



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281903
Original Issued Date: 01/06/2021
Issued Date: 01/12/2023
Expiration Date: 01/21/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: 15 Arch, LLC

Phone Number: 413-512-8420 Email Address: Jay@HighLedgesCannabis.com

Business Address 1: 15 Arch St

Business Address 2:

Business City: Greenfield

Business State: MA

Business Zip Code: 01301

Mailing Address 1: 15 Arch Street, Suite 2

Mailing Address 2:

Mailing City: Greenfield

Mailing State: MA

Mailing Zip Code: 01301

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: 18.33

Percentage Of Control: 33

Role: Owner / Partner

Other Role: Owner, Executive Manager

First Name: John

Last Name: Hadden

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: 18.33	Percentage Of Control: 33	
Role: Owner / Partner	Other Role: Owner, Manager	
First Name: Daniel	Last Name: Sullivan	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 3

Percentage Of Ownership: 18.33	Percentage Of Control: 33	
Role: Owner / Partner	Other Role: Owner, Manager	
First Name: Joshua	Last Name: Levin	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 20	Percentage Of Control:	
Role: Other (specify)	Other Role: Investor	
First Name: John	Last Name: Recco	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: David	Last Name: Hadden	Suffix: Jr	
Types of Capital: Debt	Other Type of Capital:	Total Value of the Capital Provided: \$300000	Percentage of Initial Capital: 32
Capital Attestation: Yes			

Individual Contributing Capital 2

First Name: John	Last Name: Recco	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$400000	Percentage of Initial Capital: 43
Capital Attestation: Yes			

Individual Contributing Capital 3

First Name: Lyn	Last Name: Hadden	Suffix:	
Types of Capital: Debt	Other Type of Capital:	Total Value of the Capital Provided: \$300000	Percentage of Initial Capital: 32

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 15 Arch Street

Establishment Address 2:

Establishment City: Greenfield

Establishment Zip Code: 01301

Approximate square footage of the Establishment: 10000

How many abutters does this property have?: 30

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

Cultivation Tier: Tier 01: up to 5,000 square feet

Cultivation Environment:

Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA - 15 Arch LLC.pdf	pdf	5cbb515b36e3e844f3b51d2d	04/20/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	5e3c4fac1c3b1d04a32b12e3	02/06/2020
Community Outreach Meeting Documentation	Outreach Attestation Form.pdf	pdf	5e440a14d43df3043d4b8e5d	02/12/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan for Positive Impact.pdf	pdf	5e3c51c67b9883042b370ec5	02/06/2020
Other	GCC 15 Arch LLC letter of support 12.16.19.pdf	pdf	5e3c51cc7225f00469657bd5	02/06/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Date generated: 04/05/2023

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

Individual Background Information 2

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

Individual Background Information 3

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

Individual Background Information 4

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

Individual Background Information 5

Role:	Other Role:
First Name: David	Last Name: Hadden Suffix: Jr.
RMD Association: Not associated with an RMD	
Background Question: no	

Individual Background Information 6

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	CERT OF GOOD STANDING - DoR.pdf	pdf	5caf6deb0a957444d5907877	04/11/2019
Secretary of Commonwealth - Certificate of Good Standing	CERT OF GOOD STANDING - SoC.pdf	pdf	5caf6dfa36e3e844f3b50a04	04/11/2019
Articles of Organization	Articles of Organization.pdf	pdf	5caf70b651be434c62d29287	04/11/2019
Bylaws	Bylaws.pdf	pdf	5caf70ff5c356a44cb767695	04/11/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	MA DUA Cert.pdf	pdf	635aa7d4a311610008ad50b5	10/27/2022
Department of Revenue - Certificate of Good standing	MA DOR Cert.pdf	pdf	635aa81ba311610008ad513d	10/27/2022
Secretary of Commonwealth - Certificate of Good Standing	MA SOC Cert.pdf	pdf	635aa834a311610008ad5191	10/27/2022
Secretary of Commonwealth - Certificate of Good Standing	DBA Certificate - City of Greenfield.pdf	pdf	63755868a0fd020008bc4cea	11/16/2022

Massachusetts Business Identification Number: 001358660

Doing-Business-As Name: High Ledges Cannabis

DBA Registration City: Greenfield

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Business Plan.pdf	pdf	635aafc2a311610008ad641a	10/27/2022
Plan for Liability Insurance	Plan to Obtain Liability Insurance.pdf	pdf	63755c70a0fd020008bc59f4	11/16/2022
Proposed Timeline	Updated Timeline (RFI).pdf	pdf	637d7e6fa0fd020008c440ef	11/22/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage of Marijuana.pdf	pdf	5caf55b273349d44fd62908c	04/11/2019
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5caf55b5e2695d45078d5b07	04/11/2019
Personnel policies including background checks	Personnel Policies Including Background Checks.pdf	pdf	5caf55d10a957444d590780d	04/11/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5caf55e3942dc34c4ebdf458	04/11/2019
Restricting Access to age 21 and older	Restricting Access to age 21 and up.pdf	pdf	5e440d52d29b0704447d751c	02/12/2020
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5e440d7e4dd5bb04941064ee	02/12/2020
Qualifications and training	Qualifications and Training.pdf	pdf	5e45710b4dd5bb0494106837	02/13/2020
Policies and Procedures for cultivating.	Policies and Procedures for Cultivating.pdf	pdf	5e4579bd7225f00469659060	02/13/2020
Transportation of marijuana	Transportation Plan.pdf	pdf	5e8b689f9a385038d9d8b051	04/06/2020
Quality control and testing	Quality Control and Testing.pdf	pdf	5e8b6937bddf0438d21dc7	04/06/2020
Inventory procedures	Inventory Procedures.pdf	pdf	5e8b697b2eba6d38ef165c79	04/06/2020
Diversity plan	Diversity Plan.pdf	pdf	617b09e93982c731eb1c4041	10/28/2021
Security plan	Security Plan.pdf	pdf	6376b14fa0fd020008be0807	11/17/2022

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

Progress or Success Goal 1

Description of Progress or Success: 1. Restoration of Historic Building at 15 Arch Street.

15 Arch has almost completed our renovation, including refurbishing the exterior of the building and repaving. Much of the graffiti has been removed, however it is a struggle as new graffiti is continuously added. 15 Arch believes that the presence of exterior cameras is slowly becoming known as there has been less activity around the exterior of the building since our renovations have been completed.

2. Creation of Well Paying Jobs

Our plan to hire locally is still high on the list of the Mayor's office and the small business community of Greenfield. 15 Arch has attended a variety of community and small business functions in Greenfield over the past year and has received positive feedback regarding bringing business back into the City.

3. Supporting local businesses

15 Arch has stayed true to its mission of supporting local businesses. From contractors to service providers, 15 Arch has used local businesses whenever possible. Over the past year excavation work, paving, sign making, metal working, plumbing, electrical, telephonics and more were all performed by local Greenfield businesses

4. Contribution to Initiatives

15 Arch has been in contact with the Mayor's office and small business organizations and is laying the groundwork to participate in local initiatives once we begin operations.

5. Bolstering Western Mass's reputation within the industry.

15 Arch is staying ahead of the curve on industry trends and will continue to push the industry in the direction of best practices, providing the market with products that exceed those available today.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: 15 Arch does not have employees yet, nor have positions been advertised because of the delays caused by Covid-19, supply chain delays. 15 Arch has worked over the past year with an HR consultant to tailor its application plan to best meet the goals of its diversity plan. We are currently anticipating recruiting and hiring staff starting in January 2023.

HOURS OF OPERATION

Monday From: 8:00 AM Monday To: 7:00 PM

Tuesday From: 8:00 AM	Tuesday To: 7:00 PM
Wednesday From: 8:00 AM	Wednesday To: 7:00 PM
Thursday From: 8:00 AM	Thursday To: 7:00 PM
Friday From: 8:00 AM	Friday To: 7:00 PM
Saturday From: 8:00 AM	Saturday To: 7:00 PM
Sunday From: 8:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

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

Applicant

I, John Hadden, (insert name) certify as an authorized representative of 15 Arch, LLC (insert name of applicant) that the applicant has executed a host community agreement with The City of Greenfield (insert name of host community) pursuant to G.L.c. 94G § 3(d) on December 30, 2018 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, William Martini, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for CITY OF GREENFIELD (insert name of host community) to certify that the applicant and CITY OF GREENFIELD (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 13, 2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING



15 Arch, LLC is located in the General Industrial Zone in Greenfield, MA¹. The Greenfield Zoning Ordinance of Greenfield, MA states in section § 200-4.11(C)(18) that Indoor Marijuana Cultivators are allowed in the General Industrial zoning district by way of **special permit**, pursuant to § 200-7.17² said **Special Permit** shall have a term of **2 years**. Section 200-7.17, entitled “Marijuana Establishments” lays out the Municipal requirements for such establishments within the City of Greenfield. To comply and to remain in compliance with the Municipal Ordinance, 15 Arch, LLC shall:

1. Apply for and obtain a special permit prior to commencing any construction, or operation within the City of Greenfield, by providing,
 - a) proof that the application to the CCC has been deemed complete pursuant to 935 CMR 500.102
 - b) the name and address of each owner of the facility
 - c) copies of all required licenses and permits issued to the Establishment, and any of its agencies, by the Commonwealth of Massachusetts
 - d) evidence of the Establishments right to Use the Premises
 - e) a statement under oath disclosing all of its owners, shareholders, partners, members, managers, directors, officers, or other similarly situated individuals or entities.
 - f) A certified list of all parties in interest entitled to notice of the hearing for the special permit application, taken from the most recent tax list of the City and certified by the City Assessor
 - g) an approval letter from the Greenfield Chief of Police regarding the proposed security measures.
2. Keep all Marijuana Plants, Products, or other objects associated with the Product from being visible from the outside of the building in which the Establishment is located.
3. Maintain hours of operation as set by the Special Permit Granting Authority, but in no event maintain hours of operation between the hours of 10:00 PM and 7:00 AM.
4. Permit no smoking, burning, or consumption of any product containing marijuana or marijuana-related products on the premises of the Establishment.
5. Ensure that all business signage is compliant with the requirements promulgated by the Massachusetts Cannabis Control Commission and with the requirements of § 200.6-7 of the Greenfield Zoning Ordinance.
6. Provide the Greenfield Police Department, Building Inspector, and the Special Permit Granting Authority with the names, phone numbers, and email addresses of all management staff and keyholders to whom one can provide notice if there are operating problems associated with the Establishment.

1 https://greenfield-ma.gov/files/Official_Zoning_Map.pdf

2 https://greenfield-ma.gov/files/Zoning_Ordinance.pdf

In addition to these requirements laid out by the Municipality, 15 Arch, LLC is dedicated to working with the owners and occupants of the neighboring properties to prevent and abate any potential issues.

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, John Hadden, (insert name) attest as an authorized representative of 15 Arch, LLC (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on February 12, 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 February 4, 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 February 4, 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 February 4, 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.

1/2

Greenfield Recorder

14 Hope Street, Greenfield, MA

413-772-0261 | Fax: 413-774-5511 | Customer Service: 413-772-0148

Advertising Receipt

LEGALS CASH ACCOUNT
14 HOPE ST
GREENFIELD, MA 01301

Cust#:15585
Ad#:23937
Phone#: 4137720261228
Date:02/01/2019

Salesperson: SUZANNE HUNTER Classification: Legals Ad Size: 1.0 x 3.60

Advertisement Information:

Description	Start	Stop	Ins.	Cost/Day	Total
The Recorder	02/04/2019	02/04/2019	1	91.37	91.37

Payment Information:

Date:	Order#	Type
02/01/2019	23937	CreditCard

Total Amount: 91.37
Tax: 0.00
Total Payments: 91.37
Amount Due: 0.00

8218 15 ARCH HEARING/JOSH LEVIN - Thank you for your business!

Ad Copy

PUBLIC NOTICE

This Public Notification is required under the adult use of marijuana regulations, 88A CMR 900.101, to notify abutters of the proposed address of the Marijuana Establishment as well as other interested parties of a public information meeting on February 12 from 5:00 to 8:00 PM at the John Zon Community Center at 95 Pleasant Street in Greenfield.

15 Arch LLC is seeking a license to establish a Marijuana cultivation facility. Potential sites of Marijuana are located at the location over the Zoned B-2 of the City of Greenfield. The purpose of 15 Arch LLC will be to provide information on their plans to develop the property known as 15 Arch Street for use as a marijuana cultivation facility.

Please watch out to the Community Record-B. Status of 15 Arch LLC. H. Greenfield, 413-772-0261. Website: questions.com

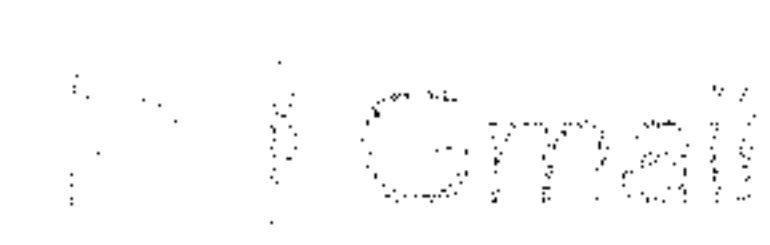
February 4
2019

joshua levin <joshuaalevin@yahoo.com> Wed, Dec 11, 2019 at 9:48 AM
To: "J. Hadden" <jdhadden@gmail.com>
Cc: William Stathis <wpstathis@comcast.net>, Daniel Sullivan <danielrodneysullivan@gmail.com>, Sam Carpentieri <samcarpentieri@gmail.com>, David Hadden <hadden5@aol.com>

Jay,

See below and let me know if this will suffice for the notice in the paper. Working on the notice to abutters and my personal forms.

Thanks,



J Hadden <jdhadden@gmail.com>

Fw: receipt
4 messages

Fri, Feb 1, 2019 at 2:42 PM

joshua levin <joshuaalevin@yahoo.com>
Reply-To: joshua levin <joshuaalevin@yahoo.com>
To: William Stathis <wpstathis@comcast.net>, "J. Hadden" <jdhadden@gmail.com>, Daniel Sullivan <danielrodneysullivan@gmail.com>, Sam Carpentieri <samcarpentieri@gmail.com>, David Hadden <hadden5@aol.com>

Gent's the public notice in the Greenfield Recorder is below. It is scheduled to be in the paper Monday morning. Bill and I are stuffing abutters envelopes tomorrow and will discuss arrangements for the practice run.

----- Forwarded Message -----
From: "shunter@recorder.com" <shunter@recorder.com>
To: joshuaalevin@yahoo.com
Sent: Friday, February 1, 2019 2:38 PM
Subject: receipt

have a great weekend suzanne

Greenfield Recorder
14 Hope Street, Greenfield, MA
413-772-0261 | Fax: 413-774-5511 | Customer Service: 413-772-0148

Advertising Receipt

LEGALS CASH ACCOUNT
14 HOPE ST
GREENFIELD, MA 01301

Cust#:15585
Ad#:23937
Phone#:4137720261228
Date:02/01/2019

Salesperson: SUZANNE HUNTER Classification: Legals Ad Size: 1.0 x 3.60

Advertisement Information:

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The Recorder	02/04/2019	02/04/2019	1	91.37	91.37

Payment Information:

Date:	Order#	Type
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Total Amount: 91.37
Tax: 0.00
Total Payments: 91.37
Amount Due: 0.00

8218 15 ARCH HEARING/JOSH LEVIN - Thank you for your business!

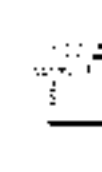
Ad Copy

PUBLIC NOTICE

This Public Notice is required under the adult use of marijuana regulations 235 CMR 322.101. s to notify residents of the proposed address of the Marijuana Establishment as well as other interested parties of a public information meeting on February 12 from 5:00 to 8:00 PM at the John Jay Community Center at 35 Pleasant Street in Greenfield.

15 Acres LLC is seeking a license to establish a Marijuana cultivation facility. Regulations of Marijuana are provided at this location for the zoning Bylaws of the City of Greenfield. The presence of 15 Acres LLC will be on hand to provide information and then guide to develop the property known as 15 Acres Street for use as a marijuana cultivation facility.

Please speak out to the Community Sponsor Bill Stathis at 40 Canada Rd, Greenfield on 413 589-2078 with any questions or concerns.
February 6
2019/

 23937.pdf
16K

joshua levin <joshuaalevin@yahoo.com>
Reply-To: joshua levin <joshuaalevin@yahoo.com>
To: "J. Hadden" <jdhadden@gmail.com>

Wed, Apr 10, 2019 at 10:07 PM

We did the mailing on Feb 4th,so yes.

----- Forwarded Message -----
From: joshua levin <joshuaalevin@yahoo.com>
To: William Stathis <wpstathis@comcast.net>
Sent: Saturday, February 2, 2019 10:51 AM
Subject: Re: Fw: receipt

Roger roger, 10-4

Sent from Yahoo Mail for iPhone

On Saturday, February 2, 2019, 10:48 AM, William Stathis <wpstathis@comcast.net> wrote:

Copy that...get the business size envelopes so we only have to do two folds...

On February 2, 2019 at 10:42 AM joshua levin <joshuaalevin@yahoo.com> wrote:

Yes, please print the letters. I'll get stamps and envelopes

Sent from Yahoo Mail for iPhone

On Saturday, February 2, 2019, 10:38 AM, William Stathis <wpstathis@comcast.net> wrote:

Do I need to print 72 copies? Do you have stamps and envelopes? I'll probably arrive at around 4:30 possibly earlier

On February 1, 2019 at 2:42 PM joshua levin <joshuaalevin@yahoo.com> wrote:

Gent's the public notice in the Greenfield Recorder is below. It is scheduled to be in the paper Monday morning. Bill and I are stuffing abutters envelopes tomorrow and will discuss arrangements for the practice run.

----- Forwarded Message -----
From: "shunter@recorder.com" <shunter@recorder.com>
To: joshuaalevin@yahoo.com
Sent: Friday, February 1, 2019 2:38 PM
Subject: receipt

adreceipt
have a great weekend suzanne

PUBLIC NOTICE

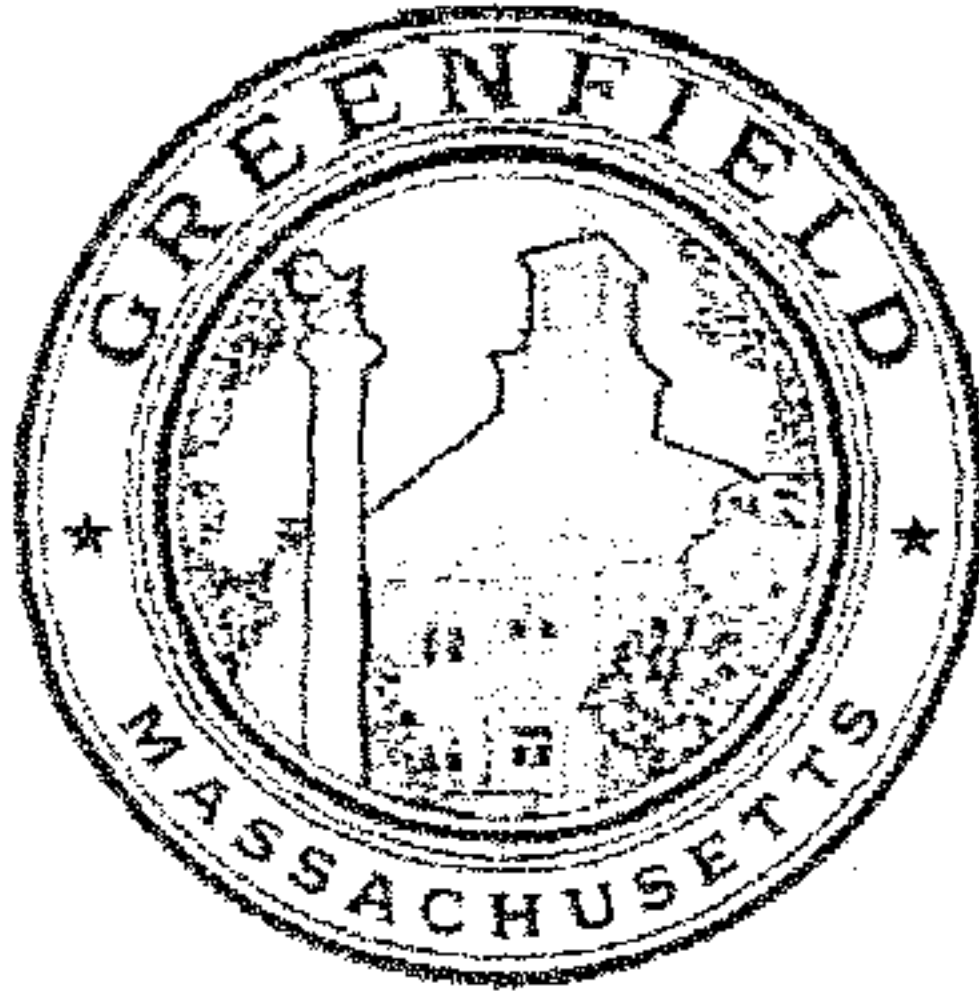
2/2

This Public Notification, as required under the adult use of marijuana regulations, 935 CMR 500.101, is to notify abutters of the proposed address of the Marijuana Establishment as well as other interested parties of a public information meeting on February 12 from 7:00 to 8:00 PM at the John Zon Community Center at 35 Pleasant Street in Greenfield.

15 Arch LLC is seeking a license to establish a Marijuana cultivation facility. Retail sales of Marijuana are prohibited at this location per the Zoning Bylaws of the City of Greenfield. The principals of 15 Arch LLC will be on hand to provide information on their plans to develop the property known as 15 Arch Street for use as a marijuana cultivation facility.

Please reach out to the Community Sponsor Bill Stathis of 40 Canada Hill, Greenfield on 413-588-2278 with any questions or concerns.

February 4
23937



Roxann Wedegartner
Mayor

City of
GREENFIELD, MASSACHUSETTS

PLANNING AND DEVELOPMENT

ERIC TWAROG

Director

City Hall • 14 Court Square • Greenfield, MA 01301
Phone 413-772-1549 • eric.twarog@greenfield-ma.gov • www.greenfield-ma.gov

January 2, 2020

To Whom It may Concern:

This letter acknowledges that 15 Arch, LLC held the required community public meeting on the proposed marijuana cultivation facility at 15 Arch Street in Greenfield, MA on February 12, 2019. Proper notice was given to the appropriate city departments to include the Department of Planning and Development.

Please contact me with any questions or concerns relative to this matter at (413) 772-1549 or eric.twarog@greenfield-ma.gov.

Sincerely,

A handwritten signature in dark ink, appearing to read "Eric Twarog", is written over a horizontal line.

Eric Twarog, AICP
Director of Planning and Development

PUBLIC NOTICE

15 ARCH LLC is seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth.

This Public Notification, as required under the adult use of marijuana regulations, 935 CMR 500.101, is being mailed to abutters of the proposed address of the Marijuana Establishment, owners of land directly opposite on any public or private street or way, and to the abutters within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, as provided by the City's Assessors Department.

15 Arch LLC is seeking a license to establish a Marijuana cultivation facility. Retail sales of Marijuana are prohibited at this location per the Zoning Bylaws of the City of Greenfield

When: February 12, 7:00 – 8:00 PM

Where: John Zon Community Center, 35 Pleasant Street, Greenfield

What: The principals of 15 Arch LLC will be on hand to provide information on their plans to develop the property known as 15 Arch Street for use as a marijuana cultivation facility.

Community Sponsor:

**Bill Stathis
40 Canada Hill
Greenfield MA 01301**

413-588-2278

Jay Hadden

From: Jay Hadden
Sent: Friday, October 14, 2022 12:43 PM
To: Dani Letourneau
Subject: 15 Arch, LLC License Renewal

Good Afternoon Dani,

Jay Hadden from 15 Arch, to give you a bit of an update on our progress, our construction is nearly complete, we are hoping to have a Certificate of Occupancy by the end of this month (fingers crossed).

Our provisional license is up for renewal again. As you know, a requirements is to show documentation that we reached out to our Host Community and requested a substantive response from the City that includes the actual and anticipated expenses resulting from the operation. This is all tied into the Host Community Agreement and the Impact Fee. M.G.L. 94G s. 3(d) states any cost to a city or town imposed by the operation of a ME (Marijuana Establishment) or MTC (Marijuana Treatment Center) shall be documented and considered a public record as defined by M.G.L. c. 4 s. 7, cl. 26.

15 Arch has yet to begin any operations, and like last year we request a municipal response letter to include in our renewal.

Thank you,

Jay Hadden
President/CEO
15 Arch, LLC

John D. Hadden
President
15 Arch, LLC

ATTESTATION OF NO RESPONSE



TO: The Massachusetts Cannabis Control Commission
Licensing Division
Union Station
2 Washington Square
Worcester, MA 01604

FROM: John D. Hadden
President
15 Arch, LLC /dba High Ledges Cannabis
15 Arch St. - Ste. 2
Greenfield, MA 01301

Dear Commissioners, et al.,

On October 14, 2022, via email, 15 Arch, LLC requested any actual or anticipated costs accrued to the City of Greenfield as a result of our Marijuana Establishment and did not receive a response. It should be noted that to the best of my knowledge there have been no actual costs accrued because 15 Arch, LLC has yet to begin operating as a Marijuana Establishment in the City. I am unable to state whether or not the City has calculated any anticipated costs due to the lack of response.

The Statements contained within this Attestation are true and accurate to the best of my knowledge.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Hadden", with a long, sweeping horizontal line extending to the right.

John D. Hadden
President
15 Arch, LLC /dba High Ledges Cannabis

ATTESTATION OF NO RESPONSE



TO: The Massachusetts Cannabis Control Commission
Licensing Division
Union Station
2 Washington Square
Worcester, MA 01604

FROM: John D. Hadden
President
15 Arch, LLC /dba High Ledges Cannabis
15 Arch St - Ste. 2
Greenfield, MA 01301

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The Statements contained within this Attestation are true and accurate to the best of my knowledge.

Sincerely,

11/22/22
dated

John D. Hadden
President
15 Arch, LLC /dba High Ledges Cannabis

PLAN FOR POSITIVE IMPACT



15 Arch, LLC is enthusiastic about its opportunity to open for business in the City of Greenfield. The owners and founders of 15 Arch, LLC are all Massachusetts residents, and a majority grew up in and around Franklin County. 15 Arch, LLC is thrilled to be able to open for business in a beautiful and historic building with deep ties to rich Greenfield history and to be able to contribute to the restoration of said building. 15 Arch, LLC will work diligently to continue and bolster the reputation of Western Massachusetts as a trend setter and innovator in the field of Cannabis Cultivation. 15 Arch, LLC will operate a successful and profitable business in the City of Greenfield for the benefit of its Owners, but more importantly for the benefit of the City, its residents, its prestige, and its revitalization.

GOALS

1. 15 Arch, LLC will employ at least one half ($\frac{1}{2}$) of its employees from the citizens of Greenfield in fulfilling and well paying jobs.
2. 15 Arch, LLC will employ at least one quarter ($\frac{1}{4}$) of its employees from Massachusetts residents who have past drug convictions.
3. 15 Arch, LLC will partner with local businesses to provide the services necessary for its operation. 15 Arch, LLC will have at least 50% of our services, such as insurance, telecommunications, etc., be serviced by local Greenfield businesses.
4. 15 Arch, LLC has contacted Greenfield Community College to create an internship program for students who are above the age of 21 and are interested in learning specifically cultivation or business administration skills. 15 Arch, LLC will have at least one but no more than three internship positions filled during each calendar year.

PROGRAMS

1. Creation of Local Well Paying Jobs for citizens of a community disproportionately impacted by the War on Drugs.

15 Arch, LLC will post monthly advertisements in the local newspaper, The Greenfield Recorder, stating that the establishment is looking for specifically Greenfield citizens. 15 Arch, LLC will also post each new job opening at local organizations specifically designed to assist Greenfield citizens find work.

2. Specific targeting of individuals who have past drug convictions.

15 Arch, LLC will post monthly advertisements in the local newspaper, The Greenfield Recorder, stating that the establishment is looking specifically for Massachusetts residents who have past drug convictions.

3. Creating Relationships with Local Businesses and Services.

In order to measure this commitment 15 Arch, LLC will grant local Greenfield businesses first access to service contracts and will track the business locus of each service contracted. 15 Arch, LLC will require many services to operate its cultivation operation. Insurance, Transportation, Security, Architecture, Cleaning, just to name a few. 15 Arch, LLC has already been in contact with several local Greenfield providers and are in discussions to contract the services of these providers, bolstering and supporting the local economy.

4. Internship Program with Greenfield Community College

15 Arch, LLC will work with Greenfield Community College to create and advertise and internship program to students age 21 or older. The students will work hand in hand with the managers of the business to learn the skills required to cultivate cannabis in a commercial setting. Students will be exposed to skills relating to accounting, HR, workplace management, regulatory compliance, and a litany of other skills involved with and required in running a small business.

MEASUREMENTS

1. 15 Arch, LLC will endeavor to employ as many people as it can from the City of Greenfield, an area of disproportionate impact, and will keep records of its employees and will review these records on an annual basis, ensuring that 15 Arch, LLC is employing at least one half ($\frac{1}{2}$) of its employees from the City of Greenfield.
2. 15 Arch, LLC will track the employees hired who have past drug convictions compared to the total number of employees to ensure that one quarter ($\frac{1}{4}$) of all of its employees fall within this stated goal.
3. 15 Arch, LLC will monitor the business locus of all its services contracted quarterly to ensure that one half ($\frac{1}{2}$) of all its contracted services fall within this stated goal each year.
4. 15 Arch, LLC will keep yearly records of the courses offered and the students enrolled in the internship program to ensure that it meets its yearly goal of educating at least one interested student from Greenfield Community College each year.

CONCLUSION

15 Arch, LLC is a small craft cannabis cultivator who intends to provide a large benefit to the City of Greenfield and to Massachusetts residents. By using these high quality cultivars, natural and healthy ingredients, and individual attention, 15 Arch, LLC will be in consistent demand from the market as a provider of the best available product. This quality and profitability will not only work to further the aims of the LLC, but will work to further the aims of the City of Greenfield.

15 Arch, LLC affirmatively states

1. The applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment; and

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



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ESTHER
15 ARCH, LLC
15 ARCH ST
GREENFIELD MA 01301-2412

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, 15 ARCH, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

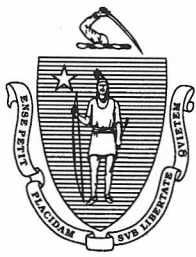
If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

April 1, 2019

TO WHOM IT MAY CONCERN:

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

15 ARCH, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **December 11, 2018.**

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

I also certify that the names of all managers listed in the most recent filing are: **JOHN HADDEN, DANIEL SULLIVAN, JOSHUA LEVIN, SAM CARPENTIERI**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **JOHN HADDEN, DANIEL SULLIVAN, JOSHUA LEVIN, SAM CARPENTIERI**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **JOHN HADDEN, DANIEL SULLIVAN, JOSHUA LEVIN, SAM CARPENTIERI**



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

Processed By:TAA



The Commonwealth of Massachusetts William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 0013586601. The exact name of the limited liability company is: 15 ARCH, LLC

2a. Location of its principal office:

No. and Street: 15 ARCH ST
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

2b. Street address of the office in the Commonwealth at which the records will be maintained:

No. and Street: 15 ARCH ST
City or Town: GREENFIELD State: MA Zip: 01301 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

THE PURPOSE OF THIS LLC IS TO APPLY FOR A LICENSE TO CULTIVATE MARIJUANA FROM THE CANNABIS CONTROL COMMISSION

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: JOHN HADDEN
No. and Street: 10 WOODLAWN AVE
City or Town: NEEDHAM State: MA Zip: 02492 Country: USA

I, JOHN HADDEN resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	DANIEL SULLIVAN	15 ARCH ST GREENFIELD, MA 01301 USA
MANAGER	JOSHUA LEVIN	15 ARCH ST GREENFIELD, MA 01301 USA
MANAGER	JOHN HADDEN	15 ARCH ST GREENFIELD, MA 01301 USA
MANAGER	SAM CARPENTIERI	15 ARCH ST GREENFIELD, MA 01301 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute

documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

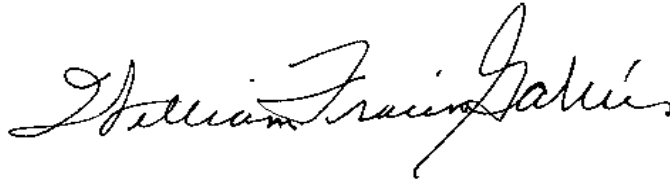
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 11 Day of December, 2018,
JOHN HADDEN
(The certificate must be signed by the person forming the LLC.)

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:

December 11, 2018 02:27 PM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, stylized "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

15 ARCH, LLC

This Company Agreement of this MANAGER MANAGED LIMITED LIABILITY COMPANY organized pursuant to applicable state law, is entered into and shall become effective as of the Effective Date by and among the Company and the persons executing this Agreement as Members. It is the Members express intention to create a limited liability company in accordance with the Act, as currently written or subsequently amended or redrafted. Therefore, all provisions of this document shall be construed consistent with the afore described intent of the Members. Accordingly, in consideration of the conditions contained herein, they agree as follows:

ARTICLE I

Company Formation

1.1 FORMATION. The Members hereby form a Limited Liability Company ("Company") subject to the provisions of state law as currently in effect as of this date. Articles of Organization shall be filed with the Secretary of the Commonwealth.

1.2 REGISTERED OFFICE AND AGENT. The location and name of the registered agent shall be as stated in the Articles of Organization.

1.3 TERM. The Company shall continue for a perpetual period.

(a) Members whose capital interest as defined in Article 2.2 exceeds 50 percent vote for dissolution; or

(b) Any event which makes it unlawful for the business of the Company to be carried on by the Members; or

(c) Any other event causing dissolution of this Limited Liability Company under applicable state laws.

1.4 CONTINUANCE OF COMPANY. Notwithstanding the provisions of ARTICLE 1.3, in the event of an occurrence described in ARTICLE 1.3(c), if there are at least one remaining Member(s), said remaining Member(s) shall have the right to continue the business of the Company

1.5 BUSINESS PURPOSE. The Company shall conduct any and all lawful business deemed appropriate to execute the company's objectives.

1.6 PRINCIPAL PLACE OF BUSINESS. The location of the principal place of business of the Company shall be as stated in the Articles of Organization or at a location as the Managers select.

1.7 THE MEMBERS. The name and place of residence of each member are listed below at Certification of Members. Members are the owners of this company.

1.8 ADMISSION OF ADDITIONAL MEMBERS. Except as otherwise expressly provided in the Agreement, no additional members may be admitted to the Company through issuance by the company of a new interest in the Company without the prior unanimous written consent of the Members.

ARTICLE II

Capital Contributions

2.1 INITIAL CONTRIBUTIONS. The Members initially shall contribute to the Company capital and the company shall keep record of the amount each contributed.

2.2 ADDITIONAL CONTRIBUTIONS. Except as provided in ARTICLE 6.2, no Member shall be obligated to make any additional contribution to the Company's capital.

ARTICLE III

Profits, Losses and Distributions

3.1 PROFITS/LOSSES. For financial accounting and tax purposes the Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Members in proportion to each Member's relative capital interest in the Company, and as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 DISTRIBUTIONS. The Members shall determine and distribute available funds annually or at more frequent intervals as they see fit. Available funds, as referred to herein, shall mean the net cash of the Company available after appropriate provision for expenses and liabilities, as determined by the Managers. Distributions in liquidation of the Company or in liquidation of a Member's interest shall be made in accordance with the positive capital account balances pursuant to Treasury Regulation 1.704-1(b)(2)(ii)(b)(2). To the extent a Member shall have a negative capital account balance, there shall be a qualified income offset, as set forth in Treasury Regulation 1.704-1(b)(2)(ii)(d).

ARTICLE IV

Management

4.1 MANAGEMENT OF THE BUSINESS. This company shall be manager managed. The initial elected managers are set forth in the articles of organization filed with the appropriate State agency. If the appropriate State agency does not require the Managers names be set for the in the articles of organization, or the organizer elects not to set forth the names of the Managers in the articles of organization, the Members may elect the Managers in this agreement in the certification of Managers. Members holding a majority of the capital interests in the Company may elect Managers as the Members determine. Managers listed in the articles of organization and/or this agreement will serve as the Managers of this company until a meeting of members is held and new Manager(s) elected.

4.2 MEMBERS. Members shall not take part in the operation of the Company's affairs, unless they are elected Managers.

4.3 POWERS OF MANAGERS. The Managers, as authorized by Members, will make decisions as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the prepayment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business. In the exercise of their

management powers, the Managers are authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

4.4 NOMINEE. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Managers may designate. The Managers shall have power to enter into a nominee agreement with any such person, and such agreement may contain provisions indemnifying the nominee, except for his willful misconduct.

4.5 COMPANY INFORMATION. Upon request, the Managers shall supply to any member information regarding the Company or its activities. Each Member or his authorized representative shall have access to and may inspect and copy all books, records and materials in the Manager's possession regarding the Company or its activities. The exercise of the rights contained in this ARTICLE 4.6 shall be at the requesting Member's expense.

4.6 EXCULPATION. Any act or omission of the Managers, the effect of which may cause or result in loss or damage to the Company or the Members if done in good faith to promote the best interests of the Company, shall not subject the Managers to any liability to the Members

4.7 INDEMNIFICATION. The Company shall indemnify any person who was or is a party defendant or is threatened to be made a party defendant, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than an action by or in the right of the Company) by reason of the fact that he is or was a Member of the Company, Manager, employee or agent of the Company, or is or was serving at the request of the Company, for instant expenses (including attorney's fees), judgments, fines, and amounts paid in settlement actually and reasonably incurred in connection with such action, suit or proceeding if the Members determine that he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Company, and with respect to any criminal action proceeding, has no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of "no lo Contendere" or its equivalent, shall not in itself create a presumption that the person did or did not act in good faith and in a manner which he reasonably believed to be in the best interest of the Company, and, with respect to any criminal action or proceeding, had reasonable cause to believe that his/her conduct was lawful.

4.8 RECORDS. The Managers shall cause the Company to keep at its principal place of business or at another location agreeable by the Members, the following:

- (a) A current list in alphabetical order of the full name and the last known street address of each Member;
- (b) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;
- (c) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;
- (d) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V

Compensation

5.1 MANAGEMENT FEE. Any Manager rendering services to the Company shall be entitled to compensation commensurate with the value of such services as all members agree upon.

5.2 REIMBURSEMENT. The Company shall reimburse the Managers or Members for all direct out-of-pocket expenses incurred by them in managing the Company.

ARTICLE VI

Bookkeeping

6.1 BOOKS. The Managers shall maintain complete and accurate books of account of the Company's affairs at the Company's principal place of business or at another location agreeable by the Members. Such books shall be kept on such method of accounting as the Managers shall select. The company's accounting period shall be the calendar year.

6.2 MEMBER'S ACCOUNTS. The Managers shall maintain separate capital and distribution accounts for each member. Each member's capital account shall be determined and maintained in the manner set forth in Treasury Regulation 1.704-1(b)(2)(iv) and shall consist of his initial capital contribution increased by:

(a) Any additional capital contribution made by him/her;

(b) Credit balances transferred from his distribution account to his capital account;
and decreased by:

(a) Distributions to him/her in reduction of Company capital;

(b) The Member's share of Company losses if charged to his/her capital account.

6.3 REPORTS. The Managers shall close the books of account after the close of each calendar year, and shall prepare and send to each member a statement of such Member's distributive share of income and expense for income tax reporting purposes.

ARTICLE VII

Transfers

7.1 ASSIGNMENT. If at any time a Member proposes to sell, assign or otherwise dispose of all or any part of its interest in the Company, Member shall comply with the following procedures:

(a) First make a written offer to sell such interest to the other Member(s) at a price determined in writing. At this point exiting member may not make this intention publicly known. If such other Members decline or fail to elect such interest within sixty (60) days, the exiting member may advertise its membership interest for sale as it sees fit.

(b) If a member has a buyer of members interest, the other current member(s) have first right of refusal to purchase the exiting members interest for the agreed purchase price. If there are more than one

current remaining members, remaining members may combine funds to purchase the exiting members interest. Exiting member must show that potential purchaser has full certified funds, or the ability to get full certified funds before the first right of refusal period starts. Current members have 60 days to buy exiting members interest if they so desire.

(c) Pursuant to the applicable law, current members may unanimously approve the sale of exiting members' interests to grant full membership benefits and functionality to the new member. The current remaining members must unanimously approve the sale, or the purchaser or assignee will have no right to participate in the management of the business, affairs of the Company, or member voting rights. The purchaser or assignee shall only be entitled to receive the share of the profits or other compensation by way of income and the return of contributions to which that Member would otherwise be entitled. Exiting member must disclose to buyer or assignee if current members will not approve the sale.

7.2 VALUATION OF EXITING MEMBERS INTEREST. If a member wants to exit the LLC, and does not have a buyer of its membership interest, exiting member will assign its interest to current members according to the following set forth procedures:

(a) A value must be placed upon this membership interest before assigned.

(b) If exiting member and current members do not agree on the value of this membership interest, each must pay for a certified appraiser to appraise the LLC company value, and the exiting members' value will be assigned a value according to the exiting members' interest percentage.

(c) The value of the exiting members' interest percentage shall be determined by splitting the difference of the two separate appraisals, so long as the difference between the two is 10% or less.

(d) In the event that the difference between the two appraisals is greater than 10%, the exiting member and the current members shall get a third appraisal performed by an independent appraiser selected by the exiting member's and the current members' appraisers, and the result of the third appraisal shall be binding.

7.3 DISTRIBUTION OF EXITING MEMBERS INTEREST. Upon determination of exiting members' interest value, the value will be a debt of the LLC. The exiting member will only be able to demand payment of this debt at dissolution of the LLC or by the following method:

(a) LLC will make timely payments, on an annual basis at prevailing commercial market interest rates, subject to the following conditions.

(b) LLC will only be required to make annual payments towards exiting members' debt if LLC is profitable and passed income to current members.

(c) LLC must make a debt payment to exiting member if LLC passed income of 50% of the total determined value of the exiting members' interest in one taxable year. (Example: If exiting members' value was \$100,000 and current member(s) received \$50,000 taxable income in the taxable year, the LLC would owe a debt payment to exiting member. If current member(s) only received \$90,000 in passed income, there would be no payment due.)

(d) Debt payment must be at least 10% of the value of the passed income to current LLC members.

(e) LLC must make payment to exiting member within 60 days of the end of the taxable year for the LLC.

(f) Payment schedule will continue until exiting members debt is paid by LLC.

(g) If LLC dissolves, exiting member will be a regular debtor and payment will follow normal LLC dissolution payment statutes.

(h) LLC can pay off amount owed to exiting member at any time if it so desires, without prepayment penalty.

LISTING OF MANAGERS

The undersigned hereby agree, to serve as managers for this LLC.

Signed this 1st day of January, 2019.

①

[Signature] Signature John Hadden Printed Name

Chief Executive Manager

39 Meadowsbrook Rd Address

Bedford, MA 01730 Address

②

[Signature] Signature Daniel R Sullivan Printed Name

Manager

68 Hog Hollow Rd Address

Shelburne Falls MA 01370 Address

③

[Signature] Signature Joshua Levin Printed Name

Manager

20 Easthampton Rd Apt J7 Address

Holyoke MA 01140 Address

④

[Signature] Signature SAMUEL T. CARPENTIERI Printed Name

Manager

265 Gossy Village Rd Address

EASTHAM, MA 02642 Address

____ Signature _____ Printed Name

Manager

Address

Address

CERTIFICATION OF MEMBERS

The undersigned hereby agree, acknowledge and certify to adopt this Operating Agreement.

Signed this 1st day of January, 2019.

[Signature] Signature John Hadden Printed Name

Member

39 Meadowbrook Rd Address

Bedford MA 01730 Address

[Signature] Signature Daniel R. Sullivan Printed Name

Member

68 Hog Hollow Rd Address

Shelburne Falls MA 0570 Address

[Signature] Signature JOSHUA LEVIN Printed Name

Member

20 EAST HAMPTON RD Address

APT J7 HOLYOKE MA 01040 Address

[Signature] Signature SAMUEL J. CARPENTIERI Printed Name

Member

265 CROSBY VILLAGE RD Address

EASTHAM, MA 02642 Address

Signature _____ Printed Name

Member

Address

Address

Confidential

15 Arch LLC

This business plan is summary in nature and does not constitute an offer to sell or the solicitation of an offer to buy or sell any securities. Any offer to sell securities, when and if made, will be made only by means of appropriate documents consistent with the requirements of federal and state securities laws. The terms and conditions of any offering of securities by 15 Arch LLC (“Arch”), when and if made, and any actual description of an offering of securities may differ substantially from any summary information contained in this business plan.

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Counterpart No: _____

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1. Concept

Under the ownership and supervision of three active participants - Josh Levin, Dan Sullivan, and Jay Hadden - 15 Arch LLC ("Arch") is a newly formed partnership for the purpose of operating a tier 1 marijuana cultivation facility in Greenfield MA. Tier 1 in Massachusetts allows up to 5,000 square feet of grow area. Issued in January 2021, Arch's CCC cultivation license has granted them the ability to harvest recreational marijuana for adult use. Beginning in June 2018, as defined by the Cannabis Control Commission ("CCC"), a Marijuana Cultivator may legally cultivate, process and package marijuana, transfer and deliver marijuana products to marijuana establishments for adult use in Massachusetts.

Cumulatively, the partners have over 30 years of experience in cultivating indoor marijuana for personal use, primarily acquired on the West Coast. That history has yielded an attractive array of craft products. Their knowledge and attention to the details will result in the highest yield of trichomes, cannabinoid and terpene profile without the use of non-organic products or unsustainable practices.

The goal of Arch is to "raise the bar" in the cultivation world, similar to what has transpired in the craft beer or high-end wine industries. The central concept will be to cultivate small batch, high quality, indoor organic marijuana, to be made available through select licensed distributors and retailers. It will be a premium product that will appeal to the aficionado end-user.

Similar again to the expansion of craft alcohol sales, users are trending more toward specialized cannabis. Genetic advances and experimentation have allowed growers to make more consistent products. This allows cannabis farms to hone and distribute special, branded strains in limited batches to specific customers. This opens doors to premium brands that can command higher prices. The company will be positioned as a high-energy small business, able to service customers throughout the state.

Located in western Massachusetts, the proposed site is under lease agreement for seven years. It will be developed as a 5,000 square foot space of a mature marijuana canopy, under the license and regulations set by the CCC. Arch is within an area zoned by the City of Greenfield for marijuana cultivation and meets the requirements of local bylaws. In addition, Arch will help to boost the local economy in Greenfield by creating job opportunities, hiring local vendors, and generating income for Greenfield. The City of Greenfield has executed a Host Agreement with Arch, which allows Arch to commence operations in their city.

As more states legalize both medical and recreational cannabis, consumers are starting to shift their recreational substance of choice. Recreational cannabis is now preferred over alcohol by half of the millennials. In those states where cannabis is legal, beer sales have fallen. Based on national trends, research advances, a greater variety of product, and the growing normalization of cannabis use, it's becoming apparent that investors will continue to look at the industry more seriously in the near future.

The 15 Arch LLC value proposition is as follows:

- The partners have over 30 years of cumulative experience cultivating indoor marijuana. That history will yield an attractive array of craft products.

- The partners are marijuana consumers who have perfected the cultivation of small batch, high quality, indoor organic marijuana to be made available through select licensed distributors and retailers. It will be a premium product that will appeal to the connoisseur.
- Marijuana quality is quite varied for a whole host of reasons including genetics, environment, nutrients, curing, trimming and packaging. Like the beer and wine industries, craft marijuana is in extremely high demand. Craft marijuana can be identified by its extremely pungent aroma, its color and the quantity and quality of crystals (trichomes) on the buds. The Arch partner growers will use their particular set of skills to produce the highest-level craft marijuana on the market.
- Arch has an extremely attractive long-term lease with very low rental costs because of its location in western Massachusetts.
- Currently, there are 38 states that have approved medical marijuana usage and 18 states for recreational purposes. Marijuana industry leaders are forecasting that Massachusetts may become the largest adult use marketplace east of the Mississippi. The CCC recently announced that cannabis sales in Massachusetts for the first full year of operations were \$400 million in annual revenues, which generated \$61 million in tax revenues. Aggregate sales for the first two years were \$1 billion.
- Arch will have access to a large inexpensive labor pool in this community.
- Because of the embryonic nature of this industry, the partners have an excellent opportunity over time to entertain acquisition offers from larger, well-capitalized companies. There will be a strong desire by these firms to roll-up the niche players, similar to what's happening to the craft beer world. Several acquisitions have already occurred in the Massachusetts marketplace. Sira, the largest Massachusetts company, was sold two years ago to a publicly traded Canadian firm.
- Currently, the partner's plan is to maximize cash flow opportunities for up to five years while the price per pound remains very high. They also have an option to expand their space in their current location with leasing options to take on more cultivating space, if the economics dictate the value of that expansion. Finally, they have a right of first refusal on the purchase of the building, should that opportunity arise.
- The investors have an opportunity to realize a return on investment of over 30% and a return of their entire capital contribution within 3 years. This return could be substantially higher if the price per pound in Massachusetts remains at its current level of \$3,800. This phenomenon mirrors the experience in California and Colorado.

2. Principals/Management

Owner: Daniel Sullivan, Master Grower and Director of Marketing

Daniel Sullivan has over 20 years of research, development, and construction experience in the horticulture industry. As a builder for several indoor medical/caretaker grows, he has used the most modern technology, lighting and HVAC available, training dozens of growers and medical patients along the way. He has gained extensive knowledge of lighting systems, integrated pest management, hydroponics, aquaponics, soilless mediums, and living soils. While managing to keep a propagation of elite cultivars for over 15 years, he continues to work on perfecting flavors of flower and solvent-less extractions while fine tuning cultivars for medical patient's specific needs. By using a no-till living organic soil, he has reduced labor time and water usage while producing a clean, high quality product. In 2018, he had the opportunity to be a cultivation consultant on design and operations for a few cannabis start-ups. After owning a managing share of a moving business in western Massachusetts for over 12 years, he is now working as a full time carpenter.

Owner: Josh Levin, Grower and Director of IT and Security

Josh Levin has been a consumer and cultivator for over 30 years. He and a partner began growing indoors in Massachusetts in 1992 and has worked to refine his craft since then. They experimented with varying cultivation methodologies and the resulting product demanded the highest market price. It helped to finance his way through college. At the same time, he was the first U.S. producer and supplier of soft glass smoking apparatus, like bongs and pipes called NextLife Glass based out of Allston MA. The glass products were distributed throughout the U.S. to various head shops. Throughout the years, he began to experiment with clones, genetics, and strains. Through experience with Massachusetts' climate he has curated an inventory of cannabis strains that have been bred and cultivated in the indoor environment through multiple generations that have characteristics conducive for our specific setting.

He obtained his Medical Marijuana Card when the program began in Massachusetts and has continued to perfect the art of indoor growing over the past six years, specializing in top-level indoor product that he has been consuming and gifting to family and close friends. Josh is a graduate of Suffolk University in 1995 with a degree in Economics. He has worked in the IT field since his graduation.

Owner: John Hadden, Director of Operations and Finance

John grew up in Needham MA and graduated from George Washington University in 2005 with a major in Anthropology and subsequently from Suffolk Law School in 2012. After obtaining his law license, he began practicing as an Assistant District Attorney for Norfolk County. After two years, he joined the firm of Crowley & Cummings, which specializes in residential mortgage closings. He then joined the firm of Cunningham & Machanic in Natick in order to expand into the commercial real estate field. Last year, he partnered with the two above-mentioned growers, and since then, has been working on all the specialized legal issues related to permits, licensing, partnership agreements and various contracts with vendors. He will be assuming responsibility for all the administrative functions within the company after it is operational.

3. Advisors and Consultants

Jess Moberg, CAC Architects

Caveney Architectural Collaborative is an architectural design firm located in Lowell, MA. They are involved in a range of projects, including cannabis, residential, mixed use, restaurant, and educational buildings. At the moment, CAC is working with several cannabis license holders and applicants for the design and special permitting of medical and recreational/adult use dispensaries throughout Massachusetts. They offer full-service concept design and presentation materials production for use in negotiations of Host Community Agreements and Special Permitting. Currently they are working on the Westminster Cultivation and Processing facility in Fitchburg, which is projected to occupy 20,000 sf of cultivation space in a former industrial mill building.

Erik Gath, MEP Associate Principal, BLW Engineers Inc.

Mr. Gath has over 20 years of experience in designing mechanical building systems. He has worked in a variety of industries, including Commercial, Industrial, Educational, Hotel, Medical, Retail, and Transportation. He has a B.S. in mechanical engineering from UMass. Mr. Gath has personally worked on several cannabis projects in New England.

Craig Sweitzer, Sweitzer Construction, General Contractor

Mr. Sweitzer owns and operates a commercial construction company in Monson, Mass. He specializes in dental, medical, and higher education facilities, all of which require intricate construction techniques in order to comply with health and education regulations.

Tony Wonseski, SVE Associates, Civil Engineer

Mr. Wonseski's firm is a civil engineering consulting company that's services central New England. They specialize in site planning, state and local permitting, and zoning issues. CCC regulations require unique zoning approvals from the local community where the cultivating site is located. Mr. Wonseski, who handles western Massachusetts for the firm, will be consulting on the specific zoning regulations in order to ensure compliance.

John Hadden, Attorney

After graduating from George Washington University, John Hadden received his law degree from Suffolk University in 2012. He initially worked for several years in the Norfolk County district attorney's office as an assistant district attorney before entering private practice. He subsequently worked for 2 law firms in eastern Massachusetts that specialized in residential and commercial real estate.

4. Products

The genus Cannabis is a type of flowering plant that has three distinct species: Cannabis Sativa, Cannabis Indica, and Cannabis Ruderalis. Each strain offers its own unique trove of benefits. The genetic make-up determines which strain does what to whom.

1. C Sativa – is a tall, thin, branched plant with narrow leaves that can grow up to 10 feet high. The effects of sativa tend to be mentally stimulating but physically relaxing. Consumers feel energetic, uplifted, and ready for physical activity or creative pursuits
2. C Indica - is a short, bushy broad-leafed plant with leaves that are typically a darker green than C Sativa. The effects of indica strains tend to be more relaxing, and are associated with calming, sedative feelings. For example, they are utilized to help people sleep.
3. C Ruderalis – is a short, un-branched roadside plant that is weak in psychoactive properties. It is not used in the production of medical or recreational marijuana.
4. Hybrids – are strains that result from crossbreeding C Sativa and C Indica. The effects of the hybrid plant will vary according to the strain's ratio or history.
5. High CBD – Cannabidiol, also known as CBD, is the cannabis compound that has important medical benefits without the psychoactive effects typically associated with THC in the three previous strains. CBD tends to relieve pain and is used in treatments for arthritis, Parkinson's, MS, diabetes, and depression.

Over three decades, the founders of Arch have developed their own cultivars as well as improved on well-known ones. For example, they have grown and have in their possession the following:

Gelato 41 Leafly's Strain of the Year 2018

Wedding cake Leafly's Strain of the Year 2019

Runtz Leafly's Strain of the Year 2020

Chem Dog D

GMO

Watermelon skittles

Apple fritter

Papaya

M.A.C. 1

3 Chems

Holy roller

Old Mother Ghani

Deadhead

Pioneer Valley Kush

Golden lemons

Clementine

Thank you jerry

GG #4

Concord n cream

Big smooth

Gorilla Punch

With a variety of strains to choose from today, the plant's genetic heritage helps narrow down the choices for consumers. Strain names are used to indicate unique blends. There are experts who claim there are over 2,300 strains right now in production. That's due to generations of homegrown experimentation.

The process of genetic experimentation to optimize the combinations and characteristics of cannabinoids and terpenes can take many years and doesn't always end in success. Arch's list represents many of these successes. Industry experts believe that more rigorous genetic testing and standardized creation will be needed to fully understand a strain's effects.

Like many indoor agricultural products, the process is highly specialized and requires extensive personal experience and skill to properly manage the lifecycle of a cannabis plant. With heat, water, and light, cannabis has the potential to grow in many different climates, but here in the Northeast, it ideally grows best indoors. Indoor cultivation provides a warm environment with a lot of sunlight and moist, well-drained, nutrient rich soil.

At every stage of growth, whether it's in the early stage of propagation, the vegetative stage of growth, or the generative stage (flowering or bloom) prior to harvest, the growing mix plays a pivotal role. That includes the proper soil, added nutrients, right equipment, (exhaust and circulating fans, ventilation, and pH test kits), and great environment (amount of light, proper airflow, temperature, and humidity). Above all, the facility needs to offer the capacity to cultivate, harvest, dry, trim, process, and package all its products onsite in a clean environment.

5. Industry Background

Cannabis is believed to have originated in the valleys of central Asia named Hindu Kush, Tian Shan, and Altai. Archeologists have discovered evidence dating back to 12,000 BC. It was used to make rope, paper, shoes, as well as other practical items.

Cannabis cultivation in America dates back to the early colonists in the 17th century. Hemp was produced for fabric, rope, and paper. In the late 1800s, when people discovered THC's medicinal properties, pharmacies began selling cannabis extracts for stomach pain and nausea. Then in the early 1900's, the Cannabis Sativa plant became popular for its recreational purposes. It is believed Mexican refugees brought the plant with them as well as the technique of smoking the plant to the U.S.

U.S. MARKETPLACE

In 1937, 29 U.S. states passed the Marijuana Tax Act that criminalized all but industrial uses of marijuana. Governmental agencies claimed the plant was evil and dangerous.

During the 1960's, the political and cultural climate brought a more lenient attitude toward cannabis. Marijuana started to appeal to college students and upper-middle class residents. However, a new wave of resistance started by a nationwide parents' movement caused the DEA to begin a 1980's "War on Drugs" during the Reagan administration.

None of these anti-cannabis initiatives were not grounded in scientific evidence but rather in stereotyping and xenophobia. Attitudes changed when California legalized medical marijuana in 1996 for severe and chronic diseases. Thirty-eight (38) states have followed suit thus far.

Nationally, more than 3 million patients have registered with state medical cannabis programs. Over 220 million people live in these 38 states.

Marijuana usage in the U.S. has doubled in the past 15 years with over 29 million people utilizing it. In 2020, U.S. cannabis sales reached \$17.5 billion. Recreational sales are expected to exceed \$42 billion by 2026. In ten years, the market is projected to be \$100 billion. As a point of reference, the U.S. alcohol market today is \$111 billion.

Listed in descending order, the top selling cannabis states in 2020 were:

6. California	\$3.8 billion
7. Colorado	\$1.7 billion
8. Michigan	\$1.2 billion
9. Florida	\$1.2 billion
10. Washington	\$1.1 billion
11. Nevada	\$960 million
12. Oregon	\$830 million
13. Arizona	\$800 million
14. Massachusetts	\$700 million**
15. Illinois	\$540 million

By the middle of 2021, recreational marijuana became legal in 19 of these 38 states (plus Guam, Washington D.C. and Puerto Rico): Alaska, Arizona, California, Massachusetts, Colorado, Connecticut,

Maine, Montana, New Mexico, New York, South Dakota, Virginia, Vermont, Massachusetts, Michigan, Nevada, Oregon, Washington State, and Illinois.

As an example of the country's pent-up demand, Illinois got off to a great start in 2020. The state licensed 37 dispensaries and 21 cultivators at the beginning of the year. They sold over \$12 million in the first week and \$540 million for the year. The reasons for the overwhelming results were a favorable regulatory environment, demand, and reasonable tax rates. Right now, Illinois is proving these factors simply make more sense than prohibition.

However, the Federal Controlled Substance Act still classifies cannabis as a Schedule 1 drug with high risk of abuse. This adversarial position limits funding and approval for research on its medical potential. Recently, the federal government did allow testing for hemp or CBD and the House of Representatives passed a bill to loosen the regulations that prohibit federally insured banks from taking deposits. Currently the bill is sitting in the Senate.

Interestingly, Israel right now is a global leader in medical cannabis research. It is home to the world's largest contingency of scientists and largest medical facilities. It is one of three (3) countries now conducting government sponsored clinical trials. Much of America's future cannabis industry will depend on these research results.

What has been troubling thus far is the reluctance of the illegal marketplace to transfer to the legal side. Even though the U.S. market has reached \$17.5 billion in a short period of time, there are projections that the illegal market may still be over \$100 billion. High taxes, burdensome regulations, local control issues and pricing differences are causing the reluctance of the shift.

For example, California revenues are approximately 1/3 of what their Department of Revenue had forecast. They had projected 6,000 licenses by now, but only 800 have opened for business. Also, 75% of California's cities have banned marijuana stores. The state has begun addressing these issues by licensing more retail locations, relaxing regulations, and adjusting their tax rates.

Colorado, on the other hand, has had significant success, with over 1,000 retail shops with only 15% of California's population. What's encouraging is that Massachusetts has developed their model after Colorado's success.

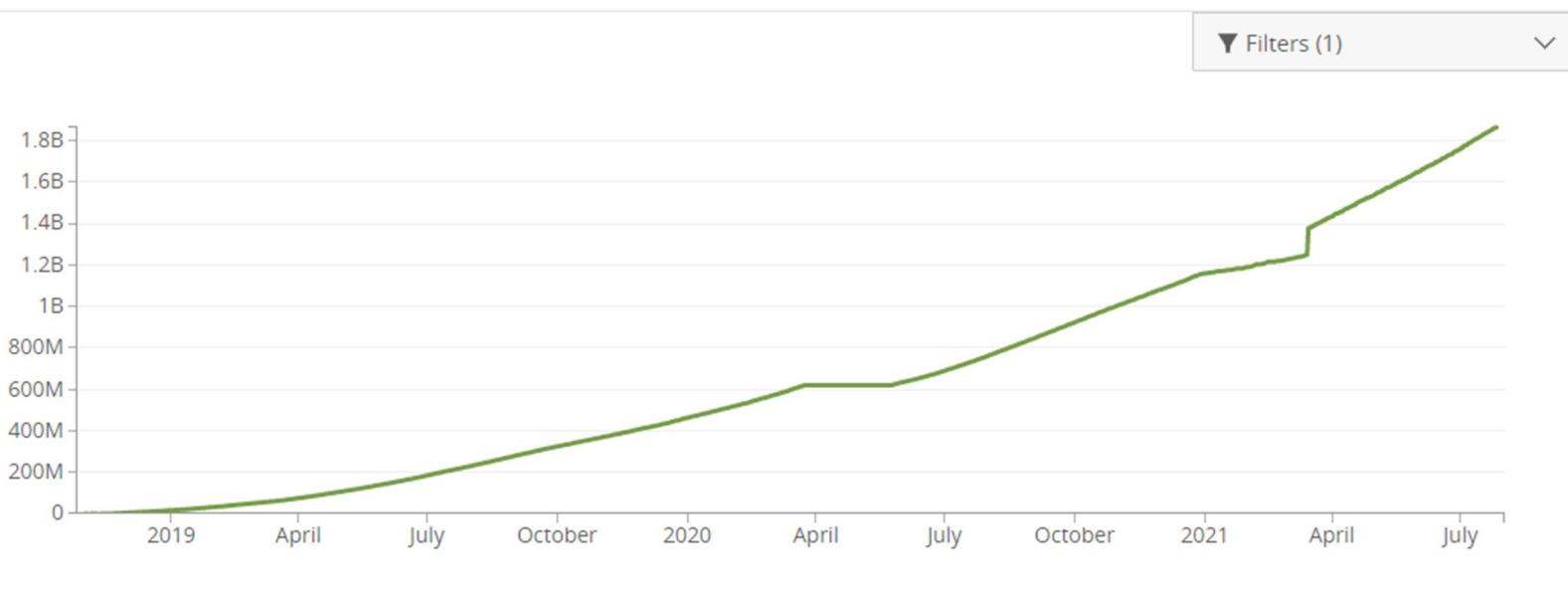
CANADIAN MARKETPLACE

Canada has had the same issues as California. Since cannabis became legal in October 2018, Canadians bought 26,000 pounds of marijuana in the first year, but the producers had 225,000 pounds of unsold finished product. The main reason was the lack of retail outlets. In Ontario with a population of 14 million, there were 24 retail licenses and in Toronto, 5 retail stores. There were adjustment issues as well: which strain to grow, what quantities, and how to manage the regulatory environment. Finally, similar to California, 75% of cannabis users are still using illegal marijuana. Sellers are close to the buyers, networks are already in place, and cheaper prices cause the resistance to switch. A legal ounce in Canada costs \$224 while an illegal one is \$135. On the positive side, despite growing pains, cannabis users grew from 14% to 17%, mostly in the 25-44 age category, and the imbalance between supply and demand is evening out.

6. Competitive Marketplace

Since Massachusetts legalized cannabis in November 2018, the industry has had \$1.86 billion in gross revenues. Based on estimated taxes of approximately 20%, Mass Dept. of Revenue has received tax revenues in excess of \$275 million. Recreational sales alone have netted \$15 million in tax revenue for cities and towns in the fiscal year ending June 2020. Of the 6.9 million residents in Massachusetts, 5.2 million are over 21, and in a recent poll of surveyed adults, 18% said they have consumed marijuana in the past year. This has quickly become a very profitable industry in less than 3 years.

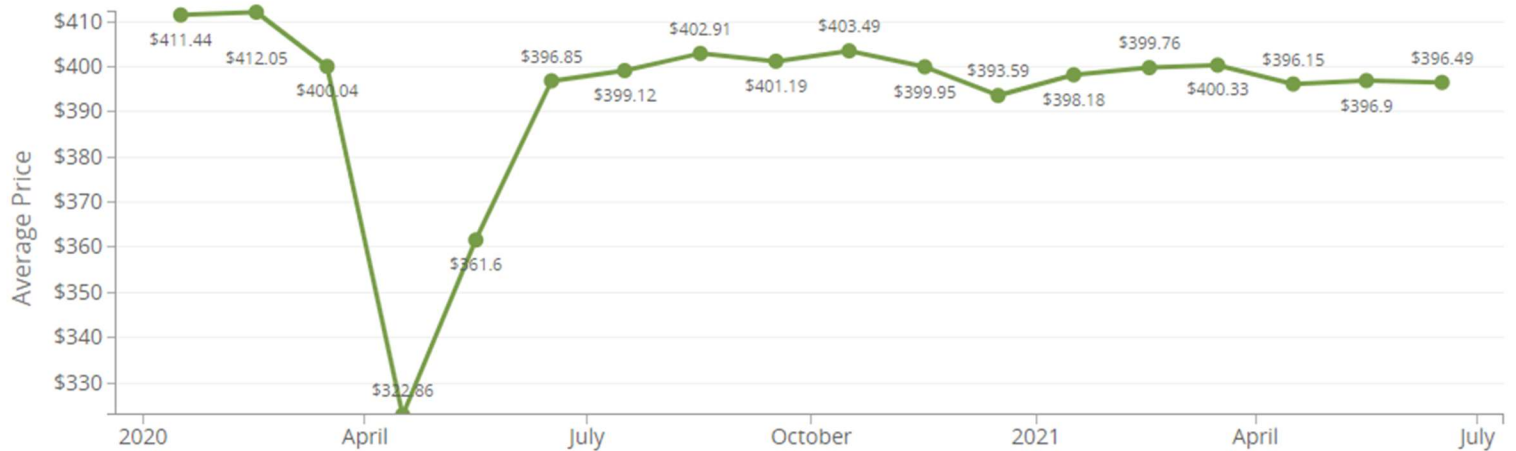
Massachusetts sales by month, as reported by the CCC:



The CCC regulations do not limit the total number of issued licenses. According to current data, the CCC has awarded 363 Retailer licenses, 269 Cultivator licenses, and 205 Manufacturer licenses. However, most of those licenses are still provisional, as businesses attempt to manage the opening process, and a significant number of them are not serious applications. Actual operating licenses include 168 Retailer licenses, 83 Cultivator licenses, and 64 Manufacturer licenses.

The CCC limits each Cultivation license to a maximum of 100,000 square feet of grow area. The provisional licenses represent 15 million gross square feet of cultivation establishments, whereas final approved licenses represent 6 million square feet. With the potential of 200 more retail locations opening, the market for high quality wholesale will continue to expand.

The expectation of continued demand is supported by the price point data provided by the CCC. In November of 2019, one year after sales began, there were 32 Retailers and 21 Cultivators. One year later in November 2020, Massachusetts had 84 cannabis Retailers open supplied by 40 Cultivators and hit \$1 billion in sales. Other than the covid dip in April 2020, the average price per ounce has remained steady throughout, as shown below.



7. Strategy

As Massachusetts' marijuana business continues to expand, the ability to deliver a clear and resounding message becomes more relevant. The principals will be developing the following marketing plan in order to introduce the product offerings efficiently in the most cost-effective manner. The marketing efforts will be primarily focused on branding the quality of their product and the reputation of the cultivating principals. Its customers will be manufacturers (producers of resin and oils) and retail organizations within Massachusetts. Currently, because of the enormous supply and demand imbalance in the marketplace, wholesale cultivators are selling out their inventory before it's harvested. Over time, however, it will be critical for the company to differentiate itself by establishing itself as a premium high-quality series of product offerings, and to establish an efficient distribution methodology.

There will be five programs:

- 1) There will be an increasing importance on optimizing the cost of production. Several different strategies include refining grow methods to increase energy efficiency and expand yield; improve tax efficiency over time with careful accounting of actual production costs; streamline workflows in order to lower electrical costs
- 2) Distribution within the industry has evolved into the need to establish wholesale agreements with retailers. There are cases where small cultivators have pre-sold their entire annual product.
- 3) The business will have a very active social media program, including an interactive website, Facebook, and twitter accounts. Customers will be able to access information about upcoming product offerings through all of these online avenues. These connections between Arch and its customers will be a very powerful, interactive tool.
- 4) Another marketing avenue will be focused on branding via a strong public relations effort. With the help of a PR firm, Arch will be branding its elite strains to appreciative consumers. Through packaging, labeling, and consumer feedback, the firm will design and implement an extensive, directed campaign toward select consumers. Also, they will be in constant touch with the latest industry trends and news. The PR firm will be charged with promoting articles in industry publications that tout the quality of the product offerings. Arch will attend events and seminars in order to introduce and promote its products.
- 5) Finally, there will be a direct marketing campaign, in which the principals will be calling all of the potential customers to introduce 15 Arch's offerings. At the moment, given the limited size of the market, this will be the most effective way to "spread the word".

In the future, there may an opportunity to "Brand Licenses", which is to license established brands into other states. Currently, there are West Coast brands interested in entering the East Coast market utilizing this type of arrangement. It is foreseeable that Arch could use this model to expand into other states and expand the Company's product distribution quickly.

And like the craft industries, word-of-mouth in the marijuana field is a very powerful force, and 15 Arch's quality product offerings will be taking advantage of its growing reputation in the marketplace.

8. Lease Summary

Landlord:	Doris & James Holdings LLC
Location:	15 Arch Street Greenfield, MA
Space:	7,700 sf first floor, 2,500 sf basement space 5,000 sf of grow space Right of first refusal on 2 additional spaces
Tenant:	15 Arch LLC
Lease Commencement Date:	February 15, 2019
Rent Commencement Date:	Beginning at commencement of operations
Termination Date:	July 31, 2028
Option to Extend:	-\$500 per month option fee until RCD plus (2) five-year options at FMV
Yearly Rent:	\$92,400, fixed for seven years; first 4 years at a 50% rent factor
Tenant Allowance:	\$11,000 in option payments to be applied to rent, plus 205,000 in landlord improvements to be credited against rent in the first 4 years.
Conditions Precedent:	
	1) Obtain license from the CCC (done) 2) Obtain special permit from Greenfield (done) 3) Obtain building permit from Greenfield 4) Obtain final license from the CCC

9. Source & Uses of Proceeds

The proceeds will be used (a) to complete the build-out of the 10,000 square foot facility and (b) for corporate working capital purposes. Arch will fund this with a combination of owner's equity and outside investment. The build-out schedule:

Use:	Dollar Amount:
Construction & Leasehold Improvements	\$1,273,000
Equipment	\$192,000
Organization Costs	\$144,000
Pre-opening Costs	\$69,500
Working Capital	\$165,000
Building Improvements	\$86,500
Total Uses:	\$1,930,000

Source:	Dollar Amount:
Owner's Equity	\$30,000
Private Notes	\$820,000
Investor Equity	\$1,080,000
Total Sources:	\$1,930,000

ARCH LLC				YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10
				75 lights	100 lights	165 lights	205 lights						
SALES:				2,140,000	3,049,750	4,608,338	5,178,400	5,325,600	5,305,500	5,346,700	5,214,000	5,477,600	5,579,100
x	# POUNDS PER YEAR			(600 lbs)	(850 lbs)	(1,325 lbs)	(1,535 lbs)	(1,581 lbs)	(1,602 lbs)	(1628 lbs)	(1654 lbs)	(1,688 lbs)	(1,698 lbs)
x	PRICE/ POUND			3,400	3,400	3,300	3,200	3,200	3,150	3,125	3,000	3,100	3,150
x	# LBS TRIM			100	160	248	288	288	288	288	288	288	288
x	PRICE TRIM/POUND			1,000	1,000	950	925	925	900	900	875	850	800
x	# LIGHTS			75	100	165	205	205	205	205	205	205	205
EXPENSES:													
Payroll:													
x	Growers		3 ptnrs	168,750	225,000	285,000	325,000	350,000	375,000	420,000	450,000	475,000	500,000
x	Trimmers	8-10 people	\$20/hr	295,000	412,500	625,000	730,000	766,500	805,000	845,250	887,500	931,875	978,450
x	Processing labor		150 hrs/hvt	18,000	27,000	32,400	34,020	35,721	37,507	39,382	41,352	43,419	45,590
x	Cleaners		1 fte	25,000	33,333	54,999	57,749	60,637	63,669	66,852	70,195	73,705	77,390
x	Casual labor			7,500	10,000	12,500	15,000	17,500	20,000	25,000	28,500	31,500	35,000
x	Admin/Bookkeeping		1.5 fte	78,500	111,000	137,500	185,000	195,000	205,000	215,000	230,000	240,000	250,000
TOTAL PAYROLL:				592,750	818,833	1,147,399	1,346,769	1,425,358	1,506,176	1,611,485	1,707,546	1,795,499	1,886,430
Employee benefits: (6.0% of payroll)													
x	Health insurance			20,000	25,000	28,800	35,000	40,000	42,500	47,500	51,500	53,500	55,500
x	Employee benefits		0.4%	2,371	3,275	4,590	5,387	5,701	6,025	6,446	6,830	7,182	7,546
x	Payroll taxes		5.5%	32,601	45,036	63,107	74,072	78,395	82,840	88,632	93,915	98,752	103,754
x	Workmen's compensation		0.5%	2,964	4,094	5,737	6,734	7,127	7,531	8,057	8,538	8,977	9,432
TOTAL BENEFITS:				57,936	77,405	102,234	121,193	131,223	138,895	150,635	160,783	168,412	176,232
Advertising and sales promotion:													
	Media advertising			20,000	25,000	16,500	17,500	19,500	21,000	22,500	25,000	31,500	35,000
	Other sales promotion			80,000	80,000	110,000	125,000	100,000	100,000	90,000	85,000	85,000	50,000
x	Media consultant			40,000	45,000	50,000	52,500	55,000	57,500	60,000	62,500	65,000	67,500
	Printing			25,000	30,000	31,000	44,500	45,500	47,500	48,500	49,000	51,000	52,000
TOTAL PROMOTION:				165,000	180,000	207,500	239,500	220,000	226,000	221,000	221,500	232,500	204,500
Direct operating expenses:													
	Cleaning supplies			2,250	2,500	3,000	3,600	3,500	4,000	4,250	4,500	4,800	5,100
	Cloning supplies			2,500	3,000	4,000	5,500	6,500	7,000	7,500	8,000	8,250	8,500
	Soil			54,000	56,500	58,000	68,000	64,000	66,500	69,000	72,000	75,000	78,000
	General Supplies			22,500	25,000	27,500	33,000	30,000	32,000	34,500	37,000	38,500	40,000
x	Light Bulbs	100x100		15,000	20,000	33,000	41,000	43,050	45,203	47,463	49,836	52,328	54,944
x	Metric licensing			480	494	509	525	540	556	573	590	608	626
	Nutrients			30,000	32,500	35,000	44,500	45,000	45,000	47,000	47,500	50,000	52,000
	Packing supplies			14,500	14,750	14,750	16,250	17,000	17,250	17,500	18,000	18,550	18,750
	Pest control			2,500	2,750	3,250	3,850	4,250	4,500	4,850	5,250	5,500	5,800
	Security			7,500	7,500	7,800	8,000	8,100	8,300	8,500	8,900	9,000	9,250
x	Shipping	600/trip		20,000	26,700	44,055	55,069	62,500	64,000	65,800	68,800	74,100	90,600
	Storage containers			500	750	450	450	500	600	500	750	750	800
	Testing soil			3,500	3,500	4,500	6,000	6,500	6,700	7,000	7,200	7,500	7,800
	Tools			8,000	6,500	7,000	8,000	9,000	9,500	10,500	11,000	11,500	11,000
	Trash/waste removal			10,000	12,500	16,500	19,000	22,500	25,000	28,000	29,500	31,000	32,500
	Tyvek suits			1,500	1,700	2,000	2,500	2,750	3,000	3,500	3,800	4,100	4,500
	Filters			3,250	3,500	4,000	4,500	5,000	5,250	5,500	5,800	6,150	6,500
TOTAL OPERATING:				197,980	220,144	265,314	319,743	330,690	344,359	361,936	378,426	397,636	426,670
Administrative and general:													
	Accounting fees	Mitzi		18,000	18,000	20,000	25,000	25,500	26,000	26,500	27,000	27,000	28,500
	Bad debts			15,500	9,000	14,000	14,500	10,000	12,500	17,500	20,000	21,500	22,000
	Bank charges			500	600	650	700	750	900	1,100	1,250	1,300	1,300
	Cable/Internet/Telephone			6,750	6,850	6,900	7,100	7,200	7,350	7,450	7,500	7,750	7,950
	Cash (over)/short			1,500	1,500	700	700	800	800	850	850	900	900
	Charge card commissions			0	0	45,000	79,500	82,500	85,000	87,500	91,000	94,500	97,500
	Charitable donations			5,000	5,000	7,500	7,500	8,500	10,000	12,500	15,000	20,000	25,000
	Compliance Testing			7,680	16,000	17,500	22,000	21,000	22,500	24,000	25,500	27,000	28,500
	Dues and subscriptions			500	1,000	1,500	1,500	2,500	2,500	2,500	3,000	3,000	3,500
	Insurance			42,500	45,000	50,000	55,500	56,000	57,500	62,500	65,000	68,000	70,000
	Legal			2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500	2,500
	Money transportation			21,500	29,500	5,750	5,250	5,000	3,800	4,000	4,100	4,200	4,500
	Office supplies and expense			12,500	11,500	12,000	13,500	15,000	17,500	19,000	21,000	22,500	25,000
	Payroll services			900	1,800	2,250	2,900	3,200	3,400	3,450	3,600	3,700	3,850
	Repairs & maintenance			12,000	18,000	18,000	42,500	45,000	35,000	15,000	18,000	52,000	12,500
	Taxes, licenses and permits			10,000	10,000	12,000	15,000	17,500	18,500	20,000	22,500	25,000	25,000
	Travel, market research			10,000	5,000	5,000	5,000	7,500	7,500	10,000	10,000	10,000	10,000
	Town fee (3%)			64,200	91,493	138,250	155,352	159,768	159,165	160,401	156,420	164,328	167,373
TOTAL ADMIN:				231,530	272,743	359,500	456,002	470,218	472,415	476,751	494,220	555,178	535,873
Occupation costs:													
	Rent (50%)	deal		53,900	53,900	53,900	104,900	104,900	104,900	104,900	117,500	117,500	117,500
	Real estate taxes			11,500	12,500	13,500	14,000	14,500	15,000	16,000	17,000	18,500	20,000
x	Electricity			107,000	125,000	206,250	257,813	265,547	273,513	281,719	290,170	298,875	307,842
	Water and sewer			22,500	37,125	46,405	48,725	51,162	53,720	56,406	59,226	62,187	65,296
TOTAL OCCUPATION:				194,900	228,525	320,055	425,438	436,108	447,133	459,024	483,896	497,062	510,638
TOTAL EXPENSES:				1,440,096	1,797,651	2,402,002	2,908,646	3,013,597	3,134,978	3,280,831	3,446,371	3,646,287	3,740,343
CASH FLOW				699,904	1,252,099	2,206,335	2,269,754	2,312,003	2,170,522	2,065,869	1,767,629	1,831,313	1,838,757
	Federal taxes			118,984	212,857	375,077	385,858	393,040	368,989	351,198	300,497	311,323	312,589
NET CASH FLOW				580,920	1,039,243	1,831,258	1,883,896	1,918,962	1,801,533	1,714,672	1,467,132	1,519,990	1,526,169
% PROFITS TO SALES				27%	34%	40%	36%	36%	34%	32%	28%	28%	27%
				272	1,072	1,410	1,443	1,536	1,577	1,594	1,661	1,710	1,809

US Indoor Average	2,077
Alaska	4,206
Arizona	1,712
California	3,400
Colorado	1,194
Connecticut	2,972
Wash DC	2,103
Illinois	3,079
Maine	1,859
Massachusetts	3,750
Michigan	2,917
Montana	-----
Nevada	2,091
New Mexico	2,842
New York	-----
Oregon	2,400
South Dakota	----
Vermont	3,089
Virginia	-----

PRICE										
\$4,200										
\$4,000										
\$3,800	x	x								
			x							
\$3,600				X						
					x					
\$3,400						x				
							x	x		
\$3,200									x	x
\$3,000										
\$2,800										
	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	YEAR 8	YEAR 9	YEAR 10

PRICE PER POUND PROJECTIONS

US SPOT PRICE INDEX (19 States) 8-9-21

US Indoor Average		2,077	
Alaska		4,206	
Arizona		1,712	
California		3,400	
Colorado		1,194	
Connecticut		2,972	
Wash DC		2,103	
Illinois		3,079	
Maine		1,859	
Massachusetts		3,750	**
Michigan		2,917	
Montana		-----	
Nevada		2,091	
New Mexico		2,842	
New York		-----	
Oregon		2,400	
South Dakota		----	
Vermont		3,089	
Virginia		-----	
Washington		678	

FORECASTED STATEMENT OF CASH FLOW

[illegible]

PLAN TO OBTAIN LIABILITY INSURANCE



15 Arch, LLC has obtained a Liability Insurance Policy through Webber & Grinnell in Northampton, MA.

Our Liability Insurance Policy provides coverage for no less than than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, annually and product liability insurance coverage for less than \$1,000,000.00 per occurrence and \$2,000,000.00 in aggregate, annually. The deductible for each policy is no higher than Five Thousand (\$5,000.00) Dollars per occurrence. Our policy is in accordance with 935 CMR 500.105(10).

RECORD KEEPING PROCEDURES



15 Arch, LLC is committed to strict compliance with 935 CMR 500.105(9) regarding Record Keeping and will keep all records as dictated and mandated by same. 15 Arch, LLC will keep a copy of all records on site, to be made available to the commission upon request, and will keep a second copy off-site to prevent accidental destruction. All records will be kept in accordance with general accounting principles. 15 Arch, LLC will maintain:

- Its written operating procedures
- Inventory Records
- Seed-to-Sale tracking records for all marijuana products
- Personnel records, including but not limited to
 - Job descriptions for each volunteer and employee, as well as organizational charts
 - A record for each agent, including but not limited to
 - Agent's CCC application materials
 - Documentation showing verification of references
 - Job description or employee contract
 - Documentation of all required training
 - Periodic performance evaluations
 - Records of any disciplinary action
 - notice of completed responsible vendor training, and other relevant trainings
 - A staffing plan demonstrating accessible business hours and safe working conditions
 - Personnel policies and procedures
 - All background checks
- Business records, both physical and digital, including but not limited to
 - Assets and liabilities
 - All monetary transactions
 - All books of accounts
 - All sales records
 - All salary and wage information, including stipends, bonuses, benefits, or other items of value paid to any individual affiliated with the Establishments
- Waste disposal records

The Executive managers and Cultivation managers will be responsible for the creation and proper filing of all these records and will do so in a manner that is acceptable to the commission. All records shall be kept for a period of at least 2 years. Managers will ensure that proper record keeping is maintained through daily audits of their departments as part of their closing checklists.

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS



In strict compliance with 935 CMR 500.030, all employees will submit to background checks and registration by the CCC before beginning employment. 15 Arch, LLC will perform their own background checks of all potential employees to ensure that all employees submitted for registration are qualified, and for record keeping purposes.

15 Arch, LLC will strictly comply with 935 cmr 500.105(9) requirements for keeping of personnel records for all employees and personnel of the Establishment. 15 Arch, LLC shall maintain a record of job descriptions, and a personnel record including all required materials stated in the above section of the CMR for each agent for the entirety of their employment and for a period of 12 months following termination.

In strict compliance with 935 cmr 500.105(2), 15 Arch, LLC will ensure that all agents complete training prior to performing job functions, including at least 8 hours of on-going training, annually.

In addition to the requirements of 935 CMR 500, 15 Arch, LLC will maintain typical business records for personnel including, but not limited to:

- Insurance and accident reports
- Benefit management: health, etc.
- Employee file management
- Taxes: payroll, state, federal, etc.

Fundamental Team Member Practices

15 Arch is an organization in an industry that must comply with strict regulations and scrutiny. In order to adhere to all laws and regulations, it is critical we maintain tight procedures at all facilities. The following list provides crucial practices for Team Members of 15 Arch:

- 15 Arch has a **ZERO TOLERANCE** policy regarding consumption of any cannabis flower, infused product, or cannabis extracted concentrate on the premises, per Massachusetts General Laws and 935 Code of Massachusetts Regulations (CMR) 500.
- 15 Arch also maintains a **ZERO TOLERANCE** policy regarding possession of any cannabis flower, infused product, or cannabis extracted concentrate on the premises.
- It is imperative that team members be **well versed in the company standards and policies**, which allow 15 Arch to function as a reputable organization. Non-compliance with company policies and procedures will result in disciplinary action, up to and including termination.
- All 15 Arch team members are expected to **maintain a positive attitude to ensure a professional working environment**, regardless of the circumstance. All employees are required to read and sign the Core Values Affirmation, an oath that has been designed to hold team members responsible for their own actions and moods during work hours.
- **Maintaining a professional environment** at 15 Arch is paramount. Employees should pride themselves on conducting focused conversations and performing business in a fashion that is most conducive to progress. A professional atmosphere cultivates ingenuity and good team chemistry.
- Decisions to allow exceptions or waivers of policies, regulations, or procedures are **SOLELY** at the discretion of Ownership and Management. Staff should never engage in discussions of this nature or in any way imply that they have the authority to engage in such discussions.
- 15 Arch Staff is required **to know about medical marijuana state policies** and will be trained in all regulations regarding their duties.
- **A strong technical knowledge is required to work at 15 Arch.** The entire staff is required to retain knowledge concerning all aspects of cannabis, including: cannabinoids, cultivation, methods of intake, product dosing, and processing of the plant.
- All staff is expected to **maintain proper decorum and attire while at work**. All employees are expected to dress appropriately for the workplace. Please refer to the Employee Handbook for the Dress Code Policy. Work clothing is expected to be clean and unwrinkled for sanitary and aesthetic purposes.
- Employees are **not to wear perfume, cologne, or any other scented topical, or any other product that may harm or contaminate the product**. Management reserves sole and complete discretion to send home any staff deemed to be in violation of this policy.

RESTRICTING ACCESS TO AGE 21 AND UP



15 Arch, LLC is applying to be a cultivation operation that is prohibited by law from selling any of its product to a consumer. To ensure that our product is not making its way into the hands of individuals under 21, we will be selling our product only to licensed retailers and manufacturers and dispensaries in the Commonwealth of Massachusetts, and will be contracting only with licensed Transportation companies. In addition, 15 Arch, LLC will have state of the art security at its cultivation facility to deter and prevent any products grown or stored at the facility, or transferred to a transportation company from being diverted out of the regulatory schema. 15 Arch, LLC will ensure all employees and registered agents must be 21 years of age or older pursuant to 935 CMR 500.029 or 500.030, and that all visitors, if any, are also 21 years of age or older pursuant to 935 CMR 500.002. 15 Arch, LLC has a zero tolerance policy regarding removal of any products from the facility.

PROCEDURES FOR MAINTAINING OF FINANCIAL RECORDS



To maintain its Financial Records, 15 Arch, LLC will be mainly using Quickbooks and an outside accounting firm. In house we will use best business practices to ensure that financial matters are kept up with on a daily basis to ensure that any issues that arise can be dealt with immediately and at minimal loss or risk.

The following business records shall be maintained pursuant to 935 CMR 500.105(9):

- Assets and liabilities;
- Monetary Transactions;
- Books of Accounts;
- Sales Records; and
- Salary and wages paid to each employee.

The procedures for maintaining in house financial records will be as follows:

- 15 Arch, LLC will perform settlement reconciliation on a daily basis
- Reconcile bank and credit card statements
- Invoices: posting, reconciling, paying
- Establish payroll relationship and systems
- 15 Arch, LLC will perform monthly end of the month closings
- On going Billing and Collection of Accounts Receivables
- 15 Arch, LLC will use available software programs to perform these functions:
 - Sales Journal
 - QuickBooks
 - Inventory Controls
- Ongoing Credit Card statement reconciliation and chargeback management

Internally, QuickBooks is the program 15 Arch, LLC will use primarily to track all transactions in real-time.

- All assets, liabilities, and capital accounts on balance sheet
- All income and expenses on Profit & Loss Statement
- All inventories
- All accounts receivables
- All accounts payable
- All accruals and miscellaneous items

15 Arch, LLC will use an outside payroll company to manage weekly payrolls as well as to calculate and collect taxes.

The outside accounting firm will produce a compilation balance sheet and P&L Statement on a monthly basis.

Internally, 15 Arch, LLC will maintain paper copies of all transactions as backup, and transferring all data weekly to offsite data-storage locations, physical and digital, to prevent accidental destruction of financial records.

QUALIFICATIONS AND TRAINING



All 15 Arch, LLC team members will register as Agents with the Cannabis Control Commission. All agents and employees shall receive at the minimum **the Responsible Vendor Program and at least eight (8) hours of ongoing training annually** mandated by 935 CMR 500.105(2). Employees and Agents **MUST** complete the Responsible Vendor Program **within 90 days of being hired**, and documentation of such **shall be retained for four (4) years**. All agents and employees of the Establishment will be 21 years old and older and will meet the requirements put forth in the same regulations.

All 15 Arch, LLC team members will be trained before beginning their job functions by the specific managers tasked with overseeing their functions, and will be proven to be qualified to perform said job functions through an interview process with the Managers of 15 Arch, LLC. All team members will be trained in the requirements of the law and regulations of MA, but also in the strict policies of 15 Arch, LLC. Said policies set forth below:

FUNDAMENTAL TEAM MEMBER PRACTICES

15 Arch is an organization in an industry that must comply with strict regulations and scrutiny. In order to adhere to all laws and regulations, it is critical we maintain tight procedures at all facilities. The following list provides crucial practices for Team Members of 15 Arch:

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- Employees are **not to wear perfume, cologne, or any other scented topical, or any other product that may harm or contaminate the product.** Management reserves sole and complete discretion to send home any staff deemed to be in violation of this policy.

A TRANSPARENT ORGANIZATION

Introduction

As a valued 15 Arch Team Member, it is important to understand that the procedures set forth in this manual are presented in a way that keeps the protection of both the employees and the product in clear mind. We expect our employees to feel secure in their surroundings, and we can ensure their right to safety through a strong security culture. Apart from safety, the managers must also focus their attention on organization, efficiency, quality control, and cultivating an environment where team members feel valued and productive throughout the day. This synergy of good managers and a cohesive staff is really what drives the company toward continuing to offer high quality products to market.

All cultivation employees must follow certain criteria outlined by Massachusetts Law, as 15 Arch functions at the utmost level of compliance with these statutes and regulations. 15 Arch has both an appreciation and respect for the law and expects employees to strictly adhere to this declaration of transparency. It is wise for managers to familiarize themselves with the current laws pertaining to Marijuana Establishments.

Security Culture

15 Arch expects all employees to feel secure in their surroundings and can ensure their right to safety through a strong Security Culture. To maintain this culture, emergency plans will be mapped out and practiced, and each team member must have a clear list of steps to take if they perceive intended malice on the cultivation facility premises. No weapons or firearms will be allowed on company premises at any time. The Cultivation Facility Manager should certify that all employees are alert and aware of their surroundings as they enter and exit the building.

Unannounced visitors are never allowed in the facility. If a manager or any support staff member suspects that they may be in danger, then it is the company policy to always take the safest course of action. If any 15 Arch team member feels unsafe at any time, it is company policy to report their concerns to the appropriate party immediately (e.g., the police, a company partner, immediate supervisor, etc.).

Organization

Organization should be considered the backbone of the day as a manager. Organization is achieved when management can prepare the most efficient work environment for their team members. This includes ensuring that the staff has all the equipment necessary for the day, and that supplies are organized in a manner that is easy for them to find and retrieve. Support staff must also be trained to fully stock their supply shelf and sanitize their workspace at the end of the day to better facilitate opening procedures the next morning. If Cultivation Facility Managers find themselves behind on the task outline for the day, they must evaluate the functionality of their role and make use of alternative organizational techniques.

Efficiency

Efficiency plays an important role in the daily tasks of a cultivation facility employee. Managers should be especially focused on ensuring that the cultivation facility is functioning with the least possible amount of wasted materials, labor, time, and energy. Once organization has been achieved, efficiency allows the plant to be processed faster and more thoroughly. Keeping a steady pace with an efficient work environment makes the day go by smoother and quicker for the team members, and it creates the most favorable work environment for productivity. Cultivation Facility Managers should keep in mind that engaging in preparation during opening and closing procedures is essential in keeping the staff motivated to reach their goals for the day. Closing managers should effectively manage their labor costs by evaluating staff needs based on the available work load, as time is one of the company's most valuable assets.

Teamwork

Trust in the professional world is gained through communication and organization. Teamwork is a synergy cultivated by communicative, organized managers and a cohesive and knowledgeable support staff. Effective managers can evaluate the needs of their team and prepare them accordingly for the day. Opening and closing Cultivation Facility Managers should keep priorities in mind when deciding how to outline their schedule.

Keeping a positive attitude is critical, and part of the management role includes lifting the morale of the team when there is large workload, or a seemingly unmotivated group disposition. 15 Arch managers should exercise strong leadership skills at all times. Opening an exchange of dialogue with the staff in the morning allows the support team to voice their concerns about the day and provides management with potentially important feedback that could help the efficiency of the company.

Quality Control

15 Arch has a commitment to cultivating the best product they can possibly offer so Cultivation Facility Managers are hired to uphold and protect these procedures for the sake of quality control. Opening managers must take the time to analyze and coach the staff based on quality control guidelines. Each product strain is unique, and the Cultivation Facility Manager should share any special trimming techniques to the support staff before each shift. Closing managers should focus on quality control at the end of the day by doing a thorough job of checking the drying and curing areas of the facility to make sure they are at an acceptable temperature and humidity percentage. This attention to detail is required to place 15 Arch achieve our position as a premier Cultivator of High Quality Marijuana, and to continue the world-wide legacy of Massachusetts growers as trend setters and innovators within the Cannabis Culture.

Educational Material

Although 15 Arch's cultivation facility will not be selling cannabis to the end consumer, 15 Arch will provide education material, which will be provided to the wholesale customer, regarding warnings and intended use of all cannabis produced. This material will explain the strains being grown, currently understood efficacy and intended use, recommended amounts, frequency of use, routes of administration, facts about signs of substance abuse, and any and all other legally mandated warnings or requirements. The educational material will be accompanied by general statements and warnings explaining the danger and prohibition of driving and operating heavy machinery while under the influence of marijuana, per M.G.L. c. 90, s. 24, the fact that the FDA has not analyzed or approved the use of medical marijuana, that there may be health risks associated with the use of marijuana, and the requirement to keep marijuana away from children.

POSITIONS, QUALIFICATIONS, AND TRAINING

Assistant Cultivator (Grower, 3 Positions)

Responsibilities

- Assists in all aspects of cultivation operations including trellising, pruning, spacing and overall canopy management.
- Ensures daily production schedule and goals set by Cultivation Manager/Team Leads are met.
- Completes proper transplanting techniques including substrate mixing, container filling and transplanting.
- Assists in the setup, monitoring and maintenance of irrigation systems and environmental controls.
- Performs plant destruction and plant waste destruction in compliance with 15 Arch, local and state policies.
- Accountable for accurate tracking and logging of all plants by utilizing the inventory tracking systems in compliance with Sira Naturals, local and state policies.
- Maintains a high level of cleanliness of all Cultivation Equipment, Rooms and areas as well as sanitation practices concerning handling of plants according to Company procedure.
- Assists in fostering a positive work environment, treats everyone with dignity and respect, while perpetuating a curiosity for "everything cannabis".

Qualifications

- Meticulous attention to detail and strong desire to produce a high-quality product.
- Able to demonstrate sound judgement and problem solving.
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission.
- Able to pass all background checks as mandated by Massachusetts Cannabis Control Commission.
- Maintain regular and punctual attendance.

Preferred Experience

- Prior experience working in agriculture/horticulture, packing houses, general production/retail greenhouses.
- Familiarity with Good Agricultural Practices/Good Handling Practices (GAP/GHP).
- Experience working in a regulated environment with a regulated and tracked substance.

Physical Requirements

- Able to sit, stand or walk for long periods of time.
- Able to periodically bend, reach, and squat.
- Able to physically lift at least 50 lbs.

Trimmer (10 Positions)

Responsibilities

- You will be responsible for weed and bud trimming for a marijuana grower.

Qualifications

- Previous experience as a bud/weed trimmer. (preferred but not required)
- Previous experience in the marijuana/cannabis industry (preferred but not required).
- High School Diploma or GED. (required)
- Must be 21 years of age or older as required by the Massachusetts Cannabis Control Commission.
- Able to pass all background checks as mandated by Massachusetts Cannabis Control Commission.
- Resident with a current valid State-issued ID or Drivers License.
- Provide necessary documentation for employment in the United States.

Physical Requirements

- Able to sit, stand or walk for long periods of time.
- Able to periodically bend, reach, and squat.
- Able to physically lift at least 50 lbs.

Executive Assistant (1 position)

Responsibilities

- Organize, record, and file high level meetings with senior level staff on a daily basis
- Answer all incoming phone calls, sort mail clerical duties
- Plan and prepare executive business events on behalf of the Executive
- Prepare and/or edit internal and external letters, memos, faxes, etc
- Assist with the preparation of business presentations
- Organize and file daily business records for regulatory compliance

Qualifications

- A minimum of 2 years experience supporting a senior executive preferred
- Exceptional Microsoft skills, word, outlook, excel, etc.
- Ability to exercise good judgment, show initiative, and be proactive
- Extreme attention to detail, punctuation and reliability
- High standard of ethics and confidentiality to handle sensitive information

Education

- Bachelor's Degree required

QUALITY CONTROL AND TESTING



15 Arch, LLC is dedicated to growing the highest quality product on the market, and as such the culture of quality control and testing is of the utmost importance. All growing materials will be inspected to ensure highest quality and freedom from infestation. All grow rooms will be quarantined and monitored constantly. All employees will be trained in best practices to keep outside or harmful elements from entering critical areas. All product will be tested in compliance with the regulations, but also for 15 Arch, LLC to track its success in growing premium cannabis. The relevant policies and procedures from the 15 Arch, LLC Standard Operating Procedures are listed below:

Quality Control

15 Arch has a commitment to cultivating the best product they can possibly offer so Cultivation Facility Managers are hired to uphold and protect these procedures for the sake of quality control. Opening managers must take the time to analyze and coach the staff based on quality control guidelines. Each product strain is unique, and the Cultivation Facility Manager should share any special trimming techniques to the support staff before each shift. Closing managers should focus on quality control at the end of the day by doing a thorough job of checking the drying and curing areas of the facility to make sure they are at an acceptable temperature and humidity percentage. This attention to detail is required to place 15 Arch achieve our position as a premier Cultivator of High Quality Marijuana, and to continue the world-wide legacy of Massachusetts growers as trend setters and innovators within the Cannabis Culture. Pest, Mold, and Disease Control

Given that the single most effective deterrent of common cannabis diseases is a well controlled grow room environment, rigid quality control begins with cultivation. 15 Arch will maintain and continually monitor conditions that severely limit pests and disease as well as dramatically lower their chances of proliferation.

Pests common to marijuana like spider mites, aphids, and whiteflies, as well as mold and other diseases are capable of decimating an entire crop. Climate control is a key component in prevention. Tight humidity and temperature control is imperative. Using the modular room design will play a critical role in maintaining ideal conditions in the various grow rooms. Ensuring proper airflow by providing adequate ventilation and fans for circulation, and simple practices such as removing dead and decaying leaves and buds that show the first sign of mold can eliminate problems very effectively.

15 Arch will set instant electronic alerts that activate when conditions trend toward unacceptable humidity and temperature limits, allowing them to react by venting, air conditioning, or dehumidifying to prevent microorganism growth. Every plant will be physically inspected on a daily basis.

15 Arch, LLC will ensure that only the leaves and flowers of the female marijuana plant are processed in a safe and sanitary manner. Marijuana will be well cured, and generally free of seeds and stems, free of dirt, sand, debris, and other foreign matter, free of contamination by mold, rot, other fungus, and

bacterial diseases, prepared and handled on food-grade stainless steel tables, and packaged in a secure and sanitary area. Any and all agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000. Said regulations shall be posted and Agents shall be trained and educated as to the requirements. All agents working in direct contact with Marijuana shall conform to sanitary practices, including but not limited to, maintaining adequate personal cleanliness, and washing hands appropriately. 15 Arch, LLC will install hand washing facilities centrally located as to be proximate and convenient to all areas of the facility. 15 Arch, LLC shall create sufficient space for storage of equipment necessary to maintain sanitary operations. All contact surfaces shall be cleaned and sanitized according to best practices to maintain protection against contamination.

Litter and waste shall be removed according to requirements set forth by the Commission and the Commonwealth's Regulations, and as to minimize odor and the potential for attracting pests. All toxic items shall be identified with clear and large labeling and shall be stored in a manner that protects against contamination of Marijuana.

15 Arch, LLC has ensured that water supply to its building is sufficient for all aspect necessary for operations. 15 Arch, LLC has ensured that the plumbing for the building is of adequate size and design to facilitate operations. 15 Arch, LLC shall provide adequate, readily accessible toilet facilities for all employees.

15 Arch will also document and track all data throughout the cultivation process. Keeping detailed records and mapping throughout the crop cycles will help establish the most efficient cultivation process. 15 Arch will monitor our Cultivation Center with state-of-the-art equipment to ensure each plant is provided with proper nutrients and environment. 15 Arch sees uniformity in such processes as the key to preventing contaminants as well as ensuring potency.

All of 15 Arch's employees will adhere to strict operating procedures to prevent contamination. 15 Arch will keep all floors clean of debris and regularly clean and disinfect all equipment and tools in the cultivation center, which can become a breeding ground for disease. All cultivation center employees and approved visitors will be required to wear protective coveralls and pass through an air-shower before entering areas where marijuana is grown. 15 Arch will use Tyvex suits, booties, hairnets, non-allergen barrier gloves, and anti-fungal paint to help prevent contamination.

Pest Management

Like any agricultural crops, cannabis plants are vulnerable to pests, molds, and other problems that can be solved with the responsible use of myriad pest control strategies, diligent monitoring, and thoroughly sanitary practices. Through comprehensive laboratory testing, tracking and documentation, 15 Arch is committed to providing the highest quality product that the consumer can trust is safe to use.

The Production Manager will ensure that pest control methods follow the recommended strategies regarding cultural controls, mechanical controls, biological controls, and chemical controls and will ensure that methodologies used will be permissible by law, such as the use of minimum risk pesticides used in the cultivation of marijuana found in Title 40 of the Code of Federal Regulations section 152.25.

The Production Manager will also ensure that no pesticides are used in a quantity or concentration greater than recommended amounts.

The Cultivation Center Manager will ensure all pesticides applied to any portion of a marijuana plant,

water, or feed used during cultivation or generally within the center, are recorded in the METRC system. The records will include all information required by the Commonwealth of Massachusetts and best practices.

Feeding and Nutrients

Nutrients, plant additives, and plant medium will not be stored in the same area as other cleaning supplies and chemicals in order to reduce any chance of contamination.

Testing and Quality Control

15 Arch recognizes that marijuana's potency and characteristic are fundamental to help consumers choose the correct product for their specific tastes and that quality controls ensures the safety and quality of our products.

15 Arch will test for microbiological contaminants, mycotoxins, moisture content, pesticide chemical residue, heavy metals, and for quantity of THC, as required by the Department.

15 Arch will sanitize and protect all preparation areas to ensure that stored and finished products are kept under conditions that protect them from physical, chemical, and microbial contamination.

Each batch of usable cannabis (no less than 3 grams) will be segregated and sampled, and each sample will be tested by a Massachusetts licensed and approved laboratory.

The Cultivation Center Manager will be responsible for ensuring that all test results are entered into the METRC inventory control system.

The Cultivation Center Manager will be responsible for preserving all testing records maintained in the METRC inventory control system. Upon request, 15 Arch will produce a copy of any testing results records.

All testing records will be preserved for a period of at least two years. 15 Arch will make the testing results available upon request.

DIVERSITY PLAN



15 Arch, LLC is committed to being an equal opportunity employer and to encouraging and promoting access to the industry to all individuals and communities, especially those that have been historically marginalized or discriminated against, as one of 15 Arch, LLC's founders is of African descent and has experienced the destructive impacts of systemic discrimination firsthand. It is our sincere intention to employ as diverse an array of employees as possible, mainly from Greenfield, MA to combat the impact that systemic discrimination has had on these specific communities. Furthermore, 15 Arch, LLC intends to create an educational program whereby students from Greenfield Community College can come and learn about the specific industry, entrepreneurship, and upon achieving the level of success we expect to it is our intention to create a grant for individuals from Greenfield Community College of diverse backgrounds for the purpose of starting their own small business within the community for the benefit of the greater Greenfield community.

In order to achieve these goals we will work with established organizations and individuals within the community of Greenfield to reach diverse, and historically discriminated communities and to promote available positions to the broadest possible pool of qualified applicants. 15 Arch, LLC will hire employees in strict adherence to 935 CMR 500.101(c)(7)(k) to promote equity among minorities, women, veterans, people with disabilities, and the LGBTQ+ community in the operation of the Marijuana Establishment. Management will conduct audits annually to ensure that 15 Arch, LLC is living up to its promise and its obligations.

GOAL

1. 15 Arch, LLC shall hire individuals so that its staff is objectively representative of the population at large with regard to women, minorities, people with disabilities, veterans, or those who identify as LGBTQ+. Specifically, 15 Arch, LLC will ensure:
 1. 50% of its staff is women
 2. 20% of its staff are minorities
 3. 5% of its staff are people with disabilities
 4. 5% of its staff are veterans
 5. 5% of its staff identify as LGBTQ+

PROGRAM

1. 15 Arch, LLC will post monthly advertisements in the local newspaper, the Greenfield Recorder, specifically requesting individuals from these same communities to apply
2. 15 Arch, LLC will advertise employment opportunities monthly with local veteran groups.
3. 15 Arch, LLC will advertise employment opportunities monthly with local community development organizations.

METRICS

1. 15 Arch, LLC will count the number of individuals hired who are women, minorities, veterans, people with disabilities, and individuals who identify as LGBTQ+. This number will be assessed against the total number of individuals hired to ensure its staff satisfy this goal.

The progress or success of this plan shall be documented and assessed one year from the date of receiving a provisional license, and yearly after that fact for the purposes of renewal of license.