director under any circumstances. The Director, may elect, by written notice that is provided to the creditor, transferee or other claimant, at any time, to have the Company purchase all or any part of Shares that were/are the subject of the creditor's charging order, lien, bankruptcy, or other involuntary transfer, at a price that is equal to one-half (1/2) of the book value of such interest, adjusted for Profits and Losses to the date of purchase. The Shareholders agree that such valuation is a good-faith attempt at fixing the value of the Shares, after taking into account that the Shares do not include all of the rights of a Shareholder, and after deducting damages that are due to the material breach of this Agreement.

13.7 Bring Along Rights. If at any time the Shareholders, acting by a vote of seventy-five (75%) percent or more of all issued and outstanding Shares (collectively, the "Majority Sellers"), elect to sell or exchange all of the Shares in the Company owned by them to an unrelated third party (the "Proposed Transferee") in an arms-length transaction, then the Company shall have the right (the "Bring Along Right") to require each other Shareholder of the Company to sell to the Proposed Transferee for the same pro-rata consideration received by the Majority Sellers with respect to their respective classes of Shares, all of the Shares held by such Shareholders. To exercise the Bring Along Right, the Majority Sellers shall first give to the Company and each other Shareholder of record a written notice (a "Bring Along Notice") executed by the Majority Sellers and the Proposed Transferee and identifying (A) the Shares to be sold or exchanged and certifying that such Shares constitute all of the Shares in the Company held by the Majority Sellers, (B) the name and address of the Proposed Transferee, (C) the proposed purchase price, terms of payment and other material terms and conditions of the Proposed Transferee's offer, (D) a statement by the Proposed Transferee that the Proposed Transferee (x) has been informed of the Bring Along Right provided for in this Section 13.7 and (y) has agreed to purchase the Shares in accordance with the terms hereof and (E) the aggregate Shares of each other Shareholder with respect to which the Majority Sellers wish to exercise its Bring Along Right pursuant hereto. Each Shareholder shall thereafter be obligated to sell to the Proposed Transferee the Shares subject to such Bring Along Notice, provided that the sale to the Proposed Transferee is consummated within ninety (90) days of delivery of the Bring Along Notice. If the sale is not consummated within such ninety (90) day period, then each affected Shareholder may sell, but shall no longer be obligated to sell, such Shareholders' Shares pursuant to such Bring Along Notice. The parties acknowledge that the Shares are unique assets and that money damages would be insufficient to in the event a Shareholder breached its obligations hereunder. Accordingly, in the event of any breach by one or more Shareholders of the provisions of this Section 13.6, the Company and the Majority Sellers

shall be entitled to seek the remedy of specific performance, in addition to all other remedies available at law or in equity.

SECTION 14. Dissolution. The Company shall have a perpetual existence, unless otherwise provided in the Certificate or unless it is dissolved pursuant to this Section 14. The Company shall dissolve, and its affairs wound up, upon the first to occur of the following: (a) the Supermajority Consent of the Shareholders; (b) the sale or exchange of all or substantially all of the operating assets of the Company in accordance with Section 8.6; or (c) the entry of a decree of judicial dissolution or any other event which results in dissolution of the Company under the Act and Regulations.

SECTION 15. Liquidation. The Company shall be liquidated in connection with its dissolution and the assets of the Company shall be distributed as follows: (a) to the payment of debts and liabilities of the Company; and (b) to the establishment of reasonable reserves for unliquidated claims, contingent liabilities and expenses of dissolution and liquidation. After taking into consideration all Capital Account adjustments for all prior periods and for the current fiscal year, any remaining assets shall be distributed to Shareholders, pro-rata, according to their positive capital account balances. IN NO EVENT SHALL ANY SHAREHOLDER HAVING A DEFICIT CAPITAL ACCOUNT BALANCE UPON TERMINATION OF THE COMPANY OR SUCH SHAREHOLDERS INTEREST IN THE COMPANY BE REQUIRED TO RESTORE SUCH DEFICIT.

SECTION 16 Competing Activities; Interested Party Transactions.

16.1 Competing Activities. Subject to the last sentence of this Section 16.1, and the Regulations, the Shareholders and the Director may participate in any business or investment activity, without accountability to the Company or any other Shareholder, including any accountability for any profit, benefit or compensation received in connection with such other business or investment activities, none of which shall be void or voidable by reason of such Person's relationship with the Company. The Company recognizes that the Shareholders and Director are or may be engaged in the other business and investment activities, whether independently or with others, and that neither the continuation and/or development of such businesses, business opportunities and investment activities, nor the failure to disclose any information relating thereto, will give rise to a cause of action or claim by the Company or the other Shareholders against such Shareholders or Director or their respective other businesses, for any of the profits thereof and the Company shall not have any rights with respect to such other businesses or investments. Notwithstanding the foregoing, no Shareholder or Director, directly or indirectly, may engage in any business or investment activity which competes directly with the business of the Company within Bristol County within the State, without the written approval of a majority of the disinterested Shareholders, provided that ownership of less than five (5%) percent of the equity securities of any publicly traded entity shall not be deemed to constitute a breach of this Section 16.1.

16.2 Interested Transactions. The Shareholders and the Director may enter into contracts with the Company and its Affiliates to the maximum extent permitted by applicable law, all in the same manner and with the same freedom as though such Person were not a Shareholder or Director and without accountability for any profit, benefit or compensation received in

connection with such actions or relationships, none of which shall be void or voidable by reason of such relationship.

SECTION 17 Loans and Guarantees. The Shareholders may, but shall not be required to, make loans to the Company and/or guarantee liabilities of the Company. Any loans or guarantees made or given by a Shareholder shall be on such terms and conditions as shall be agreed upon by the Shareholder and the Company.

SECTION 18 Certain Expenses by Shareholders. The Shareholders acknowledge and agree that they are expected to incur certain expenses related to the business of the Company from time to time, including without limitation, expenses for transportation, meals, lodging, long distance and cellular telephone charges, postage and other office and business related expenses. Unless otherwise (i) agreed upon in writing, or (ii) set forth in written policies adopted by the Director from time to time, the Company shall not be obligated to reimburse the Shareholders for all or any part of such expenses.

SECTION 19 Books, Records and Reports.

19.1 Books and Records. The Company shall maintain complete and accurate books and records using either the cash method or the accrual method of accounting, as the Directors may determine, and otherwise in accordance with GAAP. The Company shall also maintain a complete list of the Shareholders of the Company, a true copy of this Agreement, records of proceedings of the Shareholders, the Director and any other documents or records required by the Act. The books and records shall at all times be maintained at the principal office of the Company.

19.2 Tax Information. As soon as available after the end of each fiscal year of the Company, the Director shall send or cause to be sent to each Shareholder the tax information necessary for the preparation by such Shareholder of such Shareholder's federal and other income tax returns.

19.3 Periodic Reports. As soon as available after the end of each fiscal year, the Director shall cause to be prepared, and upon written request, shall transmit to each Shareholder the financial statements of the Company for the immediately preceding fiscal year. Such financial statements shall be prepared by the Company's independent certified public accountants in accordance with GAAP, and shall include: (i) a balance sheet of the Company as of the last day of such fiscal year; (ii) a statement of income of the Company for such fiscal year; (iii) a cash flow statement of the Company; and (iv) any other information required to be included in certified or reviewed financial statements in accordance with GAAP. All such financial statements shall be reviewed statements, unless the Director requests that the Company's certified public accountants prepare audited (certified) financial statements for any particular year(s), in which event the requesting Shareholders will be provided with audited financial statements of the Company for such year(s). Upon written request of a Shareholder, the Director shall also provide to such Shareholder (i) internal financial statements, including a balance sheet and income statement for the immediately preceding fiscal quarter, (ii) a copy of the Approved Budget and (iii) a copy of the Company's federal income tax return, as most recently filed.

19.4 Informational Rights

The Shareholders shall have informational rights as provided by the Act and other applicable law, provided however, the Company shall not be obligated to provide any information or access to a Shareholder if or to the extent the Company is advised by its legal counsel that such action could result in a waiver of attorney/client privilege as between the Company and its legal counsel.

SECTION 20 Amendments. Except to the extent specifically set forth herein, including without limitation, an amendment described in Section 9 with respect to the issuance of additional authorized Shares, this Agreement may be amended only by a vote of seventy-five (75%) percent or more of all issued and outstanding Shares, provided, however, that no such amendment shall result in dilution of a Shareholder's interest in Profits, Losses and distributions (except on a pro-rata basis with other Shareholders) or require a non-consenting Shareholder to make any additional capital contributions or loans to the Company, or to guaranty any debt or obligation of the Company without such Shareholder's express written consent. Any amendment to this Agreement approved in accordance with the terms of Section 9 or this Section 20 shall be binding upon all Shareholders, whether or not they consented to or joined in such amendment, and the Director shall have the right to execute and deliver any amendment to this Agreement approved in accordance with the terms hereof, in the name and on behalf of any such Shareholder. Any amendment so approved shall for all purposes, including without limitation, the purposes of the Act, have the same force and effect as an amendment manually signed and delivered by all of the Shareholders.

SECTION 21 Headings. Headings and paragraph and section titles are for convenience only and have no significance in the interpretation of this Agreement.

SECTION 22 Resolution of Inconsistencies. If there are inconsistencies between this Agreement and the Certificate of the Company, the Certificate will control and this Agreement will be considered to have been amended in the specifics necessary to eliminate the inconsistencies. If there are inconsistencies between this Agreement and the Act, this Agreement will control, except to the extent the inconsistencies relate to provisions of the Act that the Shareholders cannot alter by agreement. Without limiting the generality of the foregoing, unless the language or context clearly indicates a different intent, the provisions of this Agreement pertaining to the Company's governance and financial affairs and the rights of the Shareholder upon dissolution will supersede the provisions of the Act relating to the same matters.

SECTION 23 Indemnification.

23.1 General. The Company shall indemnify each Shareholder and Director their respective representatives and agents (the "Indemnified Person") who was or is a party, or is threatened to be made a party, to any pending, threatened or completed action, suit or proceeding, whether criminal, civil, administrative or investigatory, by reason of the fact that such Indemnified Person is or was a Shareholder, Director or officer of the Company, or is or was serving at the request of the Company or the Directors as a director, or officer against expenses, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by such Indemnified Person in connection with such action, suit or proceeding, to the maximum extent permitted by the Act and

Regulations, provided however that, in the case of a settlement, the terms of such settlement shall first be approved in writing by the a majority of the disinterested Directors. The Company may, but shall not be required to indemnify any employee of the Company on the same terms, or on such other terms as the Director deem appropriate. Notwithstanding the foregoing, an Indemnified Person shall be entitled to indemnification hereunder for alleged violation of federal and state securities laws only to the maximum extent permitted by such laws. The indemnification rights of Shareholders, Director and officers of the Company shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his or her rights hereunder.

23.2 Advance Payment. The right to indemnification provided for in this Section 23 shall include the right to be paid or reimbursed by the Company, the reasonable expenses incurred by the Indemnified Person, in advance of the final disposition of any such action, suit or proceeding and without any determination as to the Indemnified Person's ultimate entitlement to indemnification; provided however, that the payment of such expenses incurred by any Indemnified Person in advance of the final disposition shall be made only upon delivery to the Company of a written affirmation of Indemnified Person of his or her good faith belief that the Indemnified Person has met the standard of conduct necessary to be indemnified under this Section 23 in a written undertaking in form and substance acceptable to the Directors by Indemnified Person to repay all amounts so advanced if it shall ultimately be determined that such Indemnified Person is not entitled to be indemnified under this Section 23 or otherwise. Such undertaking may be accepted by the Directors without reference to the financial ability of the Indemnified Person to make repayment. Upon receipt of an undertaking by Indemnified Person to repay such advance if he or she shall be adjudicated to be not entitled to indemnification, the Company may make payment of indemnified costs in advance of the final disposition of an action, suit or proceeding. Such advance payment shall be made within sixty (60) days after receipt by the Company of the written request of the Indemnified Person, which request shall include appropriate documentation relating to such costs, such as bills from attorneys for services rendered in connection with such action, suit or proceeding. The rights of Shareholders, Director and officers of the Company to receive advance payment of expenses shall vest upon such Person becoming a Shareholder, Director or officer, as the case may be, and any subsequent amendment of this Agreement after such person ceases to be a Shareholder, Director and officer shall not affect his or her rights hereunder.

23.3 Exculpation. Notwithstanding any other provision of this Agreement, no officer or Director of the Company shall be liable to the Company or to any Shareholder for any act or failure to act if such act or failure to act is based upon the reasonable business judgment of the officer or Director and was taken in good faith, with the reasonable belief that such action or failure to act was in the best interest of the Company and its Shareholders. It is the intent of the parties that this Section 22 shall be binding to the maximum extent permitted by law.

SECTION 24 Governing Law. This Agreement shall be construed and enforced in accordance with the internal laws of the Commonwealth of Massachusetts, without regard to its conflict of law provisions or those of any other jurisdiction. AS A MATERIAL INDUCEMENT FOR EACH SHAREHOLDER TO BECOME A PARTY TO THIS AGREEMENT, EACH OTHER SHAREHOLDER HEREBY CONSENTS TO THE EXCLUSIVE JURISDICTION

AND VENUE OF THE STATE COURTS OF MASSACHUSETTS, AND ALL COURTS FROM WHICH DECISIONS OF THE FOREGOING MAY BE APPEALED FOR PURPOSES OF ANY LITIGATION ARISING FROM THIS AGREEMENT, INCLUDING ENFORCEMENT OF ANY ARBITRATOR'S AWARD UNDER SECTION 26, AND EACH SHAREHOLDER HEREBY WAIVES ANY AND ALL RIGHTS SUCH SHAREHOLDER MAY OTHERWISE HAVE TO CONTEST THE JURISDICTION AND VENUE OF SUCH COURTS.

SECTION 25 Representations and Warranties of Shareholders.

Each of the undersigned Shareholders of the Company hereby represent and warrant to the other and to the Company as follows:

25.1 The undersigned has the legal right, power and authority to enter into this agreement and represents and warrants that the execution and delivery of this Agreement and the performance of the Shareholder's obligations hereunder do not conflict with any agreement, instrument, court or administrative order to which such Shareholder is a party or by which such Shareholder is bound.

25.2 Upon the execution and delivery of this Agreement by the undersigned, it shall represent the valid, binding and legal obligation of the undersigned, enforceable in accordance with its terms.

25.3 The undersigned has had the opportunity to consult with his/her own attorney prior to signing and delivering this Agreement, has read and understands the Agreement and has signed and delivered the Agreement with the intent to be legally bound.

SECTION 26 Mediation; Arbitration.

THE PARTIES HEREBY AGREE THAT, UNLESS OTHERWISE SPECIFICALLY REQUIRED BY LAW, ANY AND ALL DISPUTES, AND LEGAL AND EQUITABLE CLAIMS ARISING BETWEEN OR AMONG THE SHAREHOLDERS, THE DIRECTORS, THE OFFICERS, THE COMPANY, OR ANY OF THEM OR ANY COMBINATION OF THEM, WHICH RELATE TO THE RIGHTS AND OBLIGATIONS OF SUCH PERSONS UNDER THE TERMS OF THIS AGREEMENT, ANY AGREEMENT CONTEMPLATED HEREBY, OR ANY FUTURE AGREEMENT, UNDERSTANDING OR INSTRUMENT TO WHICH TWO OR MORE SUCH PERSONS MAY BE PARTIES (EXCEPT FOR DISPUTES OR CLAIMS REGARDING CONFIDENTIALITY OBLIGATIONS, MISAPPROPRIATION OF INTELLECTUAL PROPERTY OR OTHER CLAIMS FOR EQUITABLE RELIEF), SHALL FIRST BE SUBJECT TO MEDIATION BEFORE MUTUALLY AGREEABLE MEDIATOR, THEN, IF UNRESOLVED, SHALL BE SUBMITTED TO BINDING ARBITRATION BEFORE A SINGLE ARBITRATOR IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION, PROVIDED HOWEVER THAT NOTHING SET FORTH IN THIS SECTION 26 SHALL BE DEEMED TO PREVENT A PARTY FOR COMMENCING ACTION IN A COURT OF COMPETENT JURISDICTION IF SUCH PARTY IS SEEKING INJUNCTIVE OR OTHER EQUITABLE RELIEF.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,



By: Derek A. Ross
Its: Authorized Shareholder and Director

SHAREHOLDERS,

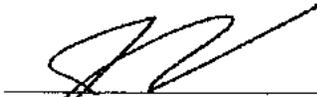


Derek A. Ross



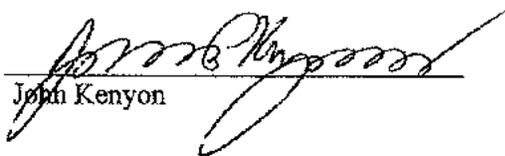
Michael Shine

Brett Fish



John May

Duncan Harris



John Kenyon

[SIGNATURE PAGE TO OPERATING AGREEMENT]

IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,

By: Derek A. Ross
Its: Authorized Shareholder and Director

SHAREHOLDERS,

Derek A. Ross

Michael Shine

Brett Fish

John May



Duncan Harris

John Kenyon

[SIGNATURE PAGE TO OPERATING AGREEMENT]

IN WITNESS WHEREOF, the Company and the undersigned Shareholders have signed and delivered this Agreement as of the date first written above, or if later, the date set forth after the Shareholder's signature below.

BCWC LLC,

By: Derek A. Ross
Its: Authorized Shareholder and Director

SHAREHOLDERS,

Derek A. Ross

Michael Shine


Brett Fish

John May

Duncan Harris

John Kenyon

ANNEX A

SHAREHOLDERS AND NUMBER OF SHARES ISSUED AND OUTSTANDING

The below Shareholders are "Founders" of the Company.

<u>Name</u>	<u>No. of Shares Held</u>
Derek A. Ross	200,000
Michael Shine	50,000
Brett Fish	80,000
John May	55,000
Duncan Harris	50,000
John Kenyon	<u>55,000</u>
<u>Total Issued Shares:</u>	490,000



Plan for Obtaining Liability Insurance

Canna Provisions is currently an operating Retail Marijuana Establishments in Lee and Holyoke, Massachusetts and maintains the insurance requirements outlined in 935 CMR 500.105(10)

I. Purpose

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

II. Plan

1. Canna Provisions has and will maintain an insurance policy in place that satisfies the requirement under 935 CMR 500.105(10).
 - a. Canna Provisions has obtained and will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
 - b. The deductible for each policy is not higher than \$5,000 per occurrence.
2. Canna Provisions will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.

CANNA PROVISIONS, INC.

BUSINESS PLAN

Canna Provisions, Inc. ("CP") is a Massachusetts corporation formed for the purpose of obtaining State and municipal licensing for recreational marijuana sales and for a cultivation facility and a connected manufacturing/extraction facility.

While not currently seeking medical marijuana licensing, CP recognizes the important role of cannabis as a medicine and intends on providing information and products that meet the needs of those seeking medical benefits.

Licensing Process

CP has leases on a building in Holyoke and another in Lee. CP has opened retail stores in both locations to sell marijuana for adult recreational use.

Canna Provisions on August 18th was approved for change of ownership of license MCN281970. This provisional license is going through the final stage of licensing.

This application to the CCC is for the renewal of license for the Sheffield cultivation location. Another application has been filed for a cultivation and manufacturing facility in Lee and that location has a provisional license. Completion of this facility will be in 2nd quarter of 2021.

Lee Retail Store Location

CP has leased a 1.8-acre site with a building on Housatonic Street in Lee, MA. Lee is the gateway to the Berkshires. A small town of almost 2,500 residents, it is noted for being a tourist destination for shopping, music, theater, art, hiking, biking, river sports as well as winter sports like snowmobiling and cross-country skiing. This four-season destination is quintessential New England.

Lee is the first exit off the Mass Pike from New York state. It sits along the banks of the Housatonic River and has two main streets- Housatonic Street and Main Street. The CP 2,500 sf Marijuana Establishment is currently operational. The site has plenty of parking, +25 spots, as well as easy entry and exit from Housatonic Street. The building is split level offering in store sales on the main floor and pre-orders on the main floor as well as upstairs.

Holyoke Retail Store Location

Holyoke is a former mill town of 40,000 residents. The City is surrounded by several more affluent towns and several dozen colleges with over 70,000 students within 25 minutes of the dispensary.

Holyoke lies at the intersection of two major New England interstate Highways; US 91 which runs north/south and US 90 which runs east west connecting Boston to Albany, NY. Both US 91 and US 90 have exits near the Holyoke dispensary, only 5 minutes away from the Dwight Street site. This property is located in downtown Holyoke, on Dwight Street. Adequate parking is available.

The CP lease of the 4,000 sf dispensary is for 15 years starting at \$3902 per month and going to \$4,326 in the fourth year of the lease. This store offers a large sales floor with unique displays of each vendor as well as a pre-order counter.

Cultivation Facility in Lee

CP has an 8-acre site under contract in Lee, MA. This site is permitted for marijuana cultivation under the new Town of Lee marijuana ordinance. An application for a building permit is being submitted. Phase one of the cultivation facility is a prefabricated 10,000 sf indoor, climate controlled, multi-bay hybrid greenhouse. Annual harvest of 3000 to 3200 pounds of flower product are expected from this facility. The greenhouse structure will be supported by a solid wall building that is currently in design-phase and will include space for genetics, trim/dry/cure spaces, packaging and other ancillary areas.

The facility will also include an extraction facility for oils, tinctures and other concentrates. Phase 2 will include an easy expansion by adding additional pre-fabricated 3,000sf bays each. The facility will also include an extraction facility for oils, tinctures and other concentrates.

Cultivation Facility in Sheffield

CP has leased an approximately 7,200 SF warehouse on 5.95 acres. The 7,200 SF building is built out to 5,000 SF of canopy and the rest of the building for dry, cure, trim, packaging and storage as well as office space. We anticipate approximately 100 pounds of finished flower per month out of this facility. Phase 2 of Sheffield is to expand into another building on the parcel as well as an outdoor cultivation commencing in 2021.

Supply

Until our cultivation facility in Lee is licensed and built and is producing marijuana, CP plans to source product from existing third party cultivation operations within the State. CP has an LOI with one craft supplier and is negotiating with several other cultivators with existing grow facilities. CP has also developed strong relationships with current and future suppliers and are confident in our ability to procure enough product to sustain operations until our own supply comes online. There are risks of supply shortages but CP views these potential shortages as temporary as existing growers are expanding their current facilities to meet demand, new entrants are likely to emerge and CP has

the right to build its own cultivation facility. Currently there are ample supplies of oils and concentrates available for vape pens and cartridges and other forms of concentrates and edibles.

Retail Sales Financial Forecasts

Based on historical sales of medical marijuana over the past two years in Massachusetts and legal medical and recreational sales in other States over 3 to 12 years, CP's advisors have been able to project expected sales. The key assumptions underlying the forecast is that at least 10% of the population will become recreational retail customers.

In addition to the local market within each store's surroundings there will be substantial out of state consumers, depending on the ease of access of the local dispensary to this out of state population.

Colorado has made the transition from Medical-only sales to recreational sales and its historical data indicates a 3-fold increase in gross sales within the first three years of recreational sales. With Massachusetts having a much more nascent medical marijuana patient base, the expansion into recreational adult sales with most likely result in about a 5 to 8-fold increase over medical marijuana sales to date. About 50% of Colorado's recreational marijuana sales are from out of state buyers and this is expected to be the same in Massachusetts.

For the Holyoke Retail Sales forecasts, it is assumed that in the first year an average of 200-275 customers will visit each store each day. They are expected to average \$110 per visit.

Financing

CP has to date been funded directly by the majority owner, Eugene McCain and will continue to be similarly funded until licensing occurs. To date, Mr. McCain has invested over \$200,000 in leasing fees, property studies, phase one reports, cannabis industry consulting, architectural works, legal works. Funds were raised thru family and friends.

Our minimum financing needs for the build out of our first store in Lee, is \$650,000.

CP has over \$100,000 in cash on hand for continuing soft costs. Our investors are on standby to inject additional funding to build out our facilities.

For the full build-out of all our planned facilities, the CapEx and OpEx needs, until self-sustainability and profitability, are \$5,844,000. CP is currently in negotiations with several investors as non-equity financing in the form of buy/leaseback real estate transactions. These will be implemented upon receipt of the State licenses.

Any and all investors and financing options will be rightfully submitted to the Cannabis Control Commission for approval. Until such times as they are submitted and approved, the ownership and financing of the company will remain as currently stated.

Plans to Grow the Business

CP plans to expand its retail business from its two recreational retail stores in Lee and Holyoke to a recreational retail store in Metro West Boston. For cultivation, the size of the phase 2 expansion of the facility will be based on retail sales experience in Lee and Holyoke and the anticipated inventory needs.

Management Team

CP has been fortunate to have Meg Sanders and Erik Williams, of Will and Way Consulting, join them for the management of Canna Provisions, Inc. Initially they are working under a consulting contract with CP and will be transitioning into a full employment agreement.

Meg and Erik have over 17 years of combined experience in the legal cannabis cultivation, manufacturing and retailing industry. Meg is co-founder and former CEO of Mindful, Inc. in Denver, Colorado, and Meg and Erik set it on a positive path of growth. It now has 5 retail medical and recreational retail stores, a 44,000sf cultivation facility, and a 25,000sf extraction and product manufacturing facility. Two years ago, Meg and Erik moved back east to participate in Massachusetts' roll out of its own legal marijuana business development.

Meg and Erik are joined by Eugene McCain, who spent most of his adult life in the real estate industry in California, Hawaii, Japan and Thailand. Eugene has developed several residential communities and several hotel/resorts. He brings his general business and real estate experience to Canna Provisions. Eugene will assist Meg and Erik as they complete the licensing and permitting process and the build out and development of the properties and facilities. Meg and Erik will be the managers of the operations, once started.

Compliance

The CP team includes a team of experts as it relates to this highly regulated industry CP has engaged with AC3, LLC. an expert in regulatory compliance in the legal marijuana industry. Led by a former Massachusetts Department of Public Health regulator AC3 will consult and advise CP on licensing and compliance issues.

In addition to AC3, Meg Sanders, one of our senior executives, has been in the marijuana industry in Colorado since 2010 as Director of Operations and Compliance, and largely as the Chief Executive Officer of Mindful. Meg oversaw daily cultivation, processing, and manufacturing procedures, as well as all regulatory local, state, and applicable federal compliance procedures. Currently, Meg Sanders helps other

companies implement business development and strategies for compliant and effective operations.

Security

The CP team has extensive direct, indirect and third-party analytical experience with securing diverse cannabis properties across the United States. CP will fully comply with all State and local security requirements for Marijuana Establishments. CP has submitted, along with American Alarm Company, detailed security plans to the Police Chief of the City of Holyoke and the Police Chief in Lee. Both of the Police Chiefs have formally approved the CP Security Plans in writing to the City Council and the Town Select Board, respectively.

Marketing

Canna Provisions believes that the best marketing we can possibly do is provide a professional, thoughtful experience in our stores. We are committed to extensive training of all of our employees to ensure the highest quality experience for all of our customers. Our staff will have thorough and proven understanding of all of our products so that they can communicate effectively to customers in our store. In addition to customer service and product training, we will be advertising in local newspapers and magazines, utilizing social media and will have a customer loyalty program allowing customers to opt-in to our newsletters and text blasts. We will follow all state and local laws with regards to marketing and advertising and include all required warning statements. In addition to our training, marketing and advertising- our retail environment will be thoughtful to the local look and feel of our surroundings with an emphasis on local products, local employees and a commitment to our community.

Team Members

Canna Provisions believes there is no greater asset than our team members. We are committed to extensive and on-going training of all team members. Our goal is to hire locally and we will work with local agencies as well as host job fairs to ensure our community has an opportunity to apply for work. Our responsible and accountable team members will undergo State background checks, have quarterly reviews, and will receive fair compensation, paid time off, benefits, education reimbursement and payment for hours spent volunteering in our local community.

Corporate Responsibility

Canna Provisions' commitment to corporate responsibility is embedded in our Company Values Statement, which drives our commitment to the local community and the Commonwealth. It drives our employee culture, charitable giving, sustainable choices, and all we do :

Respect All Humans

Customers, Employees, Neighbors, Detractors, Regulators

Commit to Excellence

Products, Employees, Service, Facilities, Experience

Promote Best Practices

Compliance, Security, Innovation, Transparency, Education

Honor our Place

Community, Neighborhood, Environment, Industry, Government

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	Total	Total	Total	Total
Best Market Projections - cash basis	FY 2018	Y/E 2019	Y/E 2020	Y/E 2021
Revenue				
Cannabis Flower Production (lbs)	195	2405	3000	3000
Price Per Pound	n/a	n/a	n/a	n/a
Flower Sales Disp 1	\$1,365,000.00	\$8,117,500.00	\$9,000,000.00	\$9,600,000.00
Flower Sales Disp 2	\$0.00	\$8,117,500.00	\$9,000,000.00	\$9,600,000.00
Concentrates & MIPs TOTAL	\$148,730.40	\$3,057,690.00	\$2,458,410.00	\$4,331,160.00
Wholesale Concentrates/MIP total	\$1,350,000.00	\$4,010,000.00	\$4,800,000.00	\$4,800,000.00
Paraphernalia	\$28,637.30	\$233,842.90	\$253,304.10	\$284,079.60
Delivery Fees	\$0.00	\$0.00	\$0.00	\$0.00
Discount	-\$78,125.63	-\$823,509.54	-\$872,669.93	-\$1,003,465.80
Total Revenue	\$2,814,242.08	\$22,713,023.36	\$24,639,044.18	\$27,611,773.80
Cost of Goods Sold	\$0.00			
Raw Materials	\$0.00			
Wholesale Costs (Flower)	\$1,460,000.00	\$1,821,000.00		
Wholesale Cost (Infused/Concentrates)	\$1,000,000.00	\$1,025,000.00	\$480,000.00	\$480,000.00
Total Cost of Goods Sold	\$2,460,000.00	\$3,062,600.00	\$657,600.00	\$480,000.00
	\$0.00			
Gross Profit	\$204,234.38	\$19,650,423.36	\$23,981,444.18	\$27,131,773.80
Cultivation Expenses	\$0.00			
Total Cultivation Expenses	\$26,642.34	\$1,222,855.17	\$1,319,156.21	\$1,380,588.69
Dispensary Expenses				
Total Dispensary Expenses	\$27,900.00	\$147,600.00	\$147,600.00	\$0.00
Other Expenses (Including Payroll)	\$0.00			
Other Operating Expenses Inc P/R	\$949,323.72	\$4,199,633.63	\$4,511,328.76	\$0.00
TOTAL PROJECTED EXPENSES Inc COGS	\$3,463,866.07	\$8,632,688.80	\$6,635,684.97	\$1,860,588.69
EBITDA	-\$715,204.43	\$14,080,334.56	\$18,003,359.21	\$25,751,185.11
Federal Income Tax (21%)		-\$4,928,117.10	-\$6,301,175.72	-\$9,012,914.79
State Income Tax (15%)		-\$2,112,050.18	-\$2,700,503.88	-\$3,862,677.77
	\$0.00			
Net Profits	-\$715,204.43	\$7,040,167.28	\$9,001,679.60	\$12,875,592.56
Total Revenues	\$2,814,242.08	\$22,713,023.36	\$24,639,044.18	\$27,611,773.80
Total Expenses	\$3,463,866.07	\$8,632,688.80	\$6,635,684.97	\$1,860,588.69
Operating Loss/Net Profits	-\$649,623.99	\$14,080,334.56	\$18,003,359.21	\$25,751,185.11
Capital Expenses	\$0.00	\$0.00	\$0.00	\$0.00
Cash Flow pre-tax	-\$649,623.99	\$14,080,334.56	\$18,003,359.21	\$25,751,185.11
CAPEX FUNDS NEEDED	Total 2018			
Lee Building Purchase	\$800,000			
Lee Dispensary Buildout	\$600,000			
Holyoke Buildout	\$600,000			
Lee Cultivation Site Purchase	\$250,000			
Cultivation Buildout Architect/engineering/review	\$150,000			
Cultivation Buildout Solid Building	\$1,150,000			
Cultivation Buildout Greenhouse	\$1,200,000			
Wholesale Purchase	\$984,000			
OpEx	\$259,415.00			
	\$5,993,415			



Policy for Restricting Access to Age 21 and Older

Canna Provisions, Inc operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency.

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

Canna Provisions management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of the facility are over the age of 21.

Definitions

Law Enforcement Authorities means local law enforcement unless otherwise indicated.

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

Visitor means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

Access to the Facility

Canna Provisions cultivation facility allows only the following individuals access to our facility. For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by Canna Provisions, Inc for the transportation of Marijuana:

1. Canna Provisions Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Canna Provisions Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.

2. All Canna Provisions visitors (including outside vendors and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access. After the age of the visitor has been verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment agent authorized to enter the limited access area. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exiting the facility. The visitor log will always be available for inspection by the Commission.
3. Canna Provisions will ensure that access to the Marijuana Establishment or Marijuana Establishment transportation vehicle will consist of the following:
 - a. Agents of the Commission;
 - b. Commission Delegees;
 - c. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
 - d. Police and Fire departments, and emergency medical services acting in the course of their official capacity.
4. Individuals described above in this policy will be granted immediate access to the facility.



Maintenance of Financial Records Policy and Procedure

Intent

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

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

Purpose

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

Policy

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

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

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

1. Assets and liabilities;
2. Monetary transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and

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.

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

1. Canna Provisions will engage the services of a professional payroll and human resources company to assist in Human resources management and payroll services for our employees
2. Canna Provisions will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. Canna Provisions will use up to date financial software programs for all financial transactions.
4. Canna Provisions does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis Canna Provisions will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of Canna Provisions finances (books).
6. Canna Provisions will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the CFO or designee. At the discretion of the CFO the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the CFO or designee of all sales transactions will be completed every month.
10. For the first year of operation the CFO will conduct a comprehensive audit of all of the facilities financial records every 3 months and report their findings to the CEO and COO.

Access to the Commission

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

Access to the Massachusetts Department of Revenue ("DOR")

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

reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

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

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

Point of Sale (POS) Systems (Retail Only)

Canna Provisions will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Canna Provisions will maintain the following records:
 - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - a. individual item(s) sold,
 - b. selling price,
 - c. tax due,
 - d. invoice number,
 - e. date of sale,

- f. method of payment, and
 - g. POS terminal number and POS transaction number.
- 3. Canna Provisions will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - a. Internal sequential transaction numbers;
 - b. Records of all POS terminal activity; and
 - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
 - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
 - f. Any and all changes in the setup of the system.
- 4. Canna Provisions will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
 - a. Canna Provisions will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
 - b. Canna Provisions may utilize a sales recording module approved by the DOR.
 - c. Canna Provisions will not utilize software or other methods to manipulate or alter sales data.
 - d. Canna Provisions will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Canna Provisions will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If Canna Provisions determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:
 - i. We will immediately disclose the information to the Commission;
 - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
 - e. Canna Provisions will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
 - f. Canna Provisions will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

- g. Canna Provisions will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000.

Cash Handling and Transportation

Pursuant to 935 CMR 500.110(7) 6 bricks with a contract to deposit funds with a financial institution that conducts any transaction in cash shall establish and implement adequate security measures and procedures for safe cash handling and cash transportation to financial institutions or DOR facilities to prevent theft and loss, and to mitigate associated risks to the safety of employees, customers and the general public. These security measures include:

1. An on-site secure locked vault maintained in an area separate from retail sales areas used exclusively for the purpose of securing cash;
2. Video cameras will be directed to provide images of areas where cash is kept, handled and packaged for transport to financial institutions or DOR facilities, these cameras may be motion-sensor activated cameras and provided, further, that all cameras be able to produce a clear, still image whether live or recorded;
3. Canna Provisions will have a written process for securing cash and ensuring transfers of deposits to the Marijuana Establishment's financial institutions and DOR facilities on an incremental basis consistent with the requirements for deposit by the financial institution or DOR facilities; and
4. We will utilize an armored transport provider that is licensed pursuant to M.G.L. c. 147, § 25 (watch, guard or patrol agency) and has been approved by the financial institution or DOR facility.



Qualifications and Training Policy and Procedure

Intent

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

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

Purpose

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

Qualifications for a Canna Provisions Marijuana Establishment Agent

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

All Canna Provisions Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

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

Required Training for Canna Provisions Agents

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

1. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
 - a. Code of Conduct;
 - b. Verifying Identifications;
 - c. Marijuana Regulations;
 - d. Security and Safety;
 - e. Emergency Procedures/Disaster Plan;
 - f. Diversion of Marijuana;
 - g. Terminatable Offences;
 - h. Confidential Information;
 - i. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
 - i. Alcohol, smoke and drug-free workplace;
 - ii. Equal Employment Policy;
 - iii. Anti-Harassment and Sexual Harassment Policy;
 - iv. Americans with Disability Act;
 - v. Employee Assistance Policy; and
 - vi. Diversity Plan
2. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.
3. All Canna Provisions Agents will receive a minimum of 8 hours of training annually.
4. Canna Provisions will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by Canna Provisions for at least one year after agents’ termination.
5. Within 90 days of hire, Canna Provisions will require all of its Agents to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor.”
 - a. After the responsible vendor designation is applied each Canna Provisions owner, manager, and employee involved in the handling and sale of marijuana for adult use will

successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”

- b. Canna Provisions will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
6. All Canna Provisions Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) will receive training in a form and manner determined by the Commission.

Additional Training

Canna Provisions will provide training and training opportunities to its employees. In addition to required training, Canna Provisions will require advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company’s, our Agents and our customers safety. These training will include:

1. All Agents who handle marijuana or marijuana products will be trained on basic food safety prior to or during the first day of employment.
 - a. Include basic food safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. All employees engaging in the processing or packaging of Marijuana will be trained and certified in;
 - a. SERVSAFE Massachusetts Allergen Training Program
 - b. SERVSAFE Food Handler Program
3. Cultivation staff will receive bi-annual in-service training on food safety, including food allergy awareness and HACCP.
4. All Managers in cultivation, processing and packaging will be trained as a Certified Food Protection Manager (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
5. File documentation in HACCP records.



Policy for Separating Recreational from Medical Operations

Not Applicable

(Canna Provisions is not a Medical Marijuana Treatment Center)



Personnel and Background Check Policy

Intent

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

To provide clear and concise instructions for Canna Provisions employees regarding Personnel Policies that are in compliance with the Regulations

Purpose

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

Personnel Records

Canna Provisions will Maintain the following Personnel Records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each Canna Provisions agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with Canna Provisions and shall include, at a minimum, the following:
 - a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. Documentation of verification of references;
 - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. Documentation of periodic performance evaluations;
 - f. A record of any disciplinary action taken; and

- g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to Canna Provisions Management agents who require access. as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only Canna Provisions Management agents who require access. These records will be made available for inspection by the Commission upon request.

Canna Provisions Agents

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

All Canna Provisions Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Canna Provisions will submit to the Commission an application for every Canna Provisions Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
6. Background information, including, as applicable:
 - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor

and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;

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

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

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

The Agent registration card is valid for one year from the date of issue, Canna Provisions will renew each Canna Provisions Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for a Canna Provisions Agent registration card, Canna Provisions will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

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

Background Checks

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

1. **Application Process-** During the application process Canna Provisions will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
 - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (all executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
 - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
 - i. The individual's full legal name and any aliases;
 - ii. The individual's address;
 - iii. The individual's date of birth;
 - iv. A photocopy of the individual's driver's license or other government-issued identification card;
 - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
 - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
 - c. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
 - i. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - ii. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - iii. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
 - iv. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial,

or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;

- v. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- vi. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- vii. Any other information required by the Commission.

Canna Provisions will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

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

Equal Employment Policy

It is the policy of Canna Provisions to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, pregnancy, sexual orientation, gender identity, age, ancestry, physical or mental disability, genetic information, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

Canna Provisions expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, Canna Provisions will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on Canna Provisions operations. If an employee desires a religious accommodation, they are required to make the request in writing to

their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with Canna Provisions in seeking and evaluating alternatives.

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

Anti-Harassment and Sexual Harassment Policy

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

It is illegal and against Canna Provisions policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. Canna Provisions will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

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

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

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

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar

problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

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

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

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

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

Americans with Disability Act

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

Drug Free Workplace

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

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

Any violation of this policy will result in disciplinary action, up to and including termination.

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

Smoke Free Workplace

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

Employee Assistance Policy

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

Employee Diversion of Marijuana

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

Employee Handbook

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

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



Record Keeping SOP

Intent

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

To provide clear and concise instructions for Canna Provisions employees regarding Record Keeping that are in compliance with the Regulations

Purpose

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

Access to the Commission

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

Access to the Massachusetts Department of Revenue ("DOR")

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

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

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

1. Point of Sale (POS) Systems

Canna Provisions will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”

- a. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, Canna Provisions will maintain the following records:
 - i. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
 - ii. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
 - iii. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
 - iv. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
 - v. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- b. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
 - i. individual item(s) sold,
 - ii. selling price,
 - iii. tax due,
 - iv. invoice number,
 - v. date of sale,
 - vi. method of payment, and
 - vii. POS terminal number and POS transaction number.
- c. Canna Provisions will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
 - i. Internal sequential transaction numbers;
 - ii. Records of all POS terminal activity; and
 - iii. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
 - iv. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:

- v. Any and all activity related to other operating modes available in the system, such as a training mode; and
- vi. Any and all changes in the setup of the system.

2. Types of Records

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

- a. Operating procedures as required by 935 CMR 500.105(1)
 - i. Security measures in compliance with 935 CMR 500.110;
 - ii. Employee security policies, including personal safety and crime prevention techniques;
 - iii. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
 - iv. Storage of marijuana in compliance with 935 CMR 500.105(11);
 - v. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
 - vi. Price list for Marijuana and Marijuana Products and any other available products, and alternate price lists for patients with documented Verified Financial Hardship, as defined in 935 CMR 501.002, as required by 935 CMR 501.100(1)(f);
 - vii. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
 - viii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
 - ix. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
 - x. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
 - xi. Alcohol, smoke, and drug-free workplace policies;
 - xii. A plan describing how confidential information will be maintained;
 - xiii. A policy for the immediate dismissal of any marijuana establishment agent who has:
 - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
 - 3) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
 - xiv. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.

- xv. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
 - xvi. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
 - xvii. Policies and procedures for energy efficiency and conservation that shall include:
 - 1) Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
 - 2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - 3) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
 - 4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - xviii. Policies and procedures to promote workplace safety consistent with applicable standards set by the Occupational Safety and Health Administration, including plans to identify and address any biological, chemical or physical hazards. Such policies and procedures shall include, at a minimum, a hazard communication plan, personal protective equipment assessment, a fire protection plan, and an emergency action plan.
- b. Operating procedures as required by 935 CMR 500.120(12)
- i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
 - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
 - iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
 - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
 - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
 - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.

- c. Inventory records as required by 935 CMR 500.105(8);
- d. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- e. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
 - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
 - ii. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - 2) Documentation of verification of references;
 - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - 4) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - 5) Documentation of periodic performance evaluations;
 - 6) A record of any disciplinary action taken; and
 - 7) Notice of completed responsible vendor and eight-hour related duty training.
 - iii. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - iv. Personnel policies and procedures; and
 - v. All background check reports obtained in accordance with 935 CMR 500.030
- f. Business records, which shall include manual or computerized records of:
 - i. Assets and liabilities;
 - ii. Monetary transactions;
 - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
 - iv. Sales records including the quantity, form, and cost of marijuana products; and
 - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- g. Waste disposal records as required under 935 CMR 500.105(12); and
- h. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
- i. Responsible vendor training program compliance records.
- j. Vehicle registration, inspection and insurance records. (If Applicable)
- k. Host Community records of any cost to a city reasonably related to the operation of the establishment, which would include the city's or town's anticipated and actual expenses resulting from the operation of the establishment in its community.

- I. Records of monthly analysis of sales equipment and data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data.

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



Policy for Quality Control and Testing of Marijuana and Marijuana Products

Canna Provisions is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

Definitions

Cultivation Batch means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural or hydroponic inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

Independent Testing Laboratory means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (RMD), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

Marijuana means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;

(b) hemp; or

(c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

Marijuana Products means cannabis or marijuana and its products unless otherwise indicated. These include products have been manufactured and contain cannabis or marijuana or an extract from cannabis or marijuana, including concentrated forms of marijuana and products composed of marijuana and other ingredients that are intended for use or consumption, including edible products, beverages, topical products, ointments, oils and tinctures.

Process or Processing means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

Production Batch means a batch of finished plant material, cannabis resin, cannabis concentrate or marijuana-infused product made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

Canna Provisions is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. Canna Provisions is committed to utilizing Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

Canna Provisions will also implement an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of Canna Provisions’ cultivation facility. Canna Provisions will utilize best industry practices when it comes to quality control and product testing.

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

All products that Canna Provisions will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy. Canna Provisions will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and

the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

Canna Provisions, LLC will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). Canna Provisions will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
4. We will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
5. Canna Provisions understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

Quality Control – Sanitation Standard Operating Procedure (SOP)

Facility

Canna Provisions cultivation facility (“the facility”) will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

1. All product contact surfaces will be smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.
4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings will be shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. Canna Provisions will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment will be installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. Canna Provisions will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately

installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There will be no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.

11. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

Contamination Control

1. All entrance and exit doors to the facility will be self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.
2. Employee and visitor gowning will be required. Employees are required to change out of their street clothes and footwear into uniforms and footwear dedicated to the facility. Visitors are required to secure personal belongings and done jump suits and disposable boot covers.
3. Training: All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
4. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
5. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
6. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. will be stored in an area away from production, processing and storage areas.

Sanitation

All marijuana products will be prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
- The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and

- The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*

1. Storage- Separate storage rooms will be utilized for finished marijuana products.
2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
 - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.
 - b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
 - c. Handwashing sinks will be of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks will be easily accessible and may not be used for purposes other than handwashing.
3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
 - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
 - b. Each compartment will be supplied with adequate hot and cold potable running water.
 - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
 - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
 - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
 - f. An approved chemical test kit for determining sanitizer strength will be available and used.
 - g. Manual Warewashing Procedure
 - i. Rinse, scrape, or soak all items before washing.
 - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
 - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.

- iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
- v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
 - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.
 - 2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
 - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
 - 1. Air dry all items on a drainboard.
 - 2. Wash hands prior to returning to storage.

Warewashing Sink Setup

WASH	RINSE	SANITIZE
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

Chemical Solution	Concentration Level	Minimum Temperature	Minimum Immersion Time
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- h. Equipment Cleaning and Sanitizing Procedure
 - i. Disassemble removable parts from equipment.
 - ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
 - 1. Quaternary ammonia –200 ppm and immerse for 30 seconds

2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
 3. Chlorine –50-99ppm and immerse for 7 seconds
- iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
 - iv. Allow all parts of the equipment to air dry.
 - v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
 - vi. Re-assemble the equipment.
- i. Product Preparation Surfaces- These surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
 - i. Prescrape surface to remove gross soils.
 - ii. Wash surface with recommended strength solution of pot & pan detergent.
 - iii. Rinse with water and wipe dry.
 - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
 - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
 - b. Canna Provisions, LLC will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health or the Department of Public Health.
 - c. Canna Provisions Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.

- i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. Canna Provisions Agents shall conform to sanitary practices while on duty, including

- a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
 - ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
 - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
 - iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
 - When entering the facility before work begins.
 - Immediately before preparing or processing products or handling equipment.
 - As often as necessary during cultivation or product preparation when contamination occurs.
 - In the restroom after toilet use and when you return to your work station.
 - When switching between working areas.
 - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
 - After cleaning duties.
 - Between each task performed and before wearing disposable gloves.
 - After eating or drinking.
 - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
 - a. Wash hands only in hand sinks designated for that purpose.
 - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
 - ii. Wear apron or lab coat on site, as appropriate.

- Do not wear apron or lab coat to and from work.
 - Take off apron or lab coat before using the restroom.
 - Remove apron or lab coat when leaving the production or processing area.
 - Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
 - iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
 - v. Wear gloves when packaging products.
 - vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
 - Only a plain wedding band.
 - No necklaces, bracelets, or dangling jewelry are permitted.
 - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. Canna Provisions facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

HACCP- Hazard Analysis and Critical Control Point

Canna Provisions will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that Canna Provisions will manufacture. Once operational Canna Provisions will:

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

Training

Canna Provisions will provide training and training opportunities to all of its employees. In addition to required training, Canna Provisions will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
 - a. Include basic product safety training as part of new employee orientation.
 - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
 - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
 - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging will be trained and certified in;
 - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.

5. Require all managers to be Certified Food Protection Mangers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

Testing of Marijuana and Marijuana Products

No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the 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*. 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.

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.

Canna Provisions, LLC will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that Canna Provisions contracts with will be Licensed by the Commission prior to Canna Provisions, LLC contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with Canna Provisions policies and procedures and 935 CMR 500.105(13) if applicable.
2. Canna Provisions will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess Canna Provisions marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Canna Provisions facility for disposal or by the Independent Testing Laboratory disposing of it directly.

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

Pursuant to 935 CMR 500.130(4) Canna Provisions will provide documentation of our compliance, or lack thereof, with the testing requirements of 935 CMR 500.160, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana Products against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation to all marijuana establishments that we sell or otherwise transfer marijuana to.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
 - a. Mold
 - b. Mildew
 - c. Heavy metals
 - d. Plant-Growth Regulators and
 - e. Pesticides

Canna Provisions will maintain the results of all testing for no less than one year. All testing results shall be valid for one year.

All testing will be conducted in accordance with the frequency required by the Commission.

Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits

If a laboratory test result indicates that a Canna Provisions marijuana product sample has contaminant levels above the acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) – Canna Provisions will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
 - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
 - i. Retest the Cultivation/Production Batch
 - ii. Remediate the Cultivation/Production Batch
 - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.

- a. Canna Provisions Cultivation Manager or CEO will:
 - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
 - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission
 - iii. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.
4. In the case of any test result that indicates that a Canna Provisions marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manger and CEO will conduct an assessment of the source of the contamination.
 - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
 - b. The assessment should include a corrective action plan and be shared as a training tool with all Canna Provisions Agents.
5. Marijuana and Marijuana Products submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

Miscellaneous Marijuana Testing Requirements

1. Clones are subject to these testing provisions but are exempt from testing for metals.
2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).
3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12) by the Independent Testing Laboratory disposing of it directly.
5. Canna Provisions will not sell or otherwise market Marijuana or Marijuana Products for adult use that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
6. Single-servings of Marijuana Products tested for potency in accordance with 935 CMR 500.150(4)(a) are subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

Environmental Media Testing

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.

2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid environmental media/soil.
4. Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless;
 - a. The stockpile has been contaminated or altered while stored.
5. Situations for re-analysis may include but are not limited to soils that have been;
 - a. Amended;
 - b. Mixed with other source soils/solids;
 - c. Subject to pesticide application;
 - d. Used for other purposes; or
 - e. Inundated by flood waters.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker and Sample Container (provided by CDX Labs)

Sampling of Environmental Media for Testing

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. Canna Provisions has contracted with NE Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the *"Sampling Instructions for Massachusetts DPH Medical Marijuana Program"* form below from NET Labs.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker, Ziploc bag

1. Label
 - a. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler's initials.
2. Fill out the Chain of Custody
 - a. List the same info on the chain of custody
 - b. One sample ID goes on one line
 - c. Check the appropriate boxes
 - d. Make sure date and time stamp are filled in

3. Sampling
 - a. Fill the Ziploc sample bag with 8 oz. of soil/media
 - b. Tightly seal the sample bag
4. Storing Sample
 - a. Store samples in a cool, dry location until samples are picked up by a NET Lab courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.

VII. Sampling of Water for Testing

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. Canna Provisions has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *“Protocol for sampling and analysis of environmental media for Massachusetts Registered Medical Marijuana Dispensaries”* Canna Provisions will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the *“Sampling Instructions for Marijuana Testing”* form below from NE Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and
3. Bacteriological

Collecting Water Samples

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The QA Manager or designee will assemble all equipment and information needed before beginning.
 - a. Items to assemble before sampling include, but are not limited to, the following:
 - i. Sample collection plan or diagram of locations to ensure representative sample collection
 - ii. Logbook or sample collection forms
 - iii. Chain-of-custody forms (COCs) (See below)
 - iv. Disposable gloves

- v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
 - vi. Sample containers appropriate for the analyses required;
 - 1. These will be supplied by the lab.
 - vii. Container labels and pen with indelible ink; and
 - viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
- b. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
 - c. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used.
 - d. Sample collection personnel shall identify or determine the number and location of water samples to be collected
 - i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
 - ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
 - iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
 - e. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
 - f. Preparing sample labels and affixing them to sample containers immediately before sampling.
 - i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
- 3. Sample Collection. Collect the planned samples from each sample location one at a time:

- a. Don gloves to mitigate potential for contamination of samples.
- b. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
- c. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
- d. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.
- e. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
- f. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
- g. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- h. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- i. Chain-of-custody paperwork should be completed immediately prior to shipment.

4. Sample Handling

- a. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
- b. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
- c. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- d. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.

5. Sample Storage

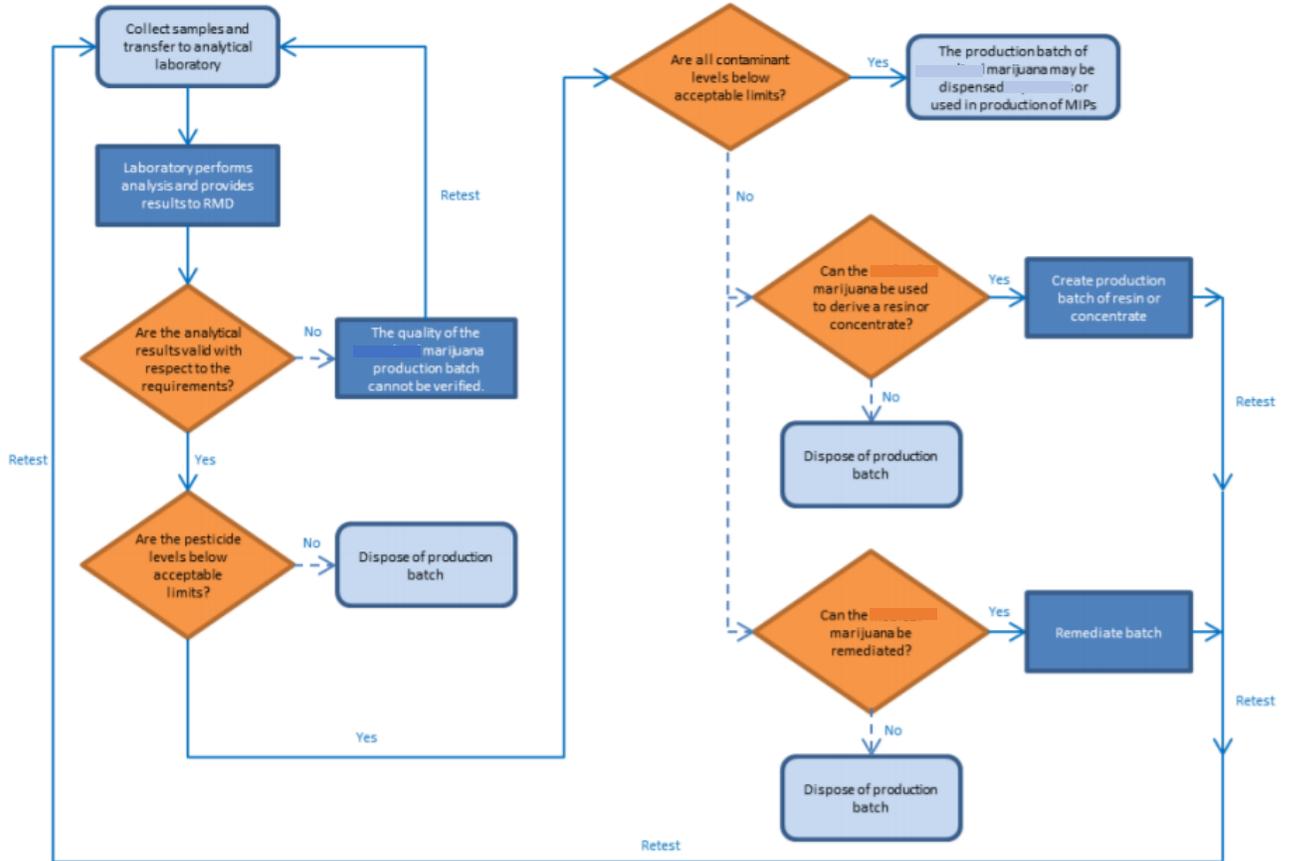
- a. Samples should be refrigerated or maintained on ice ($4\text{ }^{\circ}\text{C} \pm 2^{\circ}\text{C}$) until they are shipped to the analytical laboratory.

- b. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
- c. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- d. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

Quality Control (QC)

- 1. Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected.
- 2. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.
- 3. Field duplicate samples will not be identified to the laboratory (blind QC).

Actions in Response to Laboratory Analytical Results





Canna Provisions, Inc. Diversity Plan

It is the policy of Canna Provisions to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Canna Provisions is a diverse and inclusive company that promotes a discrimination-free work environment and provides opportunities for all employees to use their diverse talents to support the company's mission.

Canna Provisions, Inc. is a three-manager operated business with Meg Sanders being one of the managers. Meg has been in the legal cannabis industry for 9 years and is a nationally recognized leader in promoting women in cannabis, speaking at events, supporting women-focused organizations and has been recognized year after year for her groundbreaking female leadership in the industry.

Canna Provisions will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

GOALS:

Canna Provisions is committed to achieving the following goals though this plan and our vision includes;

1. Make Canna Provisions workplace and management team as diverse as possible to include attracting and retaining qualified employees with no regard to race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

GOAL- Canna Provisions workforce will be 50% Woman and 35% will be Minorities, Veterans, Persons with disabilities and Persons who are LBGTQ+.

- **Of the 35% who are be Minorities, Veterans, Persons with disabilities and Persons who are LBGTQ+, our goal is that;**
 - **70-80% will be Minorities;**
 - **5-10% will be Veterans;**
 - **5-10% will be Persons with Disabilities; and**
 - **5-10% will be Person who are LBGTQ+**

2. Make Canna Provisions workplace environment a safe, accepting, respectful, welcoming, comfortable and supportive place to work.

GOAL- On a scale of 1-10, 85% of all Canna Provisions employees rate Canna Provisions 8 or higher when it comes to our workplace environment being safe, accepting, respectful, welcoming and inclusive environment for all employees.

3. Include as our suppliers and contractors, businesses owned by or employ a majority of Minorities, Women, Veterans, Persons with disabilities and Persons who are LBGTQ+.

GOAL- 40% of our suppliers and contractors will be owned by or employ a majority of Minorities, Women, Veterans, Persons with disabilities and Persons who are LBGTQ+.

PROGRAMS FOR ACHIEVING GOALS:

Recruitment and Hiring Program

Canna Provisions looks to recruit and hire diverse employees and plans to promote equity among minorities, women, veterans, people with disabilities, and people who are LBGTQ+ in the operation of our company. To promote diversity and equality Canna Provisions will;

1. Give preference in hiring to Minorities, Women, Veterans, Persons with disabilities and Persons who are LBGTQ+.
2. Institute a “blind hiring” policy that anonymizes or “blinds” demographic-related information about a candidate from the recruiter or hiring manager that can lead to bias about the candidate.
3. Use job descriptions that are catered to and appeal to diverse candidates.
4. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
 - a. This training will occur within 60 days of hire or promotion for these individuals.
5. Promote our Diversity Hiring policy on recruitment websites, our social media presence (Canna Provisions website, LinkedIn and Facebook.) and traditional hiring platforms (Indeed.com, Zip Recruiter). We will engage communities such as Pittsfield, Holyoke, and Springfield that have higher populations of people of color, with the goal of attracting and retaining a qualified diverse workforce.
 - a. We will post all job posing with the following organizations;
 - i. MassHire Holyoke Career Center, BerkshireWorks Career Center and MassHire Holyoke Career Center.
 - ii. Greater Holyoke Chamber of Commerce, Greater Pittsfield Chamber of Commerce, the Berkshire Chamber of Commerce, Centennial Foundation, and Holyoke Job Link.All job postings will clearly state the Canna Provisions preference for hiring Minorities, Women, Veterans, Persons with disabilities and Persons who are LBGTQ+ and encourage individuals who meet this criteria to apply.
 - a. We will work directly with the Lee and Holyoke Veterans Agent to notify them of our positions and Veterans preference and of any and all hiring fairs and open positions.
6. Hold at least 2 job fairs annually, the first job fair will be held within 60 days of our receipt of Provisional License and the second one within 6 months of the first.

All aspects of the Recruitment and Hiring Program will begin within 60 days of receipt of our Provisional License from the Commission.

Inclusion/Retention Program

Canna Provisions is determined to provide a work environment that is a diverse and inclusive workplace where employees and stakeholders form long term relationships and tenure. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace Canna Provisions will;

1. Provide training to all employees regarding inclusion in the workplace and provide advanced training to managers in their roles in fostering an inclusive workplace environment.
 - a. This training will occur during employee onboarding and annually thereafter
2. Draft and implement a Non-Discrimination, Harassment and Retaliation Policy. This policy will include provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
3. Periodically evaluate the workplace climate through observations, employee meetings and individual conversations with employees to ensure our workplace is inclusive.
4. On an annual basis we will conduct a survey of all employees. This survey will ask questions regarding the Canna Provisions workplace as it relates to inclusion, safety and the Canna Provisions work climate as it relates to respect, comfort, support and acceptance. This survey will also be given to employees who leave the company during their exit interview.

Supplier Diversity Program

Canna Provisions is committed and will give preference to utilizing, to the extent possible, suppliers and contractors owned by or who employ a majority of Minorities, Women, Veterans, Persons with disabilities and Persons who are LGBTQ+. Canna Provisions recognizes that sourcing products and services from previously under-represented suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers.

1. Canna Provisions will compile data on all suppliers and contractors as to the demographics of the ownership and employees.
2. When sourcing services with suppliers and contractors we will clearly promote the preference outlined above.
3. All suppliers and contractors will be asked to provide the demographics of the ownership and workforce.

MEASUREMENT AND ACCOUNTABILITY:

Canna Provisions realizes that any plan needs to be evaluated once it is implemented. Quarterly, the executive management team along with the Human Resources Director will meet and review the progress of this plan and to make adjustments and changes if necessary.

60 days prior to our license renewal date, and annually thereafter Canna Provisions will produce a comprehensive report that will be made available to the Commission for review during the renewal process.

This report will include the following metrics that will be used to measure the progress or success of the Plan. At a minimum this data will include:

1. The number of job postings, where they were posted and hires that resulted from these postings;
2. The number, location, attendance and hires that resulted from job fairs held;
3. All attempts to hire;
4. Actual hires;
5. The number and percentage of hires that meet the plans criteria;
6. Demographics of all employees and applicants;
7. Employee training, pay, benefits and advancement;
8. Data compiled from the annual employee survey and from exit interviews;
9. Employee retention rate;
10. Training records for employees, managers and hiring managers;
11. The number and percentage of suppliers, contractors and other partners that meet the criteria on the Supplier Diversity Program; and
12. Conclusions and recommendations.

This report will be made available to the Commonwealth of Massachusetts, the Town of Lee and the City of Holyoke. Canna Provisions Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.



Energy and Efficiency Plan

Our facility satisfies the minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals including, but not limited to, those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) and as a condition of renewal under 935 CMR 500.103(4). We have adopted additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b) or applicable departments or divisions of the EOEEA, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. Our license renewal application under 935 CMR 500.103(4) will include a report of our energy and water usage over the 12-month period preceding the date of application. Our facility complies with the following minimum energy efficiency and equipment standards:

- a. Our building envelope meets minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code), International Energy Conservation Code (IECC) Section C402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: State Building Code;
- b. Our Horticulture Lighting Power Density (HLPD) does not exceed 36 watts per square foot
- c. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code)
 - i. We have, and will continue to provide documentation required under 935 CMR 500.120(11)(b), that includes a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that such systems have been evaluated and sized for the anticipated loads of the facility.