



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282476
Original Issued Date: 10/08/2020
Issued Date: 10/08/2020
Expiration Date: 10/08/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Canna Provisions, Inc.

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

Business Address 1: 160 Quarry Hill Road

Business Address 2:

Business City: Lee

Business State: MA

Business Zip Code: 01238

Mailing Address 1: 220 Housatonic St Lee

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: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 24.07

Percentage Of Control: 10

Role: Board Member

Other Role:

First Name: Eugene

Last Name: McCain

Suffix:

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

Person with Direct or Indirect Authority 2

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:
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: 10.13	Percentage Of Control: 45
Role: Executive / Officer	Other Role:
First Name: Erik	Last Name: Williams Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100	Percentage of Ownership: 100
Entity Legal Name: Better Provisions, LLC.	Entity DBA: DBA City:
Entity Description: Better Provisions will be a Parent/Holding Company for Canna Provisions.	
Foreign Subsidiary Narrative:	
Entity Phone: 303-981-2453	Entity Email: meg@cannaprovisionsgroup.com
Entity Address 1: 220 Housatonic St	Entity Address 2:
Entity City: Lee	Entity State: MA
Entity Mailing Address 1: 220 Housatonic St	Entity Zip Code: 01238
Entity Mailing City: Lee	Entity Mailing Address 2:
Entity Mailing State: MA	Entity Mailing Zip Code: 01238
Relationship Description: Better Provisions Inc., if approved by the Commission, will be a Delaware LLC that will own 100% of Canna Provisions. All three individuals who own Canna Provisions also own Better Provisions. This ownership structure is done for tax purposes.	

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Canna Provisions, Inc.	Entity DBA:
Email:	Phone:

meg@cannaprovisionsgroup.com		303-981-2453	
Address 1: 220 Housatonic St		Address 2:	
City: Lee	State: MA	Zip Code: 01238	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$250000	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	
Entity Legal Name: Winkanda, LLC.		Owner Suffix:	
Entity Description: Winkanda is the parent company that holds 15 Cannabis Licenses across the country in Colorado and Illinois		Entity DBA: Mindful	
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: USA
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: USA

Business Interest in Other State 2

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Megan		Owner Last Name: Sanders	
Entity Legal Name: CALIDUTCH, INC.		Owner Suffix:	
Entity Description: Calidutch is a California Company that has applied for a Marijuana Cultivation License in Pescadero, CA.		Entity DBA: AC3, LLC.	
Entity Phone: 123-456-7890	Entity Email: americancannabiscc@gmail.com	Entity Website:	
Entity Address 1: 2801 ATADERO CT		Entity Address 2:	
Entity City: Carlsbad	Entity State: CA	Entity Zip Code: 92009	Entity Country: USA
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: USA

Business Interest in Other State 3

Business Interest of an Owner or the Marijuana Establishment: Business Interest of an Owner			
Owner First Name: Erik		Owner Last Name: Williams	
Entity Legal Name: Winkanda, LLC.		Owner Suffix:	
Entity Description: Winkanda is the parent company that holds 15 Cannabis Licenses across the country in Colorado and Illinois		Entity DBA: Mindful	
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: USA
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: USA

Business Interest in Other State 4

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

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

Entity Legal Name: CALIDUTCH, INC. Entity DBA:

Entity Description: Calidutch is a California Company that has applied for a Marijuana Cultivation License in Pescadero, CA.

Entity Phone: 123-456-7890 Entity Email: americancannabiscc@gmail.com Entity Website:

Entity Address 1: 2801 ATADERO CT Entity Address 2:

Entity City: Carlsbad Entity State: CA Entity Zip Code: 92009 Entity Country: USA

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: USA

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Eugene Last Name: McCain Suffix:

Marijuana Establishment Name: The Verb is Herb, LLC. Business Type: Marijuana Retailer

Marijuana Establishment City: Easthampton Marijuana Establishment State: MA

Individual 2

First Name: Megan Last Name: Sanders Suffix:

Marijuana Establishment Name: The Verb is Herb, LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Easthampton Marijuana Establishment State: MA

Individual 3

First Name: Erik Last Name: Williams Suffix:

Marijuana Establishment Name: The Verb is Herb, LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Easthampton Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 160 Quarry Hill Road

Establishment Address 2:

Establishment City: Lee Establishment Zip Code: 01238

Approximate square footage of the Establishment: 35000 How many abutters does this property have?: 6

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

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COmmunity Outreach Meeting Documentation.pdf	pdf	5dc3884c9c1081532b9a3d14	11/06/2019

Certification of Host Community Agreement	HCA Certification.pdf	pdf	5dc3888b66a32657cfbd9844	11/06/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning_Cultivation .pdf	pdf	5dc38cda170b4c5353e38c37	11/06/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	CP Plan for Positive Impact_2.0.pdf	pdf	5dc886e426aa77532085a6d4	11/10/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Board Member Other Role:
 First Name: Eugene Last Name: McCain Suffix:
 RMD Association: Not associated with an RMD
 Background Question: yes

Individual Background Information 2

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

Individual Background Information 3

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

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:
 Entity Legal Name: Better Provisions, LLC Entity DBA:
 Entity Description: Parent/Holding Company
 Phone: 303-981-2453 Email: meg@cannaprovisionsgroup.com
 Primary Business Address 1: 220 Housatonic St Primary Business Address 2:
 Primary Business City: Lee Primary Business State: MA Principal Business Zip Code:
 01238

Additional Information: Canna Provisions, Inc. has applied for a Change of Ownership/Control to the Commission. Pending approval from the Commission, Better Provisions, LLC will be the parent company and own and control Canna Provisions, Inc. This is for tax purposes

only. The individuals for both entities are identical.

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Incorporation.pdf	pdf	5dbf6095b4f83557d6cc47bf	11/03/2019
Secretary of Commonwealth - Certificate of Good Standing	Cert of Good Standing SOS.pdf	pdf	5dc059c974bb15534cd4a53f	11/04/2019
Bylaws	Canna Provisions - Bylaws.pdf	pdf	5dc3909866a32657cfbd9850	11/06/2019
Department of Revenue - Certificate of Good standing	Mass Tax Connect Cert of Good Standing.pdf	pdf	5dc390cbea4df3530e643069	11/06/2019
Secretary of Commonwealth - Certificate of Good Standing	COGS DUA.pdf	pdf	5e79511e81ed8a355b8d609f	03/23/2020

No documents uploaded

Massachusetts Business Identification Number: 001325268

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.pdf	pdf	5dbf6551d5b0805341c5fe22	11/03/2019
Proposed Timeline	Cultivation Timeline.pdf	pdf	5dc3951e74bb15534cd4af13	11/06/2019
Business Plan	CP Business Plan November 2019.pdf	pdf	5dc8b540fd468857b99bb4d1	11/10/2019

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	5dc88748a9ef3857c44589e5	11/10/2019
Separating recreational from medical operations, if applicable	CP Policy for Separating Recreational from Medical Operations.pdf	pdf	5dc8875174bb15534cd4b7cf	11/10/2019
Restricting Access to age 21 and older	CP Cultivation_Policy for Limiting Access to Age 21 and Older.pdf	pdf	5dc8875cd5b0805341c611f7	11/10/2019
Prevention of diversion	CP Prevention of Diversion SOP.pdf	pdf	5dc8876f160e3b57a3dd154d	11/10/2019
Storage of marijuana	CP Storage SOP.pdf	pdf	5dc887778bdcfd57ae524d61	11/10/2019
Transportation of marijuana	CP Transportation of Marijuana SOP.pdf	pdf	5dc88781fd468857b99bb4ad	11/10/2019
Inventory procedures	CP Inventory of Marijuana.pdf	pdf	5dc8878a7aad8653363bc0d3	11/10/2019
Quality control and testing	CP Quality Control and Product Testing.pdf	pdf	5dc8879566a32657cfbda062	11/10/2019
Dispensing procedures	CP Policy for Dispensing.pdf	pdf	5dc887a0b4f83557d6cc5b77	11/10/2019

Personnel policies including background checks	CP Personnel Policies.pdf	pdf	5dc887aeaa4df3530e643907	11/10/2019
Record Keeping procedures	CP Record Keeping Procedure .pdf	pdf	5dc887b9bcb01253152f503a	11/10/2019
Maintaining of financial records	CP Maintenance of Financial Records Policy and Procedure .pdf	pdf	5dc887c9fd468857b99bb4b1	11/10/2019
Qualifications and training	CP Qualifications and Training Policy and Procedure.pdf	pdf	5dc891040f35e05798b362ba	11/10/2019
Security plan	CP Security Plan_V2.0.pdf	pdf	5e79528b1cdd2e3910a505dd	03/23/2020
Diversity plan	CP Diversity Plan_2019_V2.0.pdf	pdf	5e7954b6482e703583b78d18	03/23/2020

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 6:00 PM
Tuesday From: 8:00 AM	Tuesday To: 6:00 PM
Wednesday From: 8:00 AM	Wednesday To: 6:00 PM
Thursday From: 8:00 AM	Thursday To: 6:00 PM
Friday From: 8:00 AM	Friday To: 6:00 PM
Saturday From: 8:00 AM	Saturday To: 6:00 PM
Sunday From: 8:00 AM	Sunday To: 6:00 PM

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 Canna Provisions, Inc. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 14, 2019 (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 April 27, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on April 25, 2019 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on April 25, 2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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



**To place your ad,
call 1-800-234-7404**

Help Wanted

Berkshire HOMES & HOMES FINDERS

AFFORDABLE WILLIAMSTOWN BUYS

<p>39 Premier Ave. Williamstown</p>  <p>5-Bedroom, 2-Bath, colonial style Property-estate P&C and is being sold "AS IS" with all furniture for return on investment. Asking \$153,000</p> <p style="text-align: right;"><small>PHOTO</small></p>	<p>1881 Berkshire Ave. Williamstown</p>  <p>Located on Scenic Views P&C 2-Bedroom, open space is 1 day but abundant greenery and private detached. Walk to campus and shopping. A Must Sell! \$100,000</p> <p style="text-align: right;"><small>PHOTO</small></p>	<p>734 North Mainway Rd. Williamstown</p>  <p>4-Room, 3-Bathroom, 1-story bungalow, great starter home. Minutes from Williamstown center, village College, and the Coe Art Museum. One time owner. Reduced to \$530,000</p> <p style="text-align: right;"><small>PHOTO</small></p>	<p>872 Sherman Ave. Williamstown</p>  <p>2-story, 4-Bedroom, 1.5-bath ranch with 1200 sq ft of deck. Newer kitchen with many updated features. Newly Listed At \$100,000</p> <p style="text-align: right;"><small>PHOTO</small></p>
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OPEN HOUSE

SATURDAY, APRIL 27, 2019

11:00 AM to 12:30 PM

12 Albany Rd., West Stockbridge

The charming home & just outside of the village of West Stockbridge. The lovely home offers 4 bedrooms and 1 full bathroom. A boiler installed in 2018. An oversized garage for storage and scenic views from the back porch.

Offered At \$237,500

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April 25, 2019

Town of Lee Town Clerk
Town of Lee Board of Selectmen
Town of Lee Planning Board
Abutters of 160 Quarry Hill Road, Lee

Re: 160 Quarry Hill Road, Lee

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 14, 2019 at 5:00PM at The Morgan House, 33 Main St., Lee, MA 01238. The proposed Marijuana Cultivator Establishment is anticipated to be located at 160 Quarry Hill Rd., Lee, MA. Representatives of the Company proposing to locate the Marijuana Establishment will present their plans to the public and there will be an opportunity for the public to ask questions.



April 25, 2019

Town of Lee Town Clerk
Town of Lee Board of Selectmen
Town of Lee Planning Board
Abutters of 160 Quarry Hill Road, Lee

Re: 160 Quarry Hill Road, Lee

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for May 14, 2019 at 5:00PM at The Morgan House, 33 Main St., Lee, MA 01238. The proposed Marijuana Cultivator Establishment is anticipated to be located at 160 Quarry Hill Rd., Lee, MA. Representatives of the Company proposing to locate the Marijuana Establishment will present their plans to the public and there will be an opportunity for the public to ask questions.



April 25, 2019

Town of Lee Town Clerk
Town of Lee Board of Selectmen
✓ Town of Lee Planning Board
Abutters of 160 Quarry Hill Road, Lee

Re. 160 Quarry Hill Road, Lee

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April 25, 2019

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CANNA PROVISIONS
220 HOUSATONIC ST
LEE, MA 01238

HARTFORD CT 061
25 APR 2019 PM 7 L



P.O. box [redacted]
[redacted]
[redacted]

Lee, ma 01238

VAC
01238-024999



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).

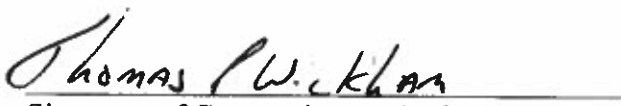
Applicant

I, Erik Williams, (insert name) certify as an authorized representative of Canna Provisions, Inc. (insert name of applicant) that the applicant has executed a host community agreement with Lee, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 6-11-19 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Thomas P. Wickham, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Lee (insert name of host community) to certify that the applicant and Town of Lee (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on June 11, 2019 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community



Plan to Remain Compliant with Local Zoning

The purpose of this plan is to outline how Canna Provisions, Inc. will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 160 Quarry Hill Road in Lee. These include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

Background

The Town of Lee has enacted a zoning bylaw regulating the time, place, and manner of Marijuana Establishments. This bylaw, Section 199-9.11, allows Marijuana Cultivation Facilities in the Office Park Light Industrial (OPLI) zone district upon the approval of a Site Plan and Special Permit, in accordance with §199-13.3 and §199-13.4 of the Zoning Bylaw. 160 Quarry Hill Road is located in the Office Park Light Industrial (OPLI) zone district and is compliant with all physical siting requirements outlined in the Bylaw. Canna Provisions has applied for and received our Special Permit and Site Plan approval from the Select Board.

Canna Provisions, Inc. and its attorneys and consultants have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions.

Lee does not have any local licensing requirements for Marijuana Establishments.

Ongoing Compliance

Canna Provisions is committed to remaining in compliance with all local codes, ordinances, and bylaws. Our local attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state, and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Lee Town officials to ensure that there is an open line of communications. We will remain up to date with all zoning bylaw changes and requirements to ensure that Canna Provisions, Inc. remains in compliance.



Canna Provisions, Inc Plan to Positively Impact Areas of Disproportionate Impact

Canna Provisions, Inc. is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment, donations and the use of suppliers, contractors and partners.

Holyoke has been designated as an “Areas of Disproportionate Impact” and Lee is within a 20-minute drive to Pittsfield, another “Area of Disproportionate Impact” It is our plan to engage employees, suppliers, contractors and other partners from these communities when possible.

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. Positively impact individuals from areas of disproportionate impact by providing good-paying jobs with benefits and to develop long-term career opportunities.
GOAL- 35% of the Canna Provisions workforce will be 1) past or present residents of the geographic “areas of disproportionate impact,” 2) Commission-designated Social Equity Program participants 3) Massachusetts residents who have past drug convictions; or 4) Massachusetts residents with parents or spouses who have drug convictions.
2. To positively impact areas of disproportionate impact by making direct donations and encouraging employee volunteerism through paid volunteer days.
GOAL- Canna Provisions will make a monetary donation of at least \$30,000 to named non-profits whose mission is to improve areas of disproportionate impact.
3. To positively impact areas of disproportionate impact by partnering with existing businesses and marijuana establishments that are Commission-designated Economic Empowerment Priority (“EEP”) applicants.
GOAL- It is our goal that 50% of our suppliers, vendors and/or contractors will be sourced locally from Holyoke and/or Pittsfield and 5% of our product will come from or be sold to Marijuana Establishments who are EEP applicants.

PROGRAMS FOR ACHEIVING GOALS:

Recruitment and Hiring Program

Canna Provisions will target hiring of our employees from Holyoke, Pittsfield and Springfield as well as to individuals who are Commission-designated Social Equity Program participants, Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions. Canna Provisions will:

1. Give preference in hiring to residents of Holyoke and Pittsfield as well as to individuals who are Commission-designated Social Equity Program participants, Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions.
2. Promote our Positive Impact 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 are areas of disproportionate impact with the goal of attracting individuals who meet the criteria listed above.
 - 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 from Holyoke, Pittsfield and Springfield as well as to individuals who are Commission-designated Social Equity Program participants, Massachusetts residents who have past drug convictions and Massachusetts residents with parents or spouses who have drug convictions.

3. Canna Provisions team members will go to Holyoke, Pittsfield and Springfield and physically post fliers around these communities with notifications of or job postings and job fairs.
4. We will 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.

Donation Program

Canna Provisions will make annual monetary donations of at least \$30,000 to charities and non-profits whose mission is to improve the lives of those residing in areas of disproportionate impact. These organizations include:

1. **Nueva Esperanza, Inc.** 401 Main St, Holyoke, MA 01040, <https://www.nuevaofholyokey.org/>
2. **Girls Inc. of the Valley**, PO Box 6812, Holyoke, MA 01041, <https://www.girlsincvalley.org/>

3. **Cannabis Community Care and Research Network (C3RN)**, Bull Mansion 55 Pearl St, Worcester, MA 01608, <https://c3rn.wildapricot.org/>
4. **Goodwill Industries of the Berkshires, Inc.**, 158 Tyler Street, Pittsfield MA 01201, <http://www.goodwill-berkshires.com/index.html>

Letters from each of these groups stating their acceptance of our donations are attached to this Plan. .

Within 30 days of the receipt of our Provisional License, Canna Provisions will make donations to these organization in the amount of \$5,000 each. Additional donations will be made with 6 months of the first payment and will, at a minimum, be at least \$30,000 in total.

Supplier/Contractor 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 Holyoke and or Pittsfield residents. Additionally, Canna Provisions will give preference to Marijuana Establishments that are EEP applicants when acquiring or selling marijuana products.

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.
4. Canna Provisions will compile a list of Marijuana Establishments that are EEP applicants and when sourcing or looking to sell marijuana we will give priority to these groups.

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 as they pertain to the criteria of this plan;

7. The number and percentage of suppliers, contractors and wholesale partners that meet the criteria on the Supplier Diversity Program;
8. Records of all charitable donations made; and
9. 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.



NUEVA ESPERANZA, INC.
Creating Community, Changing Lives

401 Main Street, Holyoke MA 01040 Phone: (413)437-7666 Fax: (413)322-9098

April 29, 2019

Canna Provisions
220 Housatonic St.
Lee, MA 01238

Attn:

Meg Sanders COO
Erik Williams CEO

Dear Ms. Sanders & Mr. Williams,

Nueva Esperanza, Inc. is sincerely grateful for your contribution of \$5,000.00 towards our future Community Kitchen at El Mercado hall.

Nueva Esperanza, Inc. relies on donors like you to continue our mission of being a catalyst and partner for a vibrant, sustainable and powerful Puerto Rican/Afro-Caribbean community in Holyoke. Your donation is tax deductible; our Tax ID number is 04-2774010.

We thank you for your support and extend our invitation to you all or one of your reps to our next board meeting on May 21st, 2019 at 6:00pm at our offices on 401 Main St. to discuss further details and collaborations.

Sincerely,

Juan G. Sanchez

VP, Board of Directors Nueva Esperanza Inc on behalf of Board .

Cynthia Espinosa
Program Director

Kayla Rodriguez
Operations Manager



Inspiring all girls
to be strong
smart, and bold

Girls Inc. of the Valley
P.O. Box 6812
Holyoke, MA 01041

Tel. 413.532.6247

girlsincvalley.org

April 29, 2019

**Meg Sanders and Erik Williams
Canna Provisions Group
220 Housatonic St.
Lee, MA 01238**

Dear Ms. Sanders and Mr. Williams,

Girls Inc. of the Valley was pleased to recently receive a phone call from Jonathan Herbert that we have been selected to receive a \$10,000 donation from Canna Provisions. We are delighted to hear of this, and look forward to receiving your check later this summer.

Girls Inc. of the Valley is a 501(c)(3) organization. Our tax ID number is 04-2748244.

We wish you much success as you open your new Holyoke location, and look forward to meeting you in the near future, and perhaps giving you a tour of our programs!

Sincerely,


Suzanne Parker
Executive Director

*We appreciate your
support of the community*



April 29, 2019

Re: Donation Acceptance Letter from Canna Provisions

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and \$10,000 donation from Canna Provisions as they prepare to open adult use cannabis in Massachusetts.

Cannabis Community Care and Research Network (C3RN) is a registered public benefit corporation (B Corp) based out of Worcester, MA. C3RN hosts a network of dedicated academics, industry, healthcare providers, consumers and patients that aim to end the stigma around medical and adult use cannabis through research and education. C3RN runs multiple research studies related to the adult and population use of cannabis in Massachusetts with UMass Dartmouth. C3RN is the Principal Investigator of ongoing studies focused on medical patients, consumers, and veterans. Learn more here: www.cannacenterofexcellence.org.

C3RN is partnering with Holyoke Community College (HCC) and the City of Holyoke to develop four entry level cannabis workforce training programs (cultivation, extraction, culinary and infusion, and patient advocate). These workforce education programs are intended to support those impacted by the drug war, those who have been operating in the unregulated market, or have been un or underemployed locally in Western, MA. We intend to provide free educational opportunities for these groups to ensure they have meaningful access to the cannabis industry, starting with high quality and evidence-based entry level educational opportunities.

Specifically, Canna Provisions will financially contribute to the project C3RN is leading with HCC to develop the content and teach the first cohort of students in four workforce training areas. Canna Provisions intends to continue exploring opportunities to develop a possible internship program for those interested in further learning.

We look forward to working with Canna Provisions in 2019! Thank you for your support.

Sincerely,

A handwritten signature in black ink, appearing to read "Marion McNabb", is written over a horizontal line.

Marion McNabb, MPH, DrPH

CEO

Cannabis Community Care and Research Network (C3RN)

marion@c3researchnetwork.com



Goodwill Industries of the Berkshires & Southern Vermont

158 Tyler Street, Pittsfield, MA 01201

Phone 413-442-0061 Fax 413-499-3756

April 30, 2019

Mr. Andy Katkin

andy@cannaprovisionsgroup.com

Dear Mr. Katkin:

We are very pleased to accept the charitable donation from your company. Thank you very much for considering the Goodwill Industries of the Berkshires and Southern Vermont as one of your recipients. Your gift will go a long way toward heightening our ability to serve our community.

Best,

Fran G. Zarubick

Chief of Staff

Goodwill Industries of the Berkshires & Southern Vermont, Inc.

158 Tyler Street,

Pittsfield, MA 01201

413-442-0061 x19



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$250.00

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

Articles of Organization

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

Identification Number: 001325268

ARTICLE I

The exact name of the corporation is:

CANNA PROVISIONS, INC

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

ARTICLE III

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

Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding Num of Shares
		<i>Num of Shares</i>	<i>Total Par Value</i>	
CWP	\$0.00100	200,000	\$200.00	200,000

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

ARTICLE IV

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

ARTICLE V

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

ARTICLE VI

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

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

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

Name: EUGENE MCCAIN
No. and Street: 214 ADAMS AVENUE
City or Town: WEST NEWTON State: MA Zip: 02465 Country: USA

c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	EUGENE MCCAIN	214 ADAMS AVENUE WEST NEWTON, MA 02465 USA
TREASURER	ARTHUR BECKER	214 ADAMS AVENUE WEST NEWTON, MA 02465 USA
SECRETARY	EUGENE MCCAIN	214 ADAMS AVENUE WEST NEWTON, MA 02465 USA
DIRECTOR	EUGENE MCCAIN	214 ADAMS AVENUE WEST NEWTON, MA 02465 USA
DIRECTOR	ARTHUR BECKER	214 ADAMS AVENUE WEST NEWTON, MA 02465 USA

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

January

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

RETAIL SUPPLY STORES

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

No. and Street: 214 ADAMS AVENUE
City or Town: WEST NEWTON State: MA Zip: 02465 Country: USA

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

No. and Street: 214 ADAMS AVENUE

City or Town: WEST NEWTON

State: MA

Zip: 02465

Country: USA

which is

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

☐ its registered office

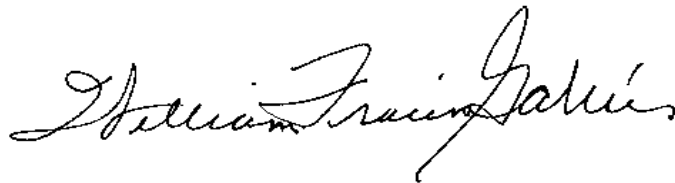
Signed this 30 Day of April, 2018 at 1:11:24 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

EUGENE MCCAIN

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:

April 30, 2018 01:11 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



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

William Francis Galvin
Secretary of the
Commonwealth

Date: November 01, 2019

To Whom It May Concern :

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

is a domestic corporation organized on **April 30, 2018** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19110023670

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

Processed by:

SECOND AMENDED AND RESTATED BYLAWS
OF
CANNA PROVISIONS, INC
(the “Corporation”)

Date adopted: September 30, 2019

AMENDED AND RESTATED BYLAWS

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ARTICLE I
SHAREHOLDERS

- 1.1. Annual Meeting. The Corporation shall hold an annual meeting of shareholders at a time to be fixed by the Chief Executive Officer (“CEO”) and stated in the notice of the meeting, to be held within six (6) months after the end of the Corporation’s fiscal year. The purposes for which the annual meeting is to be held, in addition to those prescribed by the Articles of Organization, shall be for electing Directors, to the extent an election is necessary, and for such other purposes as shall be specified in the notice for the meeting, and only business within such purposes may be conducted at the meeting. In the event an annual meeting is not held at the time fixed in accordance with these Bylaws (“Bylaws”) or the time for an annual meeting is not fixed in accordance with these Bylaws to be held within 13 months after the last annual meeting, the Corporation may designate a special meeting as a special meeting in lieu of the annual meeting, and such meeting shall have all of the effect of an annual meeting.
- 1.2. Special Meetings. Special meetings of the shareholders may be called by the CEO or Board of Directors of the Corporation (the “Board” or “Board of Directors”). Only business within the purpose or purposes described in the meeting notice may be conducted at a special shareholders’ meeting.
- 1.3. Place of Meetings. All meetings of the shareholders shall be held at the principal office of the Corporation unless a different place is fixed by the CEO or Board of Directors and specified in the notice of the meeting, or the meeting is held solely by means of remote communication in accordance with Section 1.11 of these Bylaws.
- 1.4. Requirement of Notice. A written notice of the date, time and place of each annual and special shareholders’ meeting describing the purposes of the meeting shall be given to shareholders no fewer than three (3) nor more than thirty (30) days before the meeting date. All notices to the shareholders shall conform to the requirements of Article III of these Bylaws.
- 1.5. Waiver of Notice. A shareholder may waive any notice required by law, the Articles of Organization or these Bylaws before or after the date and time stated in the notice. The waiver shall be in writing, be signed by the shareholder entitled to the notice, and be delivered to the Corporation for inclusion with the records of the meeting. A shareholder’s attendance at a meeting: (a) waives objection to lack of notice or defective notice of the meeting, unless the shareholder at the beginning of the meeting objects to holding the meeting or transacting business at the meeting; and (b) waives objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the shareholder objects to considering the matter when it is presented.
- 1.6. Quorum. Unless otherwise provided by law, or in the Articles of Organization, or these Bylaws, a majority of the votes entitled to be cast on the matter constitutes a quorum for action on that matter.

- 1.7. Voting and Proxies. Unless the Articles of Organization provide otherwise, each outstanding share, regardless of class, is entitled to one vote on each matter voted on at a shareholders' meeting. A shareholder may vote his, her or its shares in person or may appoint a proxy to vote or otherwise act for him, her or it by signing an appointment form, either personally or by his, her or its attorney-in-fact. An appointment of a proxy is effective when received by the Secretary or other officer or agent authorized to tabulate votes. Unless otherwise provided in the appointment form, an appointment is valid for a period of 11 months from the date the shareholder signed the form or, if it is undated, from the date of its receipt by the officer or agent.
- 1.8. Action at Meeting. Members of the Board (each a "Director") are elected as set forth in Article 2 of these Bylaws. No ballot shall be required for such election unless requested by a shareholder present or represented at the meeting and entitled to vote in the election.
- 1.9. Action Without Meeting by Written Consent. Action taken at a shareholders' meeting may be taken without a meeting if the action is taken by all shareholders entitled to vote on the action. The action shall be evidenced by one or more written consents that describe the action taken, are signed by shareholders having the requisite votes, bear the date of the signatures of such shareholders, and are delivered to the Corporation for inclusion with the records of meetings within sixty (60) days of the earliest dated consent delivered to the Corporation as required by this Section 1.9. A consent signed under this Section 1.9 has the effect of a vote at a meeting.
- 1.10. Record Date. The Board of Directors may fix the record date in order to determine the shareholders entitled to notice of a shareholders' meeting, to demand a special meeting, to vote, or to take any other action. A record date fixed under this Section 1.10 may not be more than seventy (70) days before the meeting or action requiring a determination of shareholders.
- 1.11. Meetings by Remote Communication. Unless otherwise provided in the Articles of Organization, if authorized by the Board of Directors: any annual or special meeting of shareholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, shareholders and proxyholders not physically present at a meeting of shareholders may, by means of remote communication: (a) participate in a meeting of shareholders; and (b) be deemed present in person and vote at a meeting of shareholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the Corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a shareholder or proxyholder; (2) the Corporation shall implement reasonable measures to provide such shareholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the shareholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any shareholder or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the Corporation.

- 1.12. Form of Shareholder Action. Any vote, consent, waiver, proxy appointment or other action by a shareholder or by the proxy or other agent of any shareholder shall be considered given in writing, dated and signed, if, in lieu of any other means permitted by law, it consists of an electronic transmission that sets forth or is delivered with information from which the Corporation can determine (1) that the electronic transmission was transmitted by the shareholder, proxy or agent or by a person authorized to act for the shareholder, proxy or agent; and (2) the date on which such shareholder, proxy, agent or authorized person transmitted the electronic transmission. The date on which the electronic transmission is transmitted shall be considered to be the date on which it was signed. The electronic transmission shall be considered received by the Corporation if it has been sent to any address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation or to the President.
- 1.13. Shareholder List for Meeting.
- (a) After fixing a record date for a shareholders' meeting, the Corporation shall prepare an alphabetical list of the names of all its shareholders who are entitled to notice of the meeting. The list shall show the address of and number of shares held by each shareholder.
 - (b) The list of shareholders shall be available for inspection by any shareholder, beginning two business days after notice is given of the meeting for which the list was prepared and continuing through the meeting: (1) at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held; or (2) on a reasonably accessible electronic network, provided that the information required to gain access to such list is provided with the notice of the meeting. If the meeting is to be held solely by means of remote communication, the list shall be made available on an electronic network.
 - (c) A shareholder or his, her or its agent or attorney is entitled on written demand to inspect and, subject to the requirements of Section 6.2(c) of these Bylaws, to copy the list, during regular business hours and at his or her expense, during the period it is available for inspection.
 - (d) The Corporation shall make the list of shareholders available at the meeting, and any shareholder or his, her or its agent or attorney is entitled to inspect the list at any time during the meeting or any adjournment.
- 1.14. Actions Requiring the Vote of Shareholders. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the Corporation is neither authorized to, nor shall it engage in, any of the following actions unless the Corporation has received the majority vote of the Corporation's shareholders:
- (a) Permit any sale, transfer, finance or refinance of any Corporation assets outside the ordinary course of business;
 - (b) Permit or cause the Corporation to purchase or invest in any real property, or buy any business in excess of \$100,000;

- (c) Incur any obligation by or on behalf of the Corporation that varies from the approved annual budget by \$50,000;
- (d) Make distributions or dividends or decide to accrue dividends required by the terms of outstanding securities;
- (e) Issue, grant, sell or otherwise transfer any equity interests in any subsidiary of the Corporation;
- (f) Borrow money outside the ordinary course of business in excess of \$100,000 outstanding at any time; or
- (g) Expand the number of members of the Board of Directors.

ARTICLE II

DIRECTORS

- 2.1. Powers. Unless otherwise provided for herein, all corporate power shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, its Board of Directors.
- 2.2. Number and Election. Each shareholder agrees to vote all of his, her, or its shares of the Corporation having voting power (and any other shares of the Corporation over which he, she, or it exercises voting control), in connection with the election of the Directors and to take such other actions as are necessary so as to fix the number of Directors at five (5) and to elect and continue in office as Directors those persons that are the then existing Managers (as defined in that certain Limited Liability Company Agreement of Better Provisions, LLC, a Delaware limited liability company; the “Operating Agreement”); provided, that Eugene McCain shall be a Director from the date hereof until December 31, 2020, unless and until in the earlier event of his non-compliance with current regulations or rules of the Massachusetts Cannabis Control Commission, in which such case he shall automatically be removed from the Board of Directors.

Each Director shall be (a) at least 21 years of age, (b) be registered as a Marijuana Establishment Agent and (c) shall not be a Controlling Person or Person or Entity Having Direct Or Indirect Control with respect to any other CRB in Massachusetts or other state in which the Corporation, Better Provisions, LLC, and/or any of their subsidiaries are pursuing licensure. The Directors need not be residents of the State of Massachusetts. The Directors shall be elected by the shareholders at any meeting of shareholders or written consent by the vote of those shareholders entitled to vote for a specific designee to the Board. Such vote shall be in accordance with this Section 2.2.

- 2.3. Vacancies. If a vacancy occurs on the Board of Directors, the Persons then entitled to nominate such Manager as set forth in Section 2.2 above shall fill the vacancy pursuant to the terms set forth in Section 2.2. A vacancy that will occur at a specific later date may be filled before the vacancy occurs but the new Director may not take office until the vacancy occurs.

- 2.4. Subsidiaries. Notwithstanding anything contained herein to the contrary, the approval of the majority of the members of the Board of Directors shall be required in order to form or otherwise create any subsidiary of the Corporation. Unless otherwise approved by a majority of the members of the Board of Directors, each board of directors or managers (or other similar corporate governance body), as applicable, of any subsidiary of the Corporation shall consist of the same persons as the Board (as defined in the Operating Agreement) of Better Provisions, LLC. In furtherance of the foregoing, Eugene McCain shall be entitled to sit on any board of directors or managers (or other similar corporate governance body) of any subsidiary until December 31, 2020, unless and until the event of his non-compliance with current regulations or rules of the Massachusetts Cannabis Control Commission. The Corporation shall comply with the provisions of the Operating Agreement applicable to each Subsidiary of Better Provisions, LLC.
- 2.5. Tenure. Each Director shall serve until his or her successor shall be elected and shall qualify or until his or her earlier resignation or removal.
- 2.6. Chair of the Board. The shareholders may elect one of the Directors as a “Chair of the Board”, who need not be an employee or officer of the Corporation, and the shareholders agree, by either their affirmative vote or written consent, to vote all of his, her, or its shares of the Corporation having voting power (and any other shares of the Corporation over which he, she, or it exercises voting control), in connection with the election of the Chair of the Board and to take such other actions as are necessary so as to elect and continue in office as the Chair of the Board that person that is the then existing “Chair of the Board” (as defined in the Operating Agreement); provided, that the initial Chair of the Board shall be Eugene McCain, until December 31, 2020, unless and until he is earlier removed from the Board of Directors pursuant to Section 2.8. If the Board of Directors appoints a Chair of the Board, he or she shall perform such duties and possess such powers as are assigned to him or her by the Board of Directors and, if the Chair of the Board is also designated as the Corporation’s Chief Executive Officer, shall have the powers and duties of the Chief Executive Officer prescribed in Section 4.8 of these Bylaws. Unless otherwise provided by the Board of Directors, the Chair of the Board shall preside at all meetings of the Board of Directors and shareholders.
- 2.7. Resignation. A Director may resign at any time by delivering written notice of resignation to the Board of Directors, the Chair of the Board, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.
- 2.8. Removal. A Director may be removed, whether or not for cause, and subsequently replaced by, the affirmative vote or written consent of those shareholders owning a majority of the Corporation’s shares. Notwithstanding anything contained in this Section 2.8 to the contrary, Eugene McCain shall not be removed from the positions of Director or Chair of the Board prior to December 31, 2020, for any reason, except in the event of his non-compliance with current regulations or rules of the Massachusetts Cannabis Control Commission.

- 2.9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall from time to time be fixed by the Chair of the Board without notice of the date, time, place or purpose of the meeting. The Corporation need only have one (1) annual meeting of the Board of Directors.
- 2.10. Special Meetings. Special meetings of the Board of Directors may be called by the Chair of the Board, or any three (3) Directors, or one (1) Director if there is only one (1) Director.
- 2.11. Notice. Special meetings of the Board of Directors must be preceded by at least three (3) days' notice of the date, time and place of the meeting. The notice need not describe the purpose of the special meeting unless these Bylaws otherwise require notice of the purpose of the meeting. All notices to Directors shall conform to the requirements of Article III of these Bylaws.
- 2.12. Waiver of Notice. A Director may waive any notice before or after the date and time of the meeting. The waiver shall be in writing, signed by the Director entitled to the notice, or in the form of an electronic transmission by the Director to the Corporation, and filed with the minutes or corporate records. A Director's attendance at or participation in a meeting waives any required notice to him or her of the meeting unless the Director at the beginning of the meeting, or promptly upon his or her arrival, objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.
- 2.13. Quorum. Unless otherwise provided by law, the Articles of Organization or these Bylaws, a quorum of the Board of Directors consists of a majority of the Directors then in office, provided always that any number of Directors (whether one or more and whether or not constituting a quorum) constituting a majority of Directors present at any meeting or at any adjourned meeting may make an adjournment thereof.
- 2.14. Action at Meeting. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board of Directors unless the Articles of Organization or these Bylaws require the vote of a greater number of Directors. A Director who is present at a meeting of the Board of Directors when corporate action is taken is considered to have assented to the action taken unless: (a) he or she objects at the beginning of the meeting, or promptly upon his or her arrival, to holding it or transacting business at the meeting; (b) his or her dissent or abstention from the action taken is entered in the minutes of the meeting; or (c) he or she delivers written notice of his or her dissent or abstention to the presiding officer of the meeting before its adjournment or to the Corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a Director who votes in favor of the action taken.
- 2.15. Action without Meeting. Any action required or permitted to be taken by the Directors may be taken without a meeting if the action is taken without a meeting by Directors having not less than the minimum number of votes necessary to take the action at a meeting at which all Directors entitled to vote on the action are present and voting. The action must be evidenced by one or more consents describing the action taken, in writing,

signed by each Director, or delivered to the Corporation by electronic transmission, to the address specified by the Corporation for the purpose or, if no address has been specified, to the principal office of the Corporation, addressed to the Secretary or other officer or agent having custody of the records of proceedings of Directors, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this Section 2.15 is effective when the last Director signs or delivers the consent, unless the consent specifies a different effective date. A consent signed or delivered under this Section 2.15 has the effect of a meeting vote and may be described as such in any document.

- 2.16. Meetings by Remote Communications. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all Directors participating may simultaneously hear each other during the meeting. A Director participating in a meeting by this means is considered to be present in person at the meeting.
- 2.17. Compensation. The compensation, if any, of the Directors shall be fixed by the Super Majority Vote of the Board of Directors (as defined below).
- 2.18. Standard of Conduct for Directors.
- (a) A Director shall discharge his or her duties as a Director: (1) in good faith; (2) with the care that a person in a like position would reasonably believe appropriate under similar circumstances; and (3) in a manner the Director reasonably believes to be in the best interests of the Corporation. In determining what the Director reasonably believes to be in the best interests of the Corporation, a Director may consider the interests of the Corporation's employees, suppliers, creditors and customers, the economy of the state, the region and the nation, community and societal considerations, and the long-term and short-term interests of the Corporation and its shareholders, including the possibility that these interests may be best served by the continued independence of the Corporation.
 - (b) In discharging his or her duties, a Director who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the Director reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; (2) legal counsel, public accountants or other persons retained by the Corporation, as to matters involving skills or expertise the Director reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence.
 - (c) A Director is not liable for any action taken as a Director, or any failure to take any action, if he or she performed the duties of his or her office in compliance with this Section 2.18.

2.19. Conflict of Interest.

- (a) A conflict of interest transaction is a transaction with the Corporation in which a Director of the Corporation has a material direct or indirect interest. A conflict of interest transaction is not voidable by the Corporation solely because of the Director's interest in the transaction if the transaction was fair and on market terms to the Corporation and fully disclosed to the Corporation's Board of Directors.
- (b) For purposes of this Section 2.19, and without limiting the interests that may create conflict of interest transactions, a Director of the Corporation has an indirect interest in a transaction if: (1) another entity in which he or she has a material financial interest or in which he or she is a general partner is a party to the transaction; or (2) another entity of which he or she is a director, officer or trustee or in which he or she holds another position is a party to the transaction and the transaction is or should be considered by the Board of Directors.

2.20. Conduct of Meetings. The Board of Directors may adopt by resolution such rules, regulations and procedures for the conduct of any meeting of the directors as it shall deem appropriate, including without limitation such guidelines and procedures as it may deem appropriate regarding the participation by means of remote communication of the directors and proxyholders not physically present at a meeting. Except to the extent inconsistent with such rules, regulations and procedures as adopted by the Board of Directors, the Chair of any meeting of the directors shall have the right and authority to prescribe such rules, regulations and procedures and to do all such acts as, in the judgment of such Chair, are appropriate for the proper conduct of the meeting. Such rules, regulations or procedures, whether adopted by the Board of Directors or prescribed by the chairman of the meeting, may include, without limitation, the following: (a) the establishment of an agenda or order of business for the meeting; (b) rules and procedures for maintaining order at the meeting and the safety of those present; (c) limitations on attendance at or participation in the meeting to the directors, their duly authorized and constituted proxies or attorneys or such other persons as shall be determined; (d) restrictions on entry to the meeting after the time fixed for the commencement thereof; and (e) limitations on the time allotted to questions or comments by participants. Unless and to the extent determined by the Board of Directors or the chairman of the meeting, meetings of the directors shall not be required to be held in accordance with the rules of parliamentary procedure.

ARTICLE III

MANNER OF NOTICE

3.1. Notices. All notices provided for under these Bylaws shall conform to the following requirements:

- (a) Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.

- (b) Notice may be communicated in person; by telephone, voice mail, facsimile, teletype or other electronic means; by mail; by electronic transmission; or by messenger or delivery service.
- (c) Written notice, other than notice by electronic transmission, if in a comprehensible form, is effective upon deposit in the United States mail, if mailed postpaid and correctly addressed to the addressee's address shown in the Corporation's current records.
- (d) Written notice by electronic transmission, if in comprehensible form, is effective:
(1) if by facsimile telecommunication, when directed to a number furnished by the addressee for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the addressee for the purpose; (3) if by a posting on an electronic network together with separate notice to the addressee of such specific posting, directed to an electronic mail address furnished by the addressee for the purpose, upon the later of (i) such posting and (ii) the giving of such separate notice; and (4) if by any other form of electronic transmission, when directed to the addressee in such manner as the addressee shall have specified to the Corporation. An affidavit of the President of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.
- (e) Oral notice is effective when communicated if communicated in a comprehensible manner.

ARTICLE IV

OFFICERS

- 4.1. Enumeration. The Corporation may have a Chief Executive Officer, a Chief Operating Officer, President, a Treasurer, a Secretary and such other officers as may be appointed by the Board of Directors from time to time in accordance with these Bylaws. One person may have multiple officer titles.
- 4.2. Appointment. The officers shall be appointed by the Board of Directors. A duly appointed officer may appoint one or more officers if authorized by the Board of Directors. Each officer has the authority and shall perform the duties set forth in these Bylaws or, to the extent consistent with these Bylaws, the duties prescribed by the Board of Directors or by direction of an officer authorized by the Board of Directors to prescribe the duties of other officers. The appointment of an officer shall not itself create contract rights. The Board of Directors shall be deemed to have appointed as initial officers of the Corporation: Megan Sanders to the positions of President and Chief Executive Officer; Erik Williams to the positions of Secretary and Chief Operating Officer; and Megan Sanders to the positions of Treasurer and Chief Financial Officer.

- 4.3. Qualification. The same individual may simultaneously hold more than one office in the Corporation. No officer need be a shareholder. All officers must comply with the regulations and rules promulgated by the CCC.
- 4.4. Tenure. Except as otherwise provided by law, the Articles of Organization or these Bylaws, each officer shall, subject to any employment agreement between him or her and the Corporation, hold office until his or her successor is duly appointed, unless a different term is specified in the vote appointing him or her, or until his or her earlier death, resignation or removal.
- 4.5. Resignation. Subject to the terms of any separate written agreement between the Corporation and an Officer, an officer may resign at any time by delivering written notice of the resignation to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date and the Corporation accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor shall not take office until the effective date. An officer's resignation shall not affect the Corporation's contract rights, if any, with the officer.
- 4.6. Removal. If an officer either resigns or is removed by the Board of Directors, a replacement officer shall be proposed by the majority of the Board of Directors.
- 4.7. Vacancies. The Board of Directors may, subject to a confirmatory vote by the shareholders holding a majority of the shares, fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Secretary. Each such successor shall hold office for the unexpired term of his or her predecessor and until his or her successor is duly appointed, or until he or she sooner dies, resigns or is removed.
- 4.8. President; Chief Executive Officer. The President shall be the Chief Executive Officer. The Chief Executive Officer shall have general charge and supervision of the business of the Corporation, subject to the direction of the Board of Directors including, without limitation, exercise of general operating powers concerning all the property, business and affairs of the Corporation. The President shall perform such other duties and shall have such other powers as the Board of Directors may from time to time prescribe. The President shall serve until such time as he resigns or his successor is elected by the Board. The President and Chief Executive Officer shall report to the Board of Directors.
- 4.9. Vice President. In the absence of the President, the Vice President, if one is appointed, shall perform the duties of the President. The Vice President shall report to the Board and shall have any further powers and duties as from time to time may be prescribed by the Board.
- 4.10. Treasurer. The Treasurer shall be the Chief Financial Officer. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him or her by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer,

including without limitation the duty and power to keep and be responsible for all funds and securities of the Corporation, to deposit funds of the Corporation in depositories, to disburse such funds as ordered by the Board of Directors or the President, to make proper accounts of such funds, and to render as required by the Board of Directors or the President statements of all such transactions and of the financial condition of the Corporation.

- 4.11. Secretary. The Secretary shall perform such duties and shall possess such powers as the Board of Directors or the President may from time to time prescribe. In addition, the Secretary shall perform such duties and shall have such powers as are incident to the office of the secretary, including without limitation the duty and power to give notices of all meetings of the shareholders and Directors, to attend all meetings of the shareholders and Directors, to prepare minutes of the meetings of the shareholders and Directors, to authenticate the records of the Corporation, to maintain a stock ledger and prepare lists of shareholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents. In the absence of the Secretary at any meeting of the shareholders or Directors, the person presiding at the meeting shall designate a temporary secretary to prepare the minutes of the meeting.
- 4.12. Salaries. Officers of the Corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors or as otherwise provided in any employment agreement between the Corporation and the officer. A bonus pool derived from the income of the Corporation may be so designated and created by the Board of Directors, with such revenues to be awarded as bonuses to the Corporation's officers and employees. The Board of Directors may create a compensation committee to make recommendations to it as to how any such bonus pool should be distributed.
- 4.13. Standard of Conduct for Officers. An officer shall discharge his or her duties: (a) in good faith; (b) with the care that a person in a like position would reasonably exercise under similar circumstances; and (c) in a manner the officer reasonably believes to be in the best interests of the Corporation. In discharging his or her duties, an officer who does not have knowledge that makes reliance unwarranted is entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, if prepared or presented by: (1) one or more officers or employees of the Corporation whom the officer reasonably believes to be reliable and competent with respect to the information, opinions, reports or statements presented; or (2) legal counsel, public accountants or other persons retained by the Corporation as to matters involving skills or expertise the officer reasonably believes are matters (i) within the particular person's professional or expert competence or (ii) as to which the particular person merits confidence. An officer shall not be liable to the Corporation or its shareholders for any decision to take or not to take any action taken, or any failure to take any action, as an officer, if the duties of the officer are performed in compliance with this Section 4.13.

ARTICLE V

PROVISIONS RELATING TO SHARES

- 5.1 Issuance. The Board of Directors shall issue the number of shares of each class or series authorized by the Articles of Organization.
- 5.2 Share Certificates. If shares are represented by certificates, at a minimum each share certificate shall state on its face: (a) the name of the Corporation and that it is organized under the laws of the Commonwealth of Massachusetts; (b) the name of the person to whom issued; and (c) the number and class of shares and the designation of the series, if any, the certificate represents. Every certificate for shares of stock that are subject to any restriction on the transfer or registration of transfer of such shares pursuant to the Articles of Organization, these Bylaws, an agreement among shareholders or an agreement among shareholders and the Corporation, shall have conspicuously noted on the front or back of such certificate the existence of such restrictions. Each share certificate shall be signed, either manually or in facsimile, by the President and by the Treasurer or the Secretary, or any two officers designated by the Board of Directors, and may bear the corporate seal or its facsimile. If the person who signed, either manually or in facsimile, a share certificate no longer holds office when the certificate is issued, the certificate shall be nevertheless valid.
- 5.3 Uncertificated Shares. The Board of Directors may authorize the issue of some or all of the shares of any or all of the Corporation's classes or series without certificates. The authorization shall not affect shares already represented by certificates until they are surrendered to the Corporation. Within a reasonable time after the issue or transfer of shares without certificates, the Corporation shall send the shareholders a written statement of the information required by the Massachusetts Business Corporation Act, as in effect from time to time (the "MBCA") to be on certificates.
- 5.4 Transfers; Record and Beneficial Owners. Subject to the restrictions, if any, stated or noted on the stock certificates or otherwise, shares of stock may be transferred on the books of the Corporation by the surrender to the Corporation of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the Corporation may reasonably require. The Corporation shall be entitled to treat the record holder of shares as shown on its books as the owner of such shares for all purposes, including the payment of dividends and other distributions and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such shares until the shares have been transferred on the books of the Corporation in accordance with the requirements of these Bylaws.
- 5.5 Replacement of Certificates. The Board of Directors may, subject to applicable law, determine the conditions upon which a new share certificate may be issued in place of any certificate alleged to have been lost, destroyed or wrongfully taken.
- 5.6 Restrictions on Transfer. Unless set forth in a separate written agreement between the

shareholders and the Corporation, no interest in the shares of the corporation may be transferred by operation of law or otherwise, whether voluntary or involuntary, except in accordance with the terms and conditions of these Bylaws absent the approval of shareholders owning at such time the majority of the then issued and outstanding shares of stock of the corporation. This includes, but is not limited to, transfers by purchase, sale, discount, negotiation, gift, trust, legacy, inheritance, pledge, mortgage, lien, creation of security interest, hypothecation, bankruptcy, or transfer pursuant to court order.

ARTICLE VI

CORPORATE RECORDS

6.1. Records to be Kept.

- (a) The Corporation shall keep as permanent records minutes of all meetings of its shareholders and Board of Directors and a record of all actions taken by the shareholders or Board of Directors without a meeting. The Corporation shall maintain appropriate accounting records. The Corporation or its agent shall maintain a record of its shareholders. The Corporation shall maintain its records in written form or in another form capable of conversion into written form within a reasonable time.
- (b) The Corporation shall keep within the Commonwealth of Massachusetts a copy of the following records at its principal office or an office of its transfer agent or of its Secretary or of its registered agent:
 - (1) its Articles of Organization or Restated Articles of Organization and all amendments to them currently in effect;
 - (2) its Bylaws or Restated Bylaws and all amendments to them currently in effect;
 - (3) resolutions adopted by its Board of Directors creating one or more classes or series of shares, and fixing their relative rights, preferences and limitations, if shares issued pursuant to those resolutions are outstanding;
 - (4) the minutes of all shareholders meetings, and records of all action taken by the shareholders without a meeting, for the past three years;
 - (5) all written communications to the shareholders generally within the past three years, including the financial statements furnished under Section 16.20 of the MBCA, or any successor Section thereto, for the past three years;
 - (6) a list of the names and business addresses of its current Directors and officers; and
 - (7) its most recent annual report delivered to the Massachusetts Secretary of State.

6.2. Inspection of Records by the Shareholders.

- (a) A shareholder is entitled to inspect and copy, during regular business hours at the office where they are maintained pursuant to Section 6.1(b) of these Bylaws, copies of any of the records of the Corporation described in said Section 6.1(b) if he or she gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy.
- (b) A shareholder is entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation if the shareholder meets the requirements of subsection (c) of this Section 6.2 and gives the Corporation written notice of his or her demand at least five business days before the date on which he or she wishes to inspect and copy:
 - (1) excerpts from minutes reflecting action taken at any meeting of the Board of Directors, minutes of any meeting of the shareholders, and records of action taken by the shareholders or Board of Directors without a meeting, to the extent not subject to inspection under subsection (a) of this Section 6.2;
 - (2) accounting records of the Corporation, but if the financial statements of the Corporation are audited by a certified public accountant, inspection shall be limited to the financial statements and the supporting schedules reasonably necessary to verify any line item on those statements; and
 - (3) the record of shareholders described in Section 6.1(a) of these Bylaws.
- (c) A shareholder may inspect and copy the records described in subsection (b) of this Section 6.2 only if:
 - (1) his or her demand is made in good faith and for a proper purpose;
 - (2) he or she describes with reasonable particularity his or her purpose and the records he or she desires to inspect;
 - (3) the records are directly connected with his or her purpose; and
 - (4) the Corporation shall not have determined in good faith that disclosure of the records sought would adversely affect the Corporation in the conduct of its business.

6.3. Scope of Inspection Right.

- (a) A shareholder's agent or attorney has the same inspection and copying rights as the shareholder represented.
- (b) The Corporation may, if reasonable, satisfy the right of a shareholder to copy records under Section 6.2 of these Bylaws by furnishing to the shareholder copies by photo-

copy or other means chosen by the Corporation, including copies furnished through an electronic transmission.

- (c) The Corporation may impose a reasonable charge, covering the costs of labor, material, transmission and delivery, for copies of any documents provided to the shareholder. The charge may not exceed the estimated cost of production, reproduction, transmission or delivery of the records.
 - (d) The Corporation may comply at its expense with a shareholder's demand to inspect the record of the shareholder under clause (3) of subsection (b) of Section 6.2 of these Bylaws by providing the shareholder with a list of shareholders that was compiled no earlier than the date of the shareholder's demand.
 - (e) The Corporation may impose reasonable restrictions on the use or distribution of records by the demanding shareholder.
- 6.4. Inspection of Records by Directors. A Director is entitled to inspect and copy the books, records and documents of the Corporation at any reasonable time to the extent reasonably related to the performance of the Director's duties as a Director, but not for any other purpose or in any manner that would violate any duty to the Corporation.

ARTICLE VII

INDEMNIFICATION

- 7.1. Indemnification of Directors and Officers. Except as otherwise provided in this Section 7.1, the Corporation may indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is a Director against liability incurred in the proceeding if: (1) (i) he or she conducted himself or herself in good faith; and (ii) he or she reasonably believed that his or her conduct was in the best interests of the Corporation or that his or her conduct was at least not opposed to the best interests of the Corporation; and (iii) in the case of any criminal proceeding, he or she had no reasonable cause to believe his or her conduct was unlawful; or (2) he or she engaged in conduct for which he or she shall not be liable under a provision of the Articles of Organization authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section. The Corporation shall indemnify to the fullest extent permitted by law an individual who is a party to a proceeding because he or she is an officer against liability incurred in the proceeding, except for liability arising out of acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; provided, however, that the standard of conduct set forth in this sentence shall apply to a Director who is also an officer if the basis on which he or she is made a party to the proceeding is an act or omission solely as an officer. For the avoidance of doubt, conduct shall not be deemed to be intentional misconduct or a knowing violation of law solely for ongoing activity relating to cannabis, which may be a violation of federal law, so long as such activity is reasonably believed to be in compliance with applicable state laws.

7.2. Advance for Expenses. The Corporation may, before final disposition of a proceeding, advance funds to pay for or reimburse the reasonable expenses incurred by a Director or officer who is a party to a proceeding because he or she is a Director or officer if he or she delivers to the Corporation:

- (a) a written affirmation of his or her good faith belief that he or she has met the relevant standard of conduct described in Section 7.1 of these Bylaws or, if he or she is a Director and is a party to a proceeding because he or she is a Director, that the proceeding involves conduct for which liability has been eliminated under a provision of the Articles of Organization as authorized by Section 2.02(b)(4) of the MBCA or any successor provision to such Section; and
- (b) his or her written undertaking to repay any funds advanced if he or she is not wholly successful, on the merits or otherwise, in the defense of such proceeding and it is ultimately determined pursuant to Section 7.3 of these Bylaws or by a court of competent jurisdiction that he or she has not met the relevant standard of conduct described in Section 7.1 of these Bylaws.

Such undertaking must be an unlimited general obligation of the Director or officer but need not be secured and shall be accepted without reference to the financial ability of the Director or officer to make repayment.

7.3. Determination of Indemnification.

- (a) Except as set forth in subsection (b) of this Section 7.3, the determination of whether a Director has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws shall be made either: (1) by special legal counsel selected by the Board of Directors, or (2) by the Super Majority Vote of the Board of Directors.
- (b) The determination of whether an officer has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws shall be made by the Board of Directors. Notwithstanding the provisions of subsection (a) of this Section 7.3, the determination of whether a Director who is also an officer has met the relevant standard of conduct set forth in Section 7.1 of these Bylaws, shall be made in accordance with the provisions of this subsection (b) to the extent the basis on which he or she is made a party to a proceeding is an act or omission solely as an officer.

7.4. Authorization of Indemnification and Advances.

- (a) Authorization of indemnification and advances shall be made in the same manner as the determination that indemnification is permissible under Section 7.3 of these Bylaws; provided that, with respect to the authorization of indemnification and advances for a Director for acts or omissions as a Director, authorization of indemnification shall be made by the Board of Directors.
- (b) The Corporation shall indemnify a Director or officer who was wholly successful, on the merits or otherwise, in the defense of any proceeding to which he or she was a

party because he or she was a Director or officer of the Corporation against reasonable expenses incurred by him or her in connection with the proceeding.

7.5. Settlements. The Corporation shall not be required to indemnify the Indemnatee under this Article VII for any amounts paid in settlement of any proceeding unless authorized in the same manner as the determination that indemnification is permissible under Section 7.3 of these Bylaws; provided that, with respect to the authorization of indemnification for a Director for acts or omissions as a Director, authorization of indemnification shall be made by the Board of Directors. The Corporation shall not settle any proceeding in any manner that would impose any penalty or limitation on the Indemnatee without the Indemnatee's written consent. Neither the Corporation nor the Indemnatee will unreasonably withhold his, her or its consent to any proposed settlement.

7.6. Application of this Article.

(a) This Article VII shall not limit the Corporation's power to (1) pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness in a proceeding at a time when he or she is not a party or (2) indemnify, advance expenses to or provide or maintain insurance on behalf of an employee or agent.

(b) If the laws of the Commonwealth of Massachusetts are hereafter amended from time to time to increase the scope of permitted indemnification, indemnification hereunder shall be provided to the fullest extent permitted or required by any such amendment.

7.7. Exculpation. Each Director and Officer of the Corporation shall not be liable to the Corporation or its shareholders for monetary damages for breach of fiduciary duty as a Director and/or Officer, except to the extent that exculpation from liability is not permitted under the MBCA as in effect when such breach occurred, and except (i) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, or (ii) for any transaction in connection with which such director or officer derived an improper personal benefit. No amendment or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any Director or Officer of the Corporation for or with respect to any acts or omissions of such Director or Officer occurring prior to such amendment or repeal. For avoidance of doubt, conduct shall not be deemed to constitute intentional misconduct or a knowing violation of law solely for engaging in activity relating to cannabis, which may be a violation of federal law, so long as such activity is reasonably believed to be in compliance with applicable state law.

ARTICLE VIII

MISCELLANEOUS

8.1. Fiscal Year. Except as otherwise determined from time to time by the Board of Directors, the fiscal year of the Corporation shall in each year end on December 31.

- 8.2. Seal. The seal of the Corporation shall, subject to alteration by the Board of Directors, bear the Corporation's name, the word "Massachusetts" and the year of its incorporation.
- 8.3. Voting of Securities. Except as the Board of Directors may otherwise designate, the Chief Executive Officer, President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for the Corporation (with or without power of substitution) at any meeting of the shareholders of any other corporation or organization, the securities of which may be held by the Corporation.
- 8.4. Articles of Organization. All references in these Bylaws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the Corporation, as amended and in effect from time to time.
- 8.5. Severability. Any determination that any provision of these Bylaws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these Bylaws.
- 8.6. Pronouns. All pronouns used in these Bylaws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

ARTICLE IX

AMENDMENTS

- (a) The power to make, amend or repeal these Bylaws, in whole or in part, shall be by a majority vote of the shareholders.
- (b) Not later than the time of giving notice of the meeting of the shareholders next following the making, amending or repealing by the shareholder of any Bylaw, notice stating the substance of the action taken by the Board of Directors shall be given to all shareholders entitled to vote on amending these Bylaws. Any action taken by the Board of Directors with respect to these Bylaws may be amended or repealed pursuant to this Article IX.
- (c) Approval of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the shareholders must satisfy both the applicable quorum and voting requirements for action by the shareholders with respect to amendment of these Bylaws and also the particular quorum and voting requirements sought to be changed or deleted.
- (d) A Bylaw dealing with quorum or voting requirements for the shareholders may not be adopted, amended or repealed by the Board of Directors.
- (e) A Bylaw that fixes a greater or lesser quorum requirement for action by the Board of Directors, or a greater voting requirement, than provided for by the MBCA may be amended or repealed by the shareholders, or by the Board of Directors if the Board of Directors is authorized to amend these Bylaws.

- (f) Approval by the Board of Directors of an amendment to these Bylaws that changes or deletes a quorum or voting requirement for action by the Board of Directors must satisfy both the applicable quorum and voting requirements for action by the Board of Directors with respect to amendment of these Bylaws, and also the particular quorum and voting requirements sought to be changed or deleted.

END OF BYLAWS



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

mass.gov/dor

Letter ID: L0278020160
Notice Date: October 18, 2019
Case ID: 0-000-642-564



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



SUSIE KANDT
CANNA PROVISIONS, INC.
220 HOUSATONIC ST
LEE MA 01238-1303

Why did I receive this notice?

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

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

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

What if I have questions?

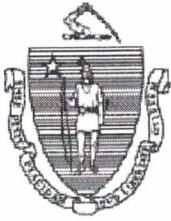
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



172797670

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Canna Provisions Inc
220 HOUSATONIC ST
LEE, MA 01238-1303

EAN: 22133738
January 20, 2020

Certificate Id:34468

The Department of Unemployment Assistance certifies that as of 1/20/2020 ,Canna Provisions Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



Plan for Obtaining Liability Insurance

Canna Provisions is currently operating a Retail Marijuana Establishment in Lee, 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

November 2019

Canna Provisions, Inc. ("CP") is a Massachusetts corporation formed for the purpose of obtaining State and municipal licensing for adult use marijuana retail sales and for a cultivation facility. CP currently holds a Final Retail Marijuana Establishment license at our Lee location and holds a Provisional Retail Marijuana Establishment license at our Holyoke location.

Lee Recreational Retail Store

CP was awarded a provisional retail recreational license and later a Final license for its store in Lee, Massachusetts. The store opened for business in early July, 2019. The store has been in continual operation since July, 2019.

Holyoke Recreational Retail Store

CP was awarded a provisional retail recreational license for its site at 380R Dwight St., Holyoke and then later that license was transferred to the building next door at 380 Dwight Street. This property is under renovations and CP will be applying for a Final license in the next month.

Application for license for a Cultivation Facility in Lee

CP has an 8-acre site under contract at 160 Quarry Hill Rd. in Lee, MA. A special use permit was granted to CP by the Town of Lee for a marijuana cultivation facility at this site. Phase one of the cultivation facility is a pre-fabricated 25,000 sf indoor, climate controlled, multi-bay hybrid greenhouse produced by Nexus Greenhouse Systems. Annual harvest of 5000 to 6000 pounds of flower product are expected from this facility. The greenhouse structure will be supported by a concrete slab foundation. Adjacent to the hybrid greenhouse will be a solid wall building that will include space for genetics, trim/dry/cure spaces, packaging and other ancillary areas. Phase 2 will include expansion by adding additional pre-fabricated 3,000sf bays each. All site design and engineering has been completed. The Nexus Greenhouse will be ordered in January and build out is expected to be completed by mid-summer 2020.

Current Product Supply

Until our cultivation facility in Lee is producing marijuana, CP has secured sources for product from existing third-party licensed cultivation operations within the State. CP has an LOI with one craft supplier and is negotiating with several other cultivators with existing grow facilities.

Retail Sales Financial Forecasts

Based on historical sales over the past several months in Lee, CP expects to do approximately \$12MM to \$14MM annually in gross sales in Lee.

For the Holyoke Retail Sales forecasts, it is assumed that in the first year the sales will be comparable to Lee; approximately \$12MM in gross sales.

Wholesale Sales Financial Forecasts

With the expectation of 5,000 to 6,000 pounds of cultivated dried flower per year, CP expects to use ourselves or sell to other licensed retail recreational stores, all the product that we produce. Based on current wholesale pricing of approximately \$3200 per pound, we expect to generate approximately \$16MM to \$19MM in wholesale gross sales.

Financing

CP has successfully raised \$5MM in equity investment and \$3.5MM in debt. These funds are being used to build out all of our facilities.

For the full build-out of all our planned facilities, the CapEx and OpEx needs, until self-sustainability and profitability, are \$8.5MM.

CP has recently provided the CCC with an updated disclosure of investors and investment sources and ownership status.

Plans to Grow the Business

For retail growth, CP is expecting to open its Holyoke location at the start of the coming Year and are still working thru plans for our third location.

For cultivation, the size of the phase 2 expansion of the proposed Lee Cultivation facility will be based on retail sales experience in Lee and Holyoke and the anticipated inventory needs.

Management Team

CP is fortunate to have Meg Sanders and Erik Williams, of Will and Way Consulting, who joined CP last year and helped build the company. Ms. Sanders is our CEO and Mr. Williams is our COO. As well as being the senior management team, they also are owners of CP with each having slightly over 10% of the ownership in CP.

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 14 marijuana facility licenses in Colorado and one license in Illinois

Compliance

The CP team includes a team of experts as it relates to the compliance-heavy operation and processing of marijuana in this highly-regulated industry. CP has engaged AC3, LLC, as our licensing and compliance consultant. As our compliance resource AC3 uses proven operating procedures customized for CP that have proven successful in our implementation of required protocols.

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.

Security

The CP team has extensive direct, indirect and third-party analytical experience with securing diverse cannabis properties across the United States. CP is now and will continue to fully comply with all State and local security requirements for Marijuana Establishments. CP has submitted 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 do is to provide a professional and customer focused experience in all of 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 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.

Specifically, for the Lee cultivation facility, we will be communicating with other licensed retail recreational stores within the State, as potential customers for wholesale product. But most of our production is expected to be absorbed by our own licensed retail stores.

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 has been 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. CP thru the work of Meg Sanders and Erik William, developed a strong and responsible team who have been providing quality service to customers in Lee. Team members have quarterly reviews, 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

CANNA PROVISIONS, INC. FINANCIAL FORECAST FOR 2019, 2020 and 2021

		Per Month	2019 Half Year		Per Month	2020 Full Year		Per Month	2021 Full Year
General Administration									
	Professional Fees	45,000	270,000		142,000	852,000		140,000	840,000
	Marketing	42,000	252,000		95,000	570,000		90,000	540,000
	Office Operations	71,000	426,000		112,000	672,000		120,000	720,000
	Total G&A	-158,000	(948,000)		-349,000	(2,094,000)		-349,000	(2,094,000)
Store Operations	Stores Open	1			3			3	
		Monthly		6		Monthly		12	
	Revenue	\$ 1,385,000	\$ 8,310,000		\$ 4,155,000	\$ 49,860,000		\$ 4,155,000	\$ 49,860,000
	CGS	692,500	4,155,000		2,077,500	24,930,000		2,077,500	24,930,000
	Gross Profit	692,500	4,155,000		2,077,500	24,930,000		2,077,500	24,930,000
	Expenses								
	G & A	135,000	810,000		405,000	4,860,000		405,000	4,860,000
	Payroll	90,000	540,000		270,000	3,240,000		270,000	3,240,000
	POS/Supplies	2,500	15,000		7,500	90,000		7,500	90,000
	Supplies	44,000	264,000		132,000	1,584,000		132,000	1,584,000
	Rent	10,000	60,000		30,000	360,000		30,000	360,000
	Utilities	6,600	39,600		19,800	237,600		19,800	237,600
	RE Tax	3,000	18,000		9,000	108,000		9,000	108,000
	Insurance	5,000	30,000		15,000	180,000		15,000	180,000
	Local PR	6,000	36,000		18,000	216,000		18,000	216,000
	Host Payments	41,550	249,300		124,650	1,495,800		124,650	1,495,800
	Expenses	343,650	2,061,900		1,030,950	12,371,400		1,030,950	12,371,400
	Retail Gross Revenue	348,850	2,093,100		1,046,550	12,558,600		1,046,550	12,558,600
	3%								
Cultivation Operations			2019 Half Year			2020 Half Year			2021 Full Year
	Revenues								
	Wholesale Flower Lbs.				\$ 300	1800		\$ 550	6600
	Price per Lb.				\$ 3,400	3,400		\$ 3,400	3,400
	Sales				\$ 1,020,000	6,120,000		\$ 1,870,000	22,440,000
	Expenses			1			3		
	Payroll				\$ 36,374	218,244		\$ 109,122	1,309,464
	Payroll taxes				\$ 3,637	21,824		\$ 10,912	130,946
	Benefits				\$ 7,275	43,649		\$ 21,824	261,893
	Tracking Software Fees				\$ 1,000	6,000		\$ 3,000	36,000
	Travel & Entertainment				\$ 2,000	12,000		\$ 6,000	72,000
	Contractors / Consulting				\$ 2,000	12,000		\$ 6,000	72,000
	Hardware, Software & Office Expenses				\$ 2,000	12,000		\$ 6,000	72,000
	Rent				\$ 3,433	20,598		\$ 10,299	123,588
	Real Estate Taxes				\$ 2,083	12,500		\$ 6,250	75,000
	Property and Business Insurance				\$ 2,000	12,000		\$ 6,000	72,000
	Water and Sewer				\$ 1,000	6,000		\$ 3,000	36,000
	Repairs and Maintenance				\$ 2,000	12,000		\$ 6,000	72,000
	Electricity				\$ 28,877	173,262		\$ 86,631	1,039,572
	Natural Gas				\$ 2,506	15,036		\$ 7,518	90,216
	Supplies/Chemicals/Soil				\$ 4,210	25,260		\$ 12,630	151,560
	Financing				16,666	99,996		\$ 49,998	599,976
	Host Fee				\$ 30,600	367,200		\$ 56,100	673,200
	Total Expenses Cultivation				\$ 147,662	1,069,569		\$ 407,285	4,887,415
	Gross Revenue Cultivation				\$ 872,338	5,050,431		\$ 1,462,715	17,552,585
Total Gross Revenue wholesale and Retail		\$ 190,850	\$ 1,145,100		\$ 1,569,888	\$ 15,515,031		\$ 2,160,265	\$ 28,017,185



Policy for Separating Recreational from Medical Operations

Not Applicable

(Canna Provisions is not a Medical Marijuana Treatment Center)



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 visitor's 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 Delegates;
 - 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.



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 City of Lee 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 Managers (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 Manager 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

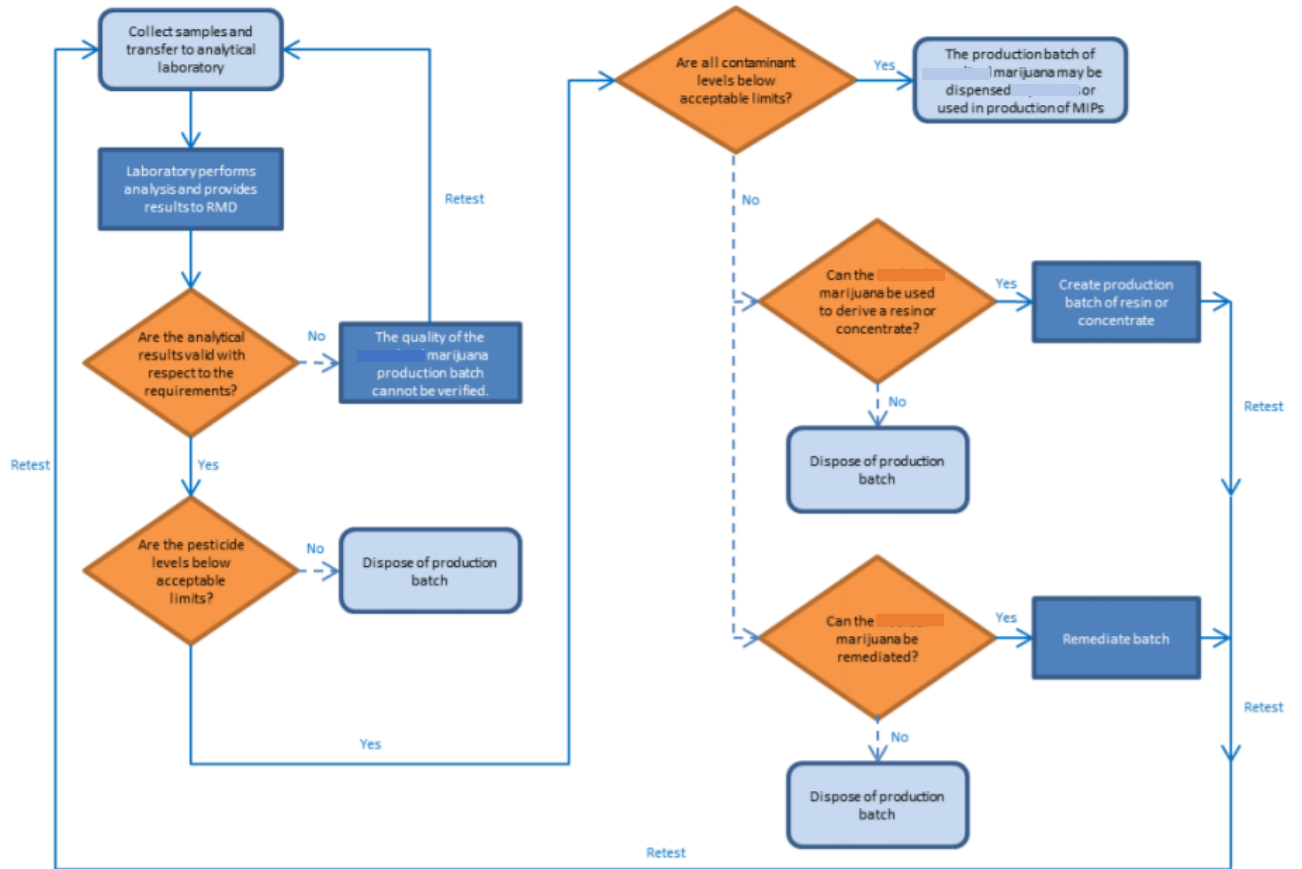
- a. Samples should be refrigerated or maintained on ice ($4^{\circ}\text{C} \pm 2^{\circ}\text{C}$) until they are shipped to the analytical laboratory.

- 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





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 with 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.



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.



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 LGBTQ+.

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 LGBTQ+.

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 LGBTQ+ 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 LGBTQ+.
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 LGBTQ+ 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.