Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR285037

Original Issued Date: 07/11/2024

Issued Date: 07/11/2024

Expiration Date: 07/11/2025

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Cloud 9 Cannabis LLC

Phone Number: 857-389-6947 **Email Address:** david.lang87@gmail.com

Business Address 1: 15 LIBERTY St. **Business Address 2:**

Business City: Quincy **Business State:** MA **Business Zip Code:** 02169

Mailing Address 1: 803 Hancock St. **Mailing Address 2:**

Mailing City: Quincy **Mailing State:** MA **Mailing Zip Code:** 02170

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: 100 **Percentage Of Control:** 100

Role: Owner / Partner **Other Role:**

First Name: David **Last Name:** Lang **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Asian (Chinese, Filipino, Asian Indian, Vietnamese, Korean, Japanese)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
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 Liberty St.

Establishment Address 2:

Establishment City: Quincy **Establishment Zip Code:** 02169

Approximate square footage of the establishment: 2400 **How many abutters does this property have?:** 38

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

HOST COMMUNITY INFORMATION
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	COM - [Attachment A] - {Cloud 9}.pdf	pdf	6509df472de47a00086713c2	09/19/2023
Community Outreach Meeting Documentation	COM - [Attachment C] - {Cloud 9}.pdf	pdf	6509df542de47a0008671437	09/19/2023
Community Outreach Meeting Documentation	COM - [Attachment B] - {Cloud 9}.pdf	pdf	6509df667049810008847003	09/19/2023
Community Outreach Meeting Documentation	COM - Attestation - {Cloud 9}.pdf	pdf	6509e0ee7049810008847255	09/19/2023
Certification of Host Community Agreement	Quincy HCA Cert Form - {Cloud 9}.pdf	pdf	650a01712de47a0008676489	09/19/2023
Certification of Host Community Agreement	Quincy HCA - {Cloud 9}.pdf	pdf	650a01df2de47a00086764a9	09/19/2023
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning for Quincy, MA.pdf	pdf	650a05ab2de47a0008676dd2	09/19/2023

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.: $

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP - {Cloud 9} - (10.24.2023) .pdf	pdf	6554f30d05d57d0007e3cae9	11/15/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner **Other Role:**

First Name: David **Last Name:** Lang **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	CGS DOR - {Cloud 9} - (8.10.23).pdf	pdf	6509e9fc2de47a0008672f18	09/19/2023
Secretary of Commonwealth - Certificate of Good Standing	CGS SOC - {Cloud 9} - (9.12.23).pdf	pdf	6509e9ff70498100088488ca	09/19/2023
Articles of Organization	Change of Resident Agent - {Cloud 9}.pdf	pdf	6509ea012de47a0008672f34	09/19/2023
Articles of Organization	Certificate of Amendment - {Cloud 9} - (5.31.23).pdf	pdf	6509ea032de47a0008672f4a	09/19/2023
DUA attestation if no employees	CGS DUA - {Cloud 9} - (9.19.23).pdf	pdf	6509eafc2de47a00086733ba	09/19/2023
Articles of Organization	Certificate of Amendment - {Cloud 9} - (10.27.23).pdf	pdf	6554fb0256bf530007ea8e26	11/15/2023
Bylaws	Single member Op.Agt_2023-10-27.pdf	pdf	655508f156bf530007eab669	11/15/2023

No documents uploaded

Massachusetts Business Identification Number: 001619586

Doing-Business-As Name: Pinnacle Cannabis

DBA Registration City: Quincy

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date

Plan for Liability Insurance	Plan for Obtaining Liability Insurance - {Cloud 9}.pdf	pdf	6509ec202de47a0008673588	09/19/2023
Business Plan	Business Plan - {Cloud 9} - (1.8.24) .pdf	pdf	659c459f0f1a250008ab44e7	01/08/2024
Proposed Timeline	Proposed Timeline - {Cloud 9} - (1.8.24).pdf	pdf	659c4fcb0f1a250008ab5d4f	01/08/2024

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Inventory procedures	Inventory procedures - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f4d4704981000884a3fe	09/19/2023
Maintaining of financial records	Maintaining Financial Records - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f4d6704981000884a412	09/19/2023
Dispensing procedures	Dispensing Procedures - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f4db2de47a0008674ab6	09/19/2023
Energy Compliance Plan	Energy Compliance Plan - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f4dc704981000884a426	09/19/2023
Prevention of diversion	Prevention of Diversion - {Cloud 9} - (9.18.23).pdf	pdf	6509f50e704981000884a56f	09/19/2023
Qualifications and training	Qualifications and training - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f50f704981000884a583	09/19/2023
Quality control and testing	Quality Control and Testing - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f5112de47a0008674c0c	09/19/2023
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f5122de47a0008674c28	09/19/2023
Security plan	Security Plan - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f532704981000884a5ef	09/19/2023
Storage of marijuana	Storage of Marijuana - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f534704981000884a603	09/19/2023
Transportation of marijuana	Transportation of Marijuana - Retail - {Cloud 9} - (9.18.23).pdf	pdf	6509f5352de47a0008674ca5	09/19/2023
Diversity plan	Diversity Plan - {Cloud 9} - (11.15.23).pdf	pdf	6555149d56bf530007eae1b1	11/15/2023
Restricting Access to age 21 and older	Plan to Restrict Access 21 - Retail - {Cloud 9} - (11.15.23).pdf	pdf	6555193656bf530007eaee80	11/15/2023
Record Keeping procedures	Record Keeping Procedures - {Cloud 9} - (11.15.23).pdf	pdf	65551a9656bf530007eaf351	11/15/2023
Personnel policies including background checks	Personnel Policies - Retail - {Cloud 9} - (11.15.23).pdf	pdf	6555208205d57d0007e4746c	11/15/2023

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

Attachment A

LOCALiQ
NEW ENGLAND

PO Box 631210 Cincinnati, OH 45263-1210

PROOF OF PUBLICATION

Vicente LLP
1115 Broadway # 1218
New York NY 10010-3450

STATE OF MASSACHUSETTS, COUNTY OF NORFOLK

The Patriot Ledger, a newspaper printed and published in the city of Quincy, and of general circulation in the County of Norfolk, State of Massachusetts, and personal knowledge of the facts herein state and that the notice hereto annexed was Published in said newspapers in the issue:

06/06/2023

and that the fees charged are legal.

Sworn to and subscribed before on 06/06/2023

Legal Clerk

Notary, State of WI, County of Brown

8·25·26

My commision expires

Publication Cost:	$192.66	
Order No:	8901023	# of Copies:
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Please do not use this form for payment remittance

MARIAH VERHAGEN
Notary Public
State of Wisconsin

15 Liberty Street, Quincy
LEGAL NOTICE
NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Cloud 9 Cannabis LLC DBA Pinnacle Cannabis will hold a Community Outreach Meeting on June 22, 2023 at 6:30 pm at Morrisette Post located at 81 Liberty Street, Quincy MA 02169 to discuss the proposed siting of an Adult Use Marijuana Retailer at 15 Liberty Street, Quincy MA 02169.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing p.silverman@vicentellp.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing p.silverman@vicentellp.com or asked during the meeting.

#8901023
PL 6/6/23

Attachment A

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To Advertise, visit our website: **Classifieds.patriotledger.com**
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- Business & Services email: **PatriotLedgerBusServ@gannett.com**
- To post job openings, visit: **Patriotledger.com/jobs**

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Visit Our Website:
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All classified ads are subject to the applicable rate card, copies of which are available from our Advertising Dept. All ads are subject to approval before publication. The Quincy Patriot Ledger reserves the right to edit, refuse, reject, classify or cancel any ad at any time. Errors must be reported in the first day of publication. The Quincy Patriot Ledger shall not be liable for any loss or expense that results from an error in or omission of an advertisement. No refunds for early cancellation of order.

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781-706-0060

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weathertiteroofingma.com

Real Estate Rentals

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All real estate advertised herein is subject to the Federal Fair Housing Act, which makes it illegal to advertise any preference, limitation, or discrimination because of race, color, religion, sex, handicap, familial status, or national origin, or intention to make any such preference, limitation, or discrimination. "We will not knowingly accept any advertising for real estate which is in violation of the law. All persons are hereby informed that all dwellings advertised are available on an equal opportunity basis.

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Your Source Public Notices
for the latest...

Foreclosure/Sheriff Sales

1601 Commercial Street, Weymouth

LEGAL NOTICE
MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain Mortgage given by Adalberto P. Teixeira and Kristen L. Fox to Wells Fargo Bank, N.A., dated April 28, 2010 and recorded with the Norfolk County Registry of Deeds at Book 27630, Page 388 as affected by a Loan Modification recorded on September 5, 2017 in Said Registry of Deeds at Book 35420, Page 206, subsequently assigned to M&T Bank by Wells Fargo Bank, N.A. by assignment recorded in said Norfolk County Registry of Deeds at Book 36828, Page 596 for breach of the conditions of said Mortgage and for the purpose of foreclosing same will be sold at Public Auction at 12:00 PM on June 27, 2023 at 1601 Commercial Street, Weymouth, MA, all and singular the premises described in said Mortgage, to wit:

The following described real estate situated in Weymouth, Norfolk County, Commonwealth of Massachusetts, bounded and described as follows:
Commencing at a stake on the line of Commercial Street, which state bears North 59° 50' West from the Northwest corner of the underpinnings of the dwelling house formerly of Susan B. Blanchard, and measuring (31.9) feet; thence running by land formerly of Susan Blanchard South 2° 50' West as the stake now stands, (139) feet to land now or formerly of the heirs of Lewis Marden, deceased; thence turning and running North 85° 35' West (24) feet on land now or late of the heirs of Lewis C. Marden, and North 79° 2' West (125) feet on land described above to Commercial Street, there bounded Northwesterly by said Commercial Street (185.5) feet; all of said measurements being more or less. Excepting therefrom any taking for the widening of Commercial Street as evidence in Book 5895 at Page 166.
For title reference see deed recorded prior hereto of the Norfolk County Registry of Deeds.

The premises are to be sold subject to and with the benefit of all easements, restrictions, encroachments, building and zoning laws, liens, unpaid taxes, tax titles, water bills, municipal liens and assessments, rights of tenants and parties in possession, and attorney's fees and costs.

TERMS OF SALE:
A deposit of FIVE THOUSAND DOLLARS AND 00 CENTS ($5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately after the close of the bidding. The balance of the purchase price shall be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check satisfactory to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral announcement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney. The description of the premises contained in said mortgage shall control in the event of an error in this publication. TIME WILL BE OF THE ESSENCE.

Other terms, if any, to be

Foreclosure/Sheriff Sales

announced at the sale.

M&T Bank

Present Holder of said Mortgage,
By Its Attorneys,
ORLANS PC
PO Box 540540
Waltham, MA 02454
Phone: (781) 790-7800
20-003665

#8764537
PL 6/6, 6/13, 6/20/23

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200 and 210 Adams Street f/k/a 200 Adams Street, Quincy

LEGAL NOTICE
NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue, and in execution of the Power of Sale contained in a certain mortgage dated September 28, 2021 given by Adams Manor, LLC to Steven A. Ross, Trustee of QS Lending Trust u/d/t dated January 27, 2020 (recorded in Book 37628, Page 36), said mortgage recorded with the Norfolk County Registry of Deeds in Book 39966, Page 274, and which mortgage the undersigned is the present holder, for breach of the conditions of said mortgage and for the purpose of foreclosing the same, 200 Adams Street and 210 Adams Street will be sold at Public Auction on the **29th day of June 2023**, all and singular the premises described in said mortgage in the following manner:

Parcel One – 200 Adams Street, Quincy, Massachusetts, will be sold at Public Auction at 1:00 P.M. at 200 Adams Street, Quincy, Massachusetts; Parcel Two – 210 Adams Street, Quincy, Massachusetts will be sold at Public Auction at 1:15 P.M. at 210 Adams Street, Quincy, Massachusetts.

To wit:
Property Address: 200 and 210 Adams Street f/k/a 200 Adams Street, Quincy, Massachusetts

Lots 1, 2, & 3 on a Plan of Land Entitled "200 Adams Street, Plan of Land Showing Existing Lots in Quincy, Massachusetts, Norfolk County" dated December 15, 2003 by Gunther Engineering, Inc. said plan being recorded in said Deeds at Plan Book 518 Plan 56.

Being a portion of the premises conveyed by the Mortgagor by foreclosure deed recorded in Book 39725 Page 496.

[Excepting therefrom the land with the buildings thereon situated in Quincy, Norfolk County, Massachusetts, being Lot 3 on a Plan of Land Entitled "Plan of Land in Quincy, Mass., dated June 22, 1962, Ernest W. Brand Inc. Civil Eng's, Approval under Subdivision Control Laws not required, recorded with the Norfolk County Registry of Deeds as Plan No. 747, 1962, in Book 4000, Page 250, and also shown on a plan of land entitled "200 Adams Street, Plan of land Showing Existing Lots in Quincy, Massachusetts, Norfolk County" dated December 15, 2003 by Gunther Engineering, inc. said plan being recorded in said Deeds at Plan Book 518 Plan 56].

Premises to be sold and conveyed subject to and with the benefit of all rights, rights of way, restrictions, easements, covenants, liens or claims in the nature of liens, improvements, public assessments, any and all unpaid taxes, tax titles, tax liens, water and sewer liens and any other municipal assessments or liens and rights of any tenants and parties in possession, if there be any, or existing encumbrances of record which are in force and are applicable, having priority over said mortgage, whether or not reference to such restrictions, easements, improvements, liens or encumbrances is made in the deed. The successful bidder will pay all costs of recording the foreclosure deed and any other foreclosure documents including, without limitation, all state and county excise stamp fees, and shall also be responsible for any Title V inspection and repair requirements.

Terms of sale: A deposit of One Hundred Thousand and 00/100 Dollars ($100,000.00) by certified or bank check will be required to be paid by the purchaser at the time and place of sale for purchase of parcel One or Parcel Two. The balance is to be paid by certified or bank check to Baker, Braverman & Barbadoro, P.C., 300 Crown Colony Drive, Suite 500, Quincy, MA 02169 within thirty (30) days from the date of sale. Deed will be provided to purchaser for recording upon receipt in full of the purchase price. In the event of an error in this publication, the description of the premises contained in

Foreclosure/Sheriff Sales

said mortgage shall control.

Other terms, if any, to be announced at the sale.

Steven A. Ross, Trustee of
QS Lending Trust
u/d/t dated January 27, 2020
Present holder of said mortgage
By his Attorneys,
Baker, Braverman & Barbadoro, P.C.
300 Crown Colony Drive, Suite 500
Quincy, MA 02169

#8900914
PL 6/6, 6/13, 6/20/23

Public Notices

15 Liberty Street, Quincy

LEGAL NOTICE
NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Cloud 9 Cannabis LLC DBA Pinnacle Cannabis will hold a Community Outreach Meeting on June 22, 2023 at 6:30 pm at Morrisette Post located at 81 Liberty Street, Quincy MA 02169 to discuss the proposed siting of an Adult Use Marijuana Retailer at 15 Liberty Street, Quincy MA 02169.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing p.silverman@vicentellp.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing p.silverman@vicentellp.com or asked during the meeting.

#8901023
PL 6/6/23

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37 TROUT BROOK AVE
LEGAL NOTICE
TOWN OF MILTON
CONSERVATION COMMISSION

In accordance with Massachusetts General Laws, Chapter 131, Section 40, and the Town of Milton Wetlands Bylaws, the Milton Conservation Commission will hold a public meeting on Tuesday, June 13, 2023, at 7:30 p.m., in the Large Basement Conference Room, at the Milton Town Office Building, 525 Canton Avenue, Milton, MA 02186, upon which a Notice of Intent filed by Rita Agholor, 37 Trout Brook Avenue, Milton, MA 02186, proposes construction of a rear addition, front entry addition, and rear deck. The Conservation Commission also informs the public that this public hearing may be conducted remotely as a consequence of the current public health emergency. The Applicant and all interested parties are advised to check the town website for additional information. Proposed work being more particularly described in the Notice filed at the DPW Yard, 629 Randolph Avenue, Milton, Massachusetts 02186
John A. Kiernan, Chairperson
Ingrid Beattie
Arthur J. Doyle
Hans P. van Lingen
Wendy Garpow
Todd Hamilton
Thomas Palmer
AD#8901882
PL 06/06/2023

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629 RANDOLPH AVE
LEGAL NOTICE
TOWN OF MILTON
CONSERVATION COMMISSION

In accordance with Massachusetts General Laws, Chapter 131, Section 40, and the Town of Milton Wetlands Bylaws, the Milton Conservation Commission will hold a public meeting on Tuesday, June 13,2023, at 7:30 p.m., in the Large Basement Conference Room, at the Milton Town Office Building, 525 Canton Avenue, Milton, MA 02186, upon which a Notice of Intent filed by The Town of Milton, Department of Public Works, 629 Randolph Avenue, Milton, MA 02186, proposes the Harland Street, Milton, MA 02186, culvert replacement project. The Conservation Commission also informs the public that this public hearing may be conducted remotely as a consequence of the current public health emergency. The Applicant and all interested parties are advised to check the town website for additional information. Proposed work being more particularly described in the Notice filed at the DPW Yard, 629 Randolph Avenue, Milton, Massachusetts 02186
John A. Kiernan, Chairperson
Ingrid Beattie
Arthur J. Doyle
Hans P. van Lingen
Wendy Garpow
Todd Hamilton
Thomas Palmer
AD#8901846
PL 06/06/2023

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Public Notices

BLANCHARD MATTER
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Plymouth Probate and Family Court
52 Obery Street
Suite 1130
Plymouth, MA 02360
(508) 747-6204
Docket No.PL23P1173PM
CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L c. 190B, § 5-304 & § 5-405

In the matter of: **Doris L. Blanchard of Brockton MA**

RESPONDENT
(Person to be Protected/Minor)

To the named Respondent and all other interested persons, a petition has been filed by **Cynthia Ann Barry of Brockton MA** in the above captioned matter alleging that **Doris L. Blanchard** is in need of a Conservator or other protective order and requesting that **Cynthia Ann Barry of Brockton MA** (or some other suitable person) be appointed as Conservator to serve With Surety on the bond.

The petition asks the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 06/26/2023. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.
WITNESS, Hon. Patricia Gorman, First Justice of this Court.
Date: May 26, 2023
Colleen M. Brierley
Register of Probate
AD#8876132
PL 06/06/2023

BOAT SALE
LEGAL NOTICE

Pursuant to M.G.L. c. 255, Section 17, Mattapoisett Boatyard has a lien for boat hauling and storage in the amount of $2,710 on a 27' Bristol sailboat known as "Addatare," last known owner being Dylan Lundgren, 356 York St., Canton, MA 02021. Said vessel will be disposed of, or sold (through public or private sale) at Mattapoisett Boatyard, 52 Marion Rd. in Mattapoisett, Massachusetts on August 30, 2023 at 9:00 am, a date which is at least ninety (90) days from the last of three (3) anticipated consecutive days' legal notice publication in a newspaper of general circulation in the city or town of each owner of record unless we receive a reply indicating an ability to satisfy this debt on or before that date. All inquiries should be directed to Mattapoisett Boatyard at the address above or via telephone at 508-758-3812.

AD#8885450
PL 6/6, 6/7, 6/8/2023

CRIMMINS MATTER
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
Docket No.NO23P1353PM

CITATION GIVING NOTICE OF PETITION FOR APPOINTMENT OF CONSERVATOR OR OTHER PROTECTIVE ORDER PURSUANT TO G.L c. 190B, § 5-304 & § 5-405

In the matter of: **Gerard J. Crimmins of Randolph, MA**

RESPONDENT
(Person to be Protected/Minor)

To the named Respondent and all other interested

Public Notices

persons, a petition has been filed by **Matthew Hesketh, President Good Samaritan of Brockton, MA** in the above captioned matter alleging that Gerard J. Crimmins is in need of a Conservator or other protective order and requesting that **Sara Spooner of Auburn, MA** be appointed as Conservator to serve With Surety on the bond.

The petition asks the court to determine that the Respondent is disabled, that a protective order or appointment of a Conservator is necessary, and that the proposed conservator is appropriate. The petition is on file with this court.

You have the right to object to this proceeding. If you wish to do so, you or your attorney must file a written appearance at this court on or before 10:00 A.M., on the return date of 06/21/2023. This day is NOT a hearing date, but a deadline date by which you have to file the written appearance if you object to the petition. If you fail to file the written appearance by the return date, action may be taken in this matter without further notice to you. In addition to filing the written appearance, you or your attorney must file a written affidavit stating the specific facts and grounds of your objection within 30 days after the return date.

IMPORTANT NOTICE
The outcome of this proceeding may limit or completely take away the above-named person's right to make decisions about personal affairs or financial affairs or both. The above-named person has the right to ask for a lawyer. Anyone may make this request on behalf of the above-named person. If the above-named person cannot afford a lawyer, one may be appointed at State expense.
WITNESS, Hon. Patricia Gorman, First Justice of this Court.
Date: May 19, 2023
Colleen M. Brierley
Register of Probate
AD#8874838
PL 06/06/2023

URQUHART ESTATE
LEGAL NOTICE
Commonwealth of Massachusetts
The Trial Court
Norfolk Probate and Family Court
35 Shawmut Road
Canton, MA 02021
(781) 830-1200
Docket No.NO23P1201EA
INFORMAL PROBATE PUBLICATION NOTICE

Estate of: Margaret Urquhart
Also known as: Margaret M. Urquhart
Date of Death: 02/19/2023

To all persons interested in the above-captioned estate, by Petition of Petitioner **Daniel Erickson of Portsmouth RI** a Will has been admitted to informal probate. **Daniel Erickson of Portsmouth RI** has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration. Interested parties are entitled to petition the Court to institute formal proceedings and to obtain orders terminating or restricting the powers of Personal Representatives appointed under informal procedure. A copy of the Petition and Will, if any, can be obtained from the Petitioner.
AD#8877057
PL 06/06/2023

Homes

Attachment C

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Cloud 9 Cannabis LLC DBA Pinnacle Cannabis will hold a Community Outreach Meeting on June 22, 2023 at 6:30 pm at Morrisette Post located at 81 Liberty Street, Quincy MA 02169 to discuss the proposed siting of an Adult Use Marijuana Retailer at 15 Liberty Street, Quincy MA 02169.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing p.silverman@vicentellp.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing p.silverman@vicentellp.com or asked during the meeting.

Attachment C

Attachment C

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Attachment B

From:	Bridgette Nikisher
To:	ncrispo@quincyma.gov
Subject:	Notice of Public Meeting
Date:	Tuesday, June 13, 2023 4:40:00 PM
Attachments:	Cloud 9 Cannabis LLC DBA Pinnacle Cannabis - Community Outreach Notice.pdf image001.png

---

Hi,

I hope this email finds you well. Attached, please find a notice of public meeting. Should additional information be required, please don't hesitate to ask.

I would be appreciative if you are able to kindly confirm receipt.

Thank you!

Bridgette Nikisher
Strategic Affairs Specialist
she / her / hers

Cell: 914-483-8836
Office: 917-398-0685
B.Nikisher@VicenteLLP.com

Vicente.

1115 Broadway, Suite 1218
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Attachment B

NOTICE OF COMMUNITY OUTREACH MEETING

Notice is hereby given that Cloud 9 Cannabis LLC DBA Pinnacle Cannabis will hold a Community Outreach Meeting on June 22, 2023 at 6:30 pm at Morrisette Post located at 81 Liberty Street, Quincy MA 02169 to discuss the proposed siting of an Adult Use Marijuana Retailer at 15 Liberty Street, Quincy MA 02169.

A copy of the meeting presentation will be made available at least 24 hours prior to the meeting by emailing p.silverman@vicentellp.com. Interested members of the community will have the opportunity to ask questions and receive answers from company representatives about the proposed facility and operations. Questions can be submitted in advance by emailing p.silverman@vicentellp.com or asked during the meeting.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. 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(2) and 501.400(2).

Attestation

I, the below indicated authorized representative of that the applicant, attest that the applicant has complied with the Community Outreach Meeting requirements of 935 CMR 500.101 and/or 935 CMR 501.101 as outlined below:

1. The Community Outreach Meeting was held on the following date(s): 6/22/23

2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.

3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).

4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."

    a. Date of publication: 6/6/23

    b. Name of publication: Patriot Ledger

5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."

    a. Date notice filed: 6/13/23

6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.

    a. Date notice(s) mailed: 6/9/2023

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
    a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
    d. A plan by the ME or MTC to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.

Name of applicant:

Cloud 9 Cannabis LLC DBA Pinnacle Cannabis

Name of applicant's authorized representative:

David Lang

Signature of applicant's authorized representative:

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. 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(2) and 501.400(2).

Certification

The parties listed below do certify that the applicant and municipality have executed a host community agreement on the specified date below pursuant to G.L. c. 94G § 3(d):

1. Name of applicant:

   Cloud 9 Cannabis LLC d/b/a Pinnacle Cannabis

2. Name of applicant's authorized representative:

   David Lang

3. Signature of applicant's authorized representative:

4. Name of municipality:

   City of Quincy

5. Name of municipality's contracting authority or authorized representative:

   Mayor Thomas P. Koch

6. Signature of municipality's contracting authority or authorized representative:

7. Email address of contracting authority or authorized representative of the municipality *(this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).)*:

   mayorkoch@quincyma.gov

8. Host community agreement execution date:

   8/1/23

CLOUD 9 CANNABIS, LLC, HOST COMMUNITY AGREEMENT FOR THE SITING OF A RECREATIONAL MARIJUANA ESTABLISHMENT IN THE CITY OF QUINCY

This Host Community Agreement (the **"Agreement"**) is entered into this 1st Day of August, 2023 (the **"Effective Date"**) by and between the City of Quincy, Massachusetts, acting by and through its Mayor, with a principal address of 1305 Hancock St., Quincy, MA 02169 (hereinafter the **"Municipality"**) and Cloud 9 Cannabis, LLC d/b/a Pinnacle Cannabis ("Cloud 9"), with a principal office address of 288 Grove Street, Braintree, MA 02184 (hereinafter **"Company"**) (Municipality and Company, collectively the **"Parties"**).

RECITALS

WHEREAS, Company intends to locate a licensed Recreational Marijuana Establishment **("RME")** at 15 Liberty Street for the retail sale of marijuana in accordance with the laws of the Commonwealth of Massachusetts **("MA Law")**, the Cannabis Control Commission **("Licensing Authority")** and those of the Municipality **("Local Law")**;

WHEREAS, Company desires to provide community impact fee payments to the Municipality pursuant to M.G.L. c. 94G, § 3(d) in order to address any reasonable costs imposed upon the Municipality by Company's operations in the Municipality; and

WHEREAS, the Municipality supports Company's intention to operate a RME for the retail sale of marijuana for adult-use in the Municipality.

Now THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for the mutual promises set forth below, the parties agree as follows:

AGREEMENT

1. **RME Related Payments.**

    a. In the event that Company obtains a license, or its equivalent, for the operation of a RME in the Municipality from the CCC, and receives all necessary approvals from the Municipality to operate a RME, the Company agrees to the following:
    b. The Company shall make annual payments to the Municipality of three percent (3%) of the gross sales of recreational marijuana and recreational marijuana products (collectively **"Recreational Marijuana"**) at the Facility (the **"RME Payment"**).
    c. The initial RME Payment shall be due on the first day of the fourteenth (14th) month following the date that the Company begins retail sales of Recreational Marijuana in the Municipality (the **"Initial RME Payment"**).
    d. Subsequent RME Payments shall be due on each anniversary date of the Initial RME Payment for the term of the Agreement.

2. **Term and Termination.** The Term of this Agreement shall be five (5) years from the Effective Date (the **"Term").** This Agreement shall automatically terminate at the end of the Term. In the event Company ceases all operations in the Municipality, this Agreement shall become null and void. In the event Company loses or has its license(s), approvals, and/or permits to operate in the Municipality revoked by the relevant Licensing Authority or the Municipality, this Agreement shall become null and void. The Municipality may terminate this Agreement at any time during the Term of this Agreement. The Company shall not be required to cease operations following the termination of this Agreement. The Parties may agree to renegotiate or renew this Agreement prior to the end of the Term.

3. **Payments.** The Company shall make the payments to the Municipality as set forth in Section 1 of this Agreement. While the Municipality has the sole discretion for determining how to spend the RME Payment(s) (the **"Payments"),** the Municipality understands and acknowledges that, as required by M.G.L. c. 94G, § 3(d), the Payments shall be reasonably related to the costs imposed upon the Municipality by Company's operation of a RME in the Municipality. Furthermore, the Municipality understands and acknowledges that, pursuant to M.G.L. c. 94G, § 3(d), any cost to the Municipality imposed by Company's operation of a RME in the Municipality shall be documented and considered a public record pursuant to MA Law.

4. **Acknowledgements.** The Municipality understands and acknowledges that Payments due pursuant to this Agreement are contingent upon the Company's receipt of all state and local approvals to operate a RME in the Municipality.

5. **Review.** During the Term of this Agreement, the Municipality and the Company will review the Payments every twelve (12) months to ensure that the Payments are reasonably related to the costs imposed upon the Municipality by Company's operation of the RME in the Municipality (the **"Annual Review").** In the event the Annual Review finds that the Payments are not reasonably related to the costs imposed upon by the Municipality by Company's operation of the RME in the Municipality, the Parties agree to adjust the Payments to reflect the costs accordingly.

6. **Local Taxes.** At all times during the Term of this Agreement, property, both real and personal, owned or operated by Company shall be treated as taxable, and all applicable real estate and personal property taxes for that property shall be paid either directly by Company or by its landlord, and neither Company nor its landlord shall object or otherwise challenge the taxability of such property.

7. **Community Support and Additional Obligations.**

   a. Local Vendors - to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to qualified local businesses and vendors in the provision of goods and services called for in the construction, maintenance and continued operation of the Facility.

b. Local Employment - except for senior management, and to the extent such practice and its implementation are consistent with federal, state, and municipal laws and regulations, Company shall use good faith efforts in a legal and non-discriminatory manner to give priority to hire qualified residents of the Municipality as employees of the Facility.

c. The Company shall, if requested, provide the Municipality with copies of all reports submitted to the Licensing Authority regarding Company's operations at the Facility.

d. The Company will work cooperatively with all necessary municipal departments, boards, commissions, and agencies ensure that Company's operations are compliant with all of the Municipality's codes, rules, and regulations.

8. **Support.** The Municipality agrees to submit to the required Licensing Authority all documentation and information required by the Licensing Authority from the Municipality for the Company to obtain approval to operate a RME at the Facility. The Municipality agrees to support Company's application(s) for a RME with the Licensing Authority but makes no representation or promise that it will act on any other license or permit request in any particular way other than by the Municipality's normal and regular course of conduct and in accordance with their codes, rules, and regulations and any statutory guidelines governing them.

9. **Security**. Company shall maintain security at the Facility in accordance with a security plan presented to the Municipality and approved by the Licensing Authority. In addition, Company shall at all times comply with MA Law and Local Law regarding security of the Facility. Company shall work cooperatively with the Municipality's police department to develop and perfect security plans.

10. **Governing Law.** This Agreement shall be governed and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, without regard to the principals of conflicts of law thereof. The Parties expressly waive any defense to enforcement based upon nonconformance with federal law regarding the illegality of marijuana.

11. **Amendments/Waiver.** Amendments or waivers of any term, condition, covenant, duty or obligation contained in this Agreement may be made only by written amendment executed by all Parties, prior to the effective date of the amendment.

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

13. **Successors/Assigns.** This Agreement is binding upon the Parties hereto, their successors, assigns and legal representatives. The Municipality shall not assign or transfer any interest or obligations in this Agreement without the prior written consent of the Company, which shall not be unreasonably delayed, conditioned, or withheld. The Company shall not assign or transfer any interest or obligation in this Agreement without the prior written consent of the Municipality, which shall not be unreasonably delayed, conditioned, or withheld.

14. **Entire Agreement.** This Agreement constitutes the entire integrated agreement between the Parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiations and representations, either written or oral, and it shall not be modified or amended except by a written document executed by the Parties hereto.

15. **Notices.** Except as otherwise provided herein, any notices given under this Agreement shall be addressed as follows:

    To the Municipality:

    The Honorable Thomas P. Koch, Mayor of the City of Quincy City Hall
    1305 Hancock Street
    Quincy, MA 02169

    To the Company:

    Cloud 9 Cannabis LLC
    288 Grove Street, Ste. 128
    Braintree, MA 02184

Notice shall be deemed given (a) two (2) business days after the date when it is deposited with the U.S. Post Office, if sent by first class or certified mail, (b) one (1) business day after the date when it is deposited with an overnight courier, if next business day delivery is required, (c) upon the date personal delivery is made, or (d) upon the date when it is sent by facsimile, if the sender receives a facsimile report confirming such delivery has been successful and the sender mails a copy of such notice to the other party by U.S.
first-class mail on such date. The Parties may also agree to receive notices by email if such agreement is made in advance by an exchange of emails between the Parties. If by email, notice shall be deemed given one (1) business day after the date when it is sent and the sender retains a copy of the "sent" mail with a header indicating the time and date of such sending.

*** * * SIGNATURE PAGE FOLLOWS * * ***

IN WITNESS WHEREOF, the Parties hereto have duly executed this Host Community Agreement on the date set forth above.

CITY OF QUINCY MASSACHUSETTS

Title: Mayor, City of Quincy

CLOUD 9 CANNABIS LLC

Name: David Lang
Title: Managing Member

Plan to Remain Compliant with Local Zoning for Marijuana Establishments - Quincy, MA

Objective: Ensure that Cloud 9 Cannabis LLC operates in full compliance with the local zoning regulations for marijuana establishments as outlined in Quincy, MA bylaws.

1. Location and Zoning Districts:
    - Ensure our establishment is located only in the districts specified in the Zoning Bylaw.
    - Maintain a distance of at least 500 feet from any pre-existing public or private school.
    - Ensure all operations are conducted inside a building, without any drive-through services.
2. Operational Hours:
    - Adhere to the hours of operation set by the Select Board.
    - Ensure that the establishment is not open between the hours of 11:00 p.m. and 8:00 a.m.
3. Special Permit:
    - Obtain and maintain a special permit from the Planning Board, which is the Special Permit Granting Authority for all marijuana establishments.
4. Application Process:
    - Regularly review and ensure that all application requirements, including site plans, security measures, and proof of compliance with state regulations, are up-to-date and submitted as needed.
5. Design and Operational Standards:
    - Design the establishment to minimize visibility of the interior from the public way.
    - Install and maintain ventilation systems to prevent marijuana odors from being detected outside the building.
    - Provide the Police Department, Fire Department, Building Commissioner, and the Special Permit Granting Authority with updated names, phone numbers, and email addresses of all management staff and keyholders.
6. Security Measures:
    - Implement and regularly review security measures to deter and prevent unauthorized entrance into areas containing marijuana and to prevent theft.
    - Ensure that security measures are in line with both local and state requirements.
7. Regular Inspections:
    - Cooperate with unannounced, unscheduled inspections by the Building Commissioner.
    - Ensure that all areas occupied by the establishment are accessible and compliant during inspections.
8. Ceasing Operations:

    - In the event of ceasing operations for more than one year or having the state license revoked, ensure the removal of all material, plants, equipment, and other paraphernalia related to the marijuana establishment.
9. Penalties and Violations:
    - Stay informed about any changes in the regulations to avoid any violations.
    - In the case of any violations, address them immediately to avoid fines and ensure continued compliance.
10. Continuous Review:
    - Regularly review the local zoning regulations to ensure ongoing compliance and make necessary adjustments to operations as regulations evolve.
    - By adhering to this plan, Cloud 9 Cannabis LLC commits to operating in full compliance with the local zoning regulations for marijuana establishments in the area. We understand the importance of these regulations in ensuring the safety and well-being of the community and are dedicated to upholding these standards.

David Lang .

David Lang, Owner
Cloud 9 Cannabis LLC
Date: 9/19/23

Cloud 9 Cannabis dba Pinnacle Cannabis Positive Impact Plan

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 requires Licensed Marijuana Establishments to, "*...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.*"

The Commission has identified the groups Positive Impact Plans are intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- **Commission-designated Social Equity Program participants;**
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**

Programs:

1. Hire 100% of staff who are residents of ADIs Quincy or Braintree. We have a network of connections in Braintree/Quincy and will seek staff through word of mouth. Additionally, we will post a hiring ad on Indeed.com and focus the ad entirely on Quincy and Braintree residents, with priority for interviewing residents.
2. Engagement with local third-party contractors which may be performed through searching for professions such as builders, painters, tradespeople, cleaning companies, landscape/maintenance companies, banking, etc. that are based in, or whose owners are residents of Quincy or Braintree.
3. Engage with wholesale suppliers who operate in ADIs, by, for example, buying licensed cannabis products from companies operating in Holyoke and Worcester. Suppliers must retain employees from ADIs to be included in our plan.

Goals:

1. 100% of our employees are residents of either Braintree and Quincy, the two closest ADIs
2. When seeking local partners or contractors, we have a goal of working with a minimum of 2 third-parties who reside in or operate out of ADIs Quincy or Braintree.
3. Execute wholesale contracts with licensed cannabis companies operating in ADIs, who have employees from ADIs

Measurements and Metrics:

1. How many staff were hired and what percentage are verifiable residents of ADIs Braintree or Quincy?

2. Did we hire or engage with any businesses or contractors from Quincy, Braintree (or whose owners are residents) and is the total number of local businesses with which we engaged two or higher?
3. Have we executed wholesale contracts with companies operating in ADIs such as Holyoke and Worcester or locally in Braintree and Quincy and do they have employees from ADIs?

Acknowledgments

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

No actions taken, or programs instituted by the applicant will violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.

We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.

We attest we will not provide any of our Positive Impact Plan program resources to Independent Testing Laboratories.

Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0289506080
Notice Date: August 10, 2023
Case ID: 0-002-141-526

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

CLOUD 9 CANNABIS LLC
288 GROVE ST
BRAINTREE MA 02184-7209

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, CLOUD 9 CANNABIS 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) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

William Francis Galvin
Secretary of the
Commonwealth

September 12, 2023

TO WHOM IT MAY CONCERN:

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

CLOUD 9 CANNABIS LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **November 18, 2022.**

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; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; 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: **DAVID LANG**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **DAVID LANG**

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:CFM

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Resident Agent/Resident Office
(General Laws, Chapter 156C, Section 5A and Section 51)

Exact name of limited liability company: CLOUD 9 CANNABIS LLC

Current resident agent name:

Current resident agent office address: 288 GROVE ST. SUITE 128 , BRAINTREE , MA 02184

New resident agent office address in the commonwealth and the name of the appointed resident agent at that office:
(The company may not appoint itself resident agent. Resident agent may be an individual or a different business entity.)

Name: DAVID LANG
No. and Street: 288 GROVE ST.
SUITE 128
City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

The street address of the resident office of the limited liability company and the business address of the resident agent are identical as required by General Laws, Chapter 156C, Section 51 and GL. Chapter 156D Section 15.08.

Consent of resident agent:
I, DAVID LANG , consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 5A and Section 51.

This statement is effective at the time and on the date approved by the Division.

SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of May, 2023,
DAVID LANG **, Signature of Authorized Signatory.**

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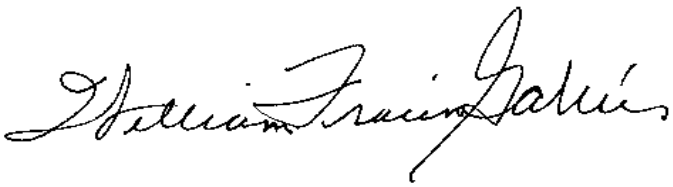
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

May 31, 2023 04:57 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Certificate of Amendment
(General Laws, Chapter)

Identification Number: 001619586

The date of filing of the original certificate of organization: 11/18/2022

1.a. Exact name of the limited liability company: **CLOUD 9 CANNABIS LLC**

1.b. The exact name of the limited liability company *as amended*, is: **CLOUD 9 CANNABIS LLC**

2a. Location of its principal office:
No. and Street: 288 GROVE STREET
SUITE 128
City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

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

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:
Name:
No. and Street: 288 GROVE ST.
SUITE 128
City or Town: BRAINTREE State: MA Zip: 02184 Country: USA

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	DAVID LANG	288 GROVE ST BRAINTREE, MA 02184 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
SOC SIGNATORY	DAVID LANG	288 GROVE ST BRAINTREE, MA 02184 USA

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
REAL PROPERTY	DAVID LANG	288 GROVE STREET BRAINTREE, MA 02184 USA

9. Additional matters:

10. State the amendments to the certificate:
AUTHORIZED PERSON CHANGED TO DAVID LANG.

11. The amendment certificate shall be effective when filed unless a later effective date is specified:

SIGNED UNDER THE PENALTIES OF PERJURY, this 31 Day of May, 2023,
DAVID LANG **, Signature of Authorized Signatory.**

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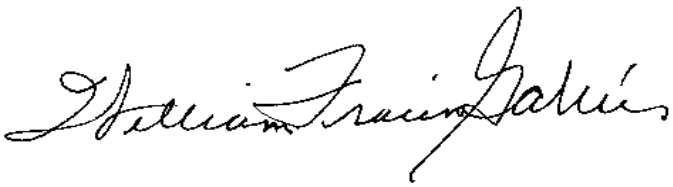
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

May 31, 2023 10:14 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

The Commonwealth of Massachusetts, William Francis Galvin

Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Amendment

(General Laws, Chapter 156C, Section 13) Filing Fee: $100.00

Identification Number: 001619586

1.a. Exact name of the limited liability company: CLOUD 9 CANNABIS LLC

☐ Check if amending entity name

1.b. The exact name of the limited liability company as amended, is:

CLOUD 9 CANNABIS LLC

1.c. The date of filing of the original certificate of organization:

11/18/2022

2. Address in the Commonwealth where the records will be maintained:

Number and street: 803 HANCOCK ST

Address 2:

City or town: QUINCY State: MA Zip code: 02170

Country: UNITED STATES

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

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. Name and address of the Resident Agent:

Agent name: DAVID LANG

Number and street: 288 GROVE ST.

Address 2: SUITE 128

City or town: BRAINTREE State: MA Zip code: 02184

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

Title	Name	Address
MANAGER	DAVID LANG	803 HANCOCK ST QUINCY, MA 02170 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	Name	Address
SOC SIGNATORY	DAVID LANG	803 HANCOCK ST QUINCY, MA 02170 USA

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	Name	Address
REAL PROPERTY	DAVID LANG	803 HANCOCK ST QUINCY, MA 02170 USA

9. Additional matters:

10. State the amendments to the certificate:

ADDRESS CHANGES TO NUMBER 2, 6,7,8

11. The amended certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy): Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 27 Day of October, 2023,

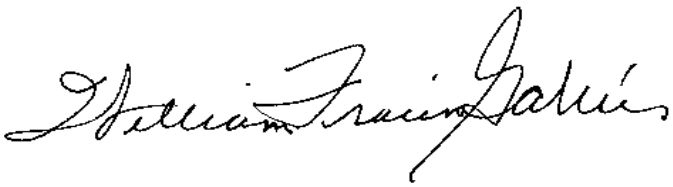
DAVID LANG

, Signature of Authorized Signatory.

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:

October 27, 2023 09:48 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

LIMITED LIABILITY COMPANY OPERATING AGREEMENT

FOR

CLOUD 9 CANNABIS LLC

A Single Member Limited Liability Company

ARTICLE I
Company Formation

1.1 **FORMATION**. The Member hereby does form a Limited Liability Company ("Company") subject to the provisions of the Limited Liability Company Act as currently in effect as of this date. Certificate of Organization has been filed with the Secretary of State.

1.2 **NAME**. The name of the Company shall be:

CLOUD 9 CANNABIS LLC

1.3 **REGISTERED AGENT**. The name and location of the registered agent of the Company shall be:

David Lang, 803 Hancock St., Quincy, MA 02170.

1.4 **TERM**. The Company shall continue for a perpetual period unless,

(a) The Member votes for dissolution; or

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

(c) Any other event causing dissolution of this Limited Liability Company under the laws of the Commonwealth of Massachusetts.

1.5 **CONTINUANCE OF COMPANY**. Notwithstanding the provisions of ARTICLE 1.4, in the event of an occurrence described in ARTICLE 1.4(c), if there is at least one remaining Member, said remaining Member shall have the right to continue the business of the Company. Such right can be exercised by the written vote of the remaining Member within ninety (90) days after the occurrence of an event described in ARTICLE 1.4(c). If not so exercised, the right of the Member to continue the business of the Company may expire if that member desires.

1.6 **BUSINESS PURPOSE**. The purpose of the Company is:

TO APPLY FOR LICENSES FROM THE CANNABIS CONTROL COMMISSION AND FOR ANY OTHER PURPOSES WHICH ARE PERMITTED BY LAW.

1.7 **PRINCIPAL PLACE OF BUSINESS**. The location of the principal place of business of the Company shall be:

803 Hancock St., Quincy, MA 02170

The principal place of business may be changed to a location the Member may select. The Member may also choose to store company documents at any address the Member chooses.

1.8 **MEMBER**. The name and place of residence of the member are contained in Exhibit 1 attached to this Agreement.

1.9 **ADMISSION OF ADDITIONAL MEMBERS**. Except as otherwise expressly provided in the Agreement, additional members may be admitted to the Company through issuance by the company of a new interest in the Company or a sale of current a percent of current Member's interest.

ARTICLE II
Capital Contributions

2.1 **INITIAL CONTRIBUTIONS**. The Member initially shall contribute to the Company capital as described in Exhibit 2 attached to this Agreement. The total value of such property and cash is set forth in Exhibit 2.

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 as set forth in Exhibit 2 as amended from time to time in accordance with Treasury Regulation 1.704-1.

3.2 **DISTRIBUTIONS**. The Member shall determine and distribute available funds annually or at more frequent intervals as the Member sees 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 Member. 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-l(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-l(b)(2)(ii)(d).

3.3 **C CORPORATION ELECTION.** The Member may elect to be treated as a C corporation at any time to keep the profits of the LLC at the company level and not be forced to distribute profits to the Member.

ARTICLE IV
Management

4.1 **MANAGEMENT OF THE BUSINESS**. The management of the business is vested in the Member.

4.2 **MEMBER**. The liability of the Member shall be limited as provided pursuant to applicable law. The Member is in control, management, direction, and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a LLC company bank account.

4.3 **POWERS OF THE MEMBER**. The Member is authorized on the Company's behalf to make all decisions in accordance with ARTICLE 4.2 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 pre-payment, 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 its management powers, the Member is 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.

4.7 **NOMINEE**. Title to the Company's assets shall be held in the Company's name or in the name of any nominee that the Member may designate. The Member 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.

4.8 **COMPANY INFORMATION**. Upon request, the Chief Executive Member 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 Chief Executive Member's possession regarding the Company or its activities.

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

4.10 **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 Member acted in good faith and in a manner he/she 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 "nolo 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/she 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.

4.11 **RECORDS**. The Member shall cause the Company to keep at its principal place of business or other location the following:

(a) A copy of the Certificate of Formation and the Company Operating Agreement and all amendments;

(b) Copies of the Company's federal, state and local income tax returns and reports, if any, for the three most recent years;

(c) Copies of any financial statements of the limited liability company for the three most recent years.

ARTICLE V
Compensation

5.1 **MANAGEMENT FEE**. Any Member rendering services to the Company shall be entitled to compensation commensurate with the value of such services.

5.2 **REIMBURSEMENT**. The Company shall reimburse the Member for all direct out-of-pocket expenses incurred by the Member in managing the Company.

ARTICLE VI
Bookkeeping

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

6.2 **MEMBER'S ACCOUNTS**. The Member 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-l(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 Member 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**. According to the appropriate Court, should the Member have a creditor with a judgment that was issued an assignment of the membership interest, the creditor shall only obtain an assignment of the membership interest, not the actual transfer of Membership in the LLC. The new assignee does not have any rights of the Member or have the ability to be involved in management of the LLC or the right to dissolve the LLC. The new assignee is only granted rights of the distributions of the Member's interests, if the Member decides to distribute at all, not the rights of membership. The assignee must release the Member's interests back to Member upon payment of the judgment in accordance with the appropriate Court.

ARTICLE VIII
Dissolution

8.1 **DISSOLUTION.** The Member may dissolve the LLC at any time. The Member may NOT dissolve the LLC for a loss of membership interests. Upon dissolution the LLC must pay its debts first before distributing cash, assets, and/or initial capital to the Member or the Members interests.

This Operating Agreement is entered into and shall become effective as of the Effective Date by and among the Company and the person executing this Agreement as Member. It is the Member's express intention to create a limited liability company in accordance with applicable law, as currently written or subsequently amended or redrafted.

The undersigned hereby agree, acknowledge, and certify that the foregoing operating agreement is adopted and approved by the member, the agreement constitutes, together with Exhibit 1 and Exhibit 2, the Operating Agreement of **CLOUD 9 CANNABIS LLC**, adopted by the member as of the Effective Date of October 27, 2023.

Member:

David Lang

Percent: 100%

EXHIBIT 1

LISTING OF MEMBERS

As of October 27, 2023, the following is a list of Members of the Company:

David Lang, 803 Hancock St., Quincy, MA 02170 **Percent** :100%

EXHIBIT 2

CAPITAL CONTRIBUTIONS

Pursuant to ARTICLE 2, the Member's initial contribution to the Company capital is stated to be $100.00. The description and each individual portion of this initial contribution are as follows:

David Lang, 803 Hancock St., Quincy, MA 02170 $100.00

Cloud 9 Cannabis LLC
Plan for Obtaining Liability Insurance

Overview

We are in discussions with insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

1. Once the company receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
    a. The company will obtain and maintain general liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually, and product liability insurance coverage for no less than $1,000,000 per occurrence and $2,000,000 in aggregate, annually.
    b. The deductible for each policy will be no higher than $5,000 per occurrence.
2. The company will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

Cloud 9 Cannabis LLC Dba Pinnacle Cannabis: Business Plan

Executive Summary

Cloud 9 Cannabis LLC DBA Pinnacle Cannabis is a limited liability corporation formed in the Commonwealth of Massachusetts to develop a Quincy, MA site for cannabis retail in a bustling retail hub at 15 Liberty St. Quincy, MA.

The Company's objective is a two phase approach. First is to obtain a Provisional license for retail cannabis sales from the Cannabis Control Commission. Upon the granting of a Provisional license, phase two will be to pitch the project to potential investors as a business opportunity for operating or partnering on a licensed cannabis retail. At that time, formal changes would be made to the operating agreement, ownership and control to reflect the phase two progress.

Core Values: Service and Community:

Integrity Our company will maintain the highest level of compliance with regulations and requirements for provisional licensure.
Entrepreneurship We seek to leverage the value of a provisional license to secure private funding to either operate or sell the license to a potential operator.

Cannabis Marketplace

In 2008 Massachusetts voters decriminalized the possession of small amounts of cannabis and in 2012 Massachusetts legalized medical cannabis. In November 2016, Massachusetts voters approved a ballot initiative legalizing the recreational use of cannabis for adults 21 years of age and older.

The larger legal cannabis market in North America generated nearly $30 billion in 2020 and is estimated to grow to $50 billion by the end of 2023. In March of 2023, the burgeoning cannabis industry in Massachusetts alone surpassed the $4 billion mark in sales since legalization. The sales revenue was derived from the sale of

nearly 100,000 different products. On that $4 billion the Commonwealth reaped more than $800,000,000 in tax revenue from a 6.25% sales tax, a 10.75% excise tax, a 3% municipal tax, and a controversial local impact fee option for cities and towns, up to 3% of gross sales.

One of the secondary markets in the hyper regulated market is the supply and demand of licensed entities sought by cash flush and time poor investors. We feel this business opportunity of securing this location and licensing it will provide a high return on investment.

Customer Safety and Site Security

The facility will be attractive to investors as a new build. Security planning shall incorporate physical security elements, electronic security systems, security staffing, and procedures to provide a secure environment that will deter and prevent unauthorized entrance into areas containing cannabis and the theft or diversion of cannabis products from the facility. The focus of the security measures will be to protect the facility, staff, customers, and the host community. Pinnacle will contract with a professional security and alarm company to design, implement, and monitor a comprehensive security plan to ensure that the facility is a safe and secure environment for employees and the local community.

At a minimum, the security plan will detail a system that consists of alarms on all points of entry including windows, as well as duress, panic, and holdup alarms connected to local law enforcement for efficient notification and response in the event of a security threat. A redundant system will be installed to ensure security coverage at all times. The system will also include a failure notification feature that will immediately alert a designated management employee if a system failure occurs.

Customers, once Pinnacle is operational, will be limited to one ounce of cannabis or five grams of cannabis concentrates per visit. The Company will provide a full selection of cannabis products including flower, edibles, concentrates, vaporizers, topicals, and accessories. All customer purchases will be placed in opaque packaging to conceal the contents as they exit.

Operations and Management

We are currently a single member LLC seeking to leverage a Provisional License. Through securing an ideal location, permits, and license, we believe our license model is agile and attractive. Thus a management partnership for this ideally located retail is the most efficient model for our current circumstances. The following positions will be filled, under advisement from the consultants or investors in the licensed entity at phase two, with qualified candidates prior to the commencement of operations:

- Retail Manager
- Inventory Manager

- Assistant Retail Manager
- Retail Associates
- Inventory Associates

Pinnacle can be managed by the consulting and management team, who will report to the owner. The management team will ensure compliance with all state and local regulations governing the cannabis industry. This team is responsible for operations, auditing, implementing, revising Pinnacle policies and procedures on a regular basis, as well as identifying and implementing new technologies and methodologies to improve operations. They are expected to work toward constant improvement of the non-management teams' knowledge base, including safety awareness, knowledge of hazards, OSHA, food safety, company standards and quality control, as well as regulatory guidelines.

Products

The model for Cloud 9 is a two-phase strategy. Product #1 is the licensed entity and ideal location with completed permits. When a partnership or investors are assured, the strategy will shift to phase #2; a retail model with a line of cannabis products.

Marketing

For the purposes of our two-phase strategy, marketing of an available, licensed retail entity in this ideal, well-trafficked location will occur on 420Properties.com and other cannabis business websites as well as through the ancillary professionals who serve the industry in MA. Consultants, law firms, other operators, and venture capitalists will be marketed to, to demonstrate the potential earnings of this site. We believe our investment in Phase 1 will garner a 10x ROI.

Financials

Cloud 9 has had to shift strategy and will engage in a two-phase plan. Phase one is to achieve a provisional license on the location as a single-person LLC and phase two will be to secure private investment to purchase the entity and license or to partner with an operator to see the project to operations. Phase one needs minimal capital; enough to cover the application fee, secure a surety bond, and incidental items.

Based on the funds available to the Company and the projected capital and operating expenses necessary to secure a Provisional license, Cloud 9 is strongly positioned to successfully execute its business and operation plans for phase one. Phase 2 will be addressed post-licensure. Although the peak license and entity sales market has passed, we anticipate a license and entity sale or partnership for this location in the mid to high six figures. A sale of $500,000 for this provisionally licensed and permitted location would be a significant ROI.

Projections for Phase two to operations:

We calculate revenue of an operation retail at this location based on a $82 average sale per customer, roughly 20 customers per hour, open 365 days a year.

Projected Revenue	Yr 1	Yr 2	Yr 3
Sales	$6,000,000	6,900,000 (+15%)	7,935,000
Expenses	$1,500,000	1,725,000 (+5%)	1,983,750
Tax	$3,000,000	$3,450,000	3,967,500
Impact fee, town	$50,000	$50,000	$50,000
Net	1,450,000	1,675,000	1,933,750

Maintaining Financial Records

The Company shall comply with all regulations for Record Keeping as outlined in 935 CMR 500.105, and all records of the Establishment shall be maintained and made available for inspection upon request by the Commission, other lawful regulatory agency, or authorized third-party auditors.

The Company shall maintain books, financial records, and other compilations of data pertaining to all financial transactions of the establishment in accordance with standard accounting practices and all applicable State regulations. Written records shall be kept on file and backed up electronically on-site and to cloud storage in accordance with the Company Record Keeping Procedures.

The following business records shall be maintained:

- Assets and liabilities
- Monetary transactions
- Books of accounts
- Sales records, and
- Salary and wages paid to each employee.

All required records shall be kept for a period of at least seven (7) years and made available upon request by the CCC, DOR, other lawful regulatory agency, or any authorized independent financial auditor. Following closure of the Establishment, all records shall be kept for at least two years at the expense of the Company and in a form and location acceptable to the Commission.

RECORDING SALES: The Company will utilize a computerized Point Of Sale system approved by the Commission and DOR, and which is compatible with the Establishment's third-party inventory tracking software that allows for real-time interface with the State METRC monitoring system for all seed-to-sale tracking. The Company will make available all equipment and software for inspection by the Commission and/or DOR for the purposes of ensuring compliance with all MA laws and regulations.

The Company shall not utilize any software or other methods for the purpose of manipulating or altering sales data, and shall conduct monthly analysis of all equipment and sales data to determine that no software has been installed that could be used to manipulate or alter sales data and that no other methodology has been utilized to alter sales data. Records of all monthly analysis shall be maintained in accordance with Company Record Keeping Protocol and made available to the Commission upon request.

In the event that software has been installed, or any other methodology has been implemented, for the purposes of manipulating or altering sales data, the Commission shall be immediately notified and the Company will cooperate with the Commission and any other

agency in any subsequent investigation(s) and/or take any other such action as directed by the Commission to comply with 935 CMR 500.105.
All records related to the Retail Sales of the establishment shall be kept in accordance with the Company Record Keeping Protocol and in full compliance with 830 CMR 62C.25.1 Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. All records shall be made available to the Commission and/or DOR upon request.

Handling of Confidential Information: The Company will implement protocol to protect confidential information for all company personnel and customers that complies with all State laws and regulations. These protocols include but may not be limited to:

1. Control Access: Digital information containing sensitive data will be protected by secure password, firewall, and encryption.
2. Lockable Document Storage: All paper files and documents containing sensitive information shall be securely stored in lockable storage cabinets within the Company corporate headquarters.
3. Document Shredding: Any documents containing sensitive information that are no longer needed on-file within the establishment shall be shredded and disposed of.
4. Employee Training: All Company employees shall receive sufficient training on maintaining data confidentiality regarding both fellow employees and customers

1. **Environmental Policies and Procedures** -
    a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
        i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
        ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
        iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
        iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
        v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

    b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).

    c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.

    d. We will adhere to the following minimum energy efficiency and equipment standards;
        i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

ii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.

iii. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).

iv. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

1. Detailed Description of Qualification and Intended Trainings for Agents

1.1. Store Job Classifications and Requirements:

1.1.1. All employees must be trained on their job-specific duties prior to performing their job functions.

1.1.1.1.1. All employees must receive a minimum of eight (8) hours job-specific training each year.

1.1.1.1.2. All current owners, managers, and employees must complete the Responsible Vendor Program as soon as possible after this becomes available. Employees must complete the program within 90 days of being hired.

1.1.1.1.3. Responsible Vendor Program documentation will be retained for four (4) years.

1.1.2. **Store Manager** - The store manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and others. The principal responsibility of the store manager is to coordinate and facilitate the transactions of the store. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to carry and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

1.1.3. **Retail Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, retail sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail sales agent will maintain records in accordance with the Operations Manual, serve customers, offer advice and recommendations, be mindful and vigilant in terms of security, diversion, and facility cleanliness. Retail Sales Agents will be trained by the store manager alongside whom they will work to learn the total operation of the retail store. This position may be full-, or part-time.

1.1.4. **Security Guards** - Our retail store has an ongoing demand for trained law enforcement and security professionals. The store employs 24/7 security protection. Duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous military, law enforcement, and security experience.

1.2. Employee Training and Selection

1.2.1. Our retail store is constantly looking for motivated, friendly, articulate and passionate people to work with our customers to provide them with the best product for their recreational needs. We are looking for people with the above attributes and are willing to train others in order to have a diverse workforce. Some of the desirable backgrounds we are looking for include marijuana vertical experience, retail sales, pharmacy, education, and customer service. We tend to train all employees in the following subjects, but tailor each topic to meet the needs required by individual roles:

1.2.1.1. Cannabis Science

1.2.1.2. Horticultural & Organic Cultivation
1.2.1.3. Methods of Extraction
1.2.1.4. Methods of Ingestion
1.2.1.5. Cooking with Cannabis
1.2.1.6. Medical marijuana use
1.2.1.7. Harm Reduction Methods
1.2.1.8. Sensible Cannabis Use
1.2.1.9. Customer Relations
1.2.1.10. Massachusetts Cannabis Law

1.3. Our company is looking for all types of help for our retail sales operation, both front-of-house, and in the back office. Typical responsibilities include:

1.3.1. Retails Sales
1.3.2. Packaging labeling and inventory
1.3.3. Sanitation and maintenance of the facility
1.3.4. Security of the facility and deliveries
1.3.5. Standard business and management roles such as, account management, administration, etc.

1.1. Quality Control and Testing

1.1.1. Incoming marijuana inventory

1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:

- 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 area.

1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.

- All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana** and **Inventory Control and Reconciliation** protocols above.
- Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
- Each of the three parties should submit a report on the incident to the Commission.
- The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:

1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.2. Outgoing marijuana inventory

1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160

1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and the Company. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.

1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols above.

1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.

1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.

1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).

1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.

1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.

1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:

- Stock is efficiently rotated to ensure that older product is sold before newer product.
- All stock is appropriately stored to prevent spoiling and damage to the product.

1.1.3. Hygiene

1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.

1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness; and

- Washing hands appropriately.

1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.

1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.

1.1.3.9. Water supply shall be sufficient for necessary operations.

1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.

1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.

1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

Cloud 9 Cannabis LLC
Diversity Plan

Introduction

Our purpose is to support minorities, veterans, women, disabled individuals, and LGBTQ+ residents of the Commonwealth in order to stop the continuation of an inequitable status quo in the workplace. To do so, we intend to teach the importance of ownership, build community between diverse groups and neighboring organizations, and provide job opportunities to diverse groups, with a variety of responsibilities, that will build an efficient and robust operation all Massachusetts residents can be proud of.

To the extent permissible by law, it is the policy of this company to prioritize hiring and community engagement and support among the following demographic groups:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. People who identify as LGBTQ+

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Goals

1. Employing 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities.
2. Engage with at least 10% of suppliers who are women, veteran, minority, LGBTQ+, or disabled-owned businesses within the first year of operation
3. We have a goal of 100% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction regarding inclusivity, and 100% of staff having access to diversity literature in the workplace.

4. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are of the above-listed groups.

Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually on Indeed.com, Linkedin, or in the Boston Globe, with the objective of reaching, women, veterans, minorities, LGBTQ+ members, and those with disabilities.
2. Distribute internal workplace information notices, annually (and verbally at team meetings at least quarterly), aimed at encouraging current employees to recommend women, veterans, minorities, LGBTQ+ members, and those with disabilities for employment.
3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors, or contractors to engage with.
5. Utilize the SDO supplier list to proactively engage with women, veteran, minority, LGBTQ+ member, and disabled-owned suppliers.

Measurement:

We intend to focus our efforts on the following metrics:

1. Have 8 employment positions been created since initial licensure?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching women, veterans, minorities, LGBTQ+ members, and those with disabilities?
3. Have we relayed our hiring needs to the CCC Social Equity cohorts and did the CCC notify or post regarding employment opportunities?
4. Have we hired 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities, or do at least 60% of our total hires include a mix of these above demographics?
5. Have any employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management diversity with 50% of promotions being diverse employees?

6. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?
7. Have we compiled anonymous data in spreadsheets from our surveys to better understand and track diversity at our company which can be shared with public officials or nonprofit organizations seeking to promote diversity in their mission?
8. Have we engaged with diverse suppliers, including at least 2 businesses owned by women, veterans, minorities, LGBTQ+ members, and disabled individuals, as part of our supplier diversity goal?
9. Do we have evidence of the literature or postings on diversity and our anonymous comment box that we have made available to employees to facilitate diverse or underrepresented voices in our staff?
10. Are staff aware, through staff meeting agendas, emails, paper bulletins, or other methods that diversity is a compliance issue and important to the company and community?

IMPORTANT NOTE

The retail sale of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice**. We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc…) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom**.

As a licensed retail establishment we are mandated to follow the state's requirements for tracking sales. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion.

NO customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.
There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1. **Restricting Access to age 21 and older**
   - 1.1. All employees and registered agents must be 21 years of age or older.
   - 1.2. All visitors must be 21 years of age or older.
   - 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
   - 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
   - 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
   - 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
   - 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
   - 1.8. All access to cannabis products will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

Record Keeping Procedures

1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1)The Operations Manager has copies of the company operating procedures.

1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.6. Inventory records as required by 935 CMR500.105(8);

1.1.2. Inventory records include:

Shipping and delivery manifests Delivery
and shipping video recordings
Daily production stock withdrawal and return reports
Weekly inventory reports
Product return reports

1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ring binder and stored in the records cabinet.

1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labeled with the date and manifest number(s), and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.

1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to

be digitized and a hard copy kept in the records cabinet.

1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.

1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietarySeed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.

1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products.

1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.

1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

1.1.3. Personnel records:

1.1.3.1. All personnel files are to be stored in the records cabinet

1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.

1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:

1.1.3.3.1. all materials submitted to the Commission pursuant to 935CMR 500.030(2);

1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

1.1.3.3.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topic discussed, including the name and title of presenters;

1.1.3.3.4. documentation of periodic performance evaluations;

1.1.3.3.5. a record of any disciplinary action taken.

1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.

1.1.3.3.7. records of any health and safety-related incidents

1.1.4. Personnel policies and procedures

1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees and includes:

1.1.4.1.1. Our Code of Ethics
1.1.4.1.2. Whitle-blower Policy; and
1.1.4.1.3. Our policy that notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights

1.1.4.2. Certain specialized procedures are contained in the security plan.

1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgment will be stored with their individual personnel record.

1.1.4.4. All personnel files are to be stored in the records cabinet

1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records

1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).

1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).

1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.

1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.

1.1.4.10. At least two licensed marijuana agents must witness and document this process.

1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

1.1.5. Security Device Log

1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.

1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.

1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.

1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.

1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.

1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

1.2. As per 935 CMR 500.105 (9) we will maintain our records in accordance with generally accepted accounting principles.

1.3. Our written operating procedures will be maintained as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*

1.4. The following business records will be maintained;

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee. *935 CMR 500.105(9)*

Personnel Policies and Background Checks

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1. Introduction

1.1. The Employee Handbook

1.1.1. This Employee Handbook ("Handbook"] is designed to summarize certain personnel policies and benefits of the "Company" and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

1.2. Changes in Policy

1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.

1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by the Company. and you may not rely on policies that have been superseded.

1.2.3. If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.

1.3. Employment-At-Will

1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.

1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

1.4. Marijuana Establishment Agent - Background Checks

1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.

1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.

1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:

1.4.3.1. be 21 years of age or older;

1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and

1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.

1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment.This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.

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

1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

2. Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers, embrace customer service and understand marketing. They will train employees and decide which products to acquire from suppliers, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.

2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.

2.1.3. **Retail Associate** - Our facility has an ongoing need for retail associates to sell our range of cannabis products. This product range includes, but is not limited to:

Edibles
Extracts
Pre-rolls
Tinctures
Beverages
Vape pens

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis,

the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A retail associate will maintain records in accordance with the Operations Manual, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Retail associates will be trained by the operations manager. This position may be full-, or part-time.

2.2. Employee Training and Selection

2.2.1. Our retail facility is looking for motivated, friendly, articulate and compassionate people to help sell products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the sale of cannabis products through various networks. Previous work experience in a medical or retail marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

2.2.1.1. Cannabis Science
2.2.1.2. Massachusetts Cannabis Law
2.2.1.3. Wholesale Sales
2.2.1.4. Packaging Labeling and Inventory
2.2.1.5. Sanitation and Maintenance of the Facility
2.2.1.6. Security of the Facility and Deliveries
2.2.1.7. Back-office business and management roles such as,account management, administration, etc.

3. Employment Policies

3.1. Employee Classifications

3.1.1. The following terms are used to describe employees and their employment status:

3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.

3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part- time depends upon the number of hours that an employee works.

3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.

3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.

3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.

3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

3.2. Equal Employment Opportunity & American with Disabilities Act.

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

termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.

3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

3.3. Diversity Plan

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

3.4. Confidentiality.

3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

3.5. Employment of Relatives

3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in- law, current father-in-law, grandparent, or grandchild.

3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

3.6. Introductory Period

3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.

3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

3.8. Privacy

3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

3.9. Immigration Law Compliance

3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

3.11. Political Neutrality

3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

4.2. Overtime

4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

4.3. Rest and Meal Periods

4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

4.4. Time Cards

4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

4.5. Payroll Deductions

4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order]. You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each

calendar year, you will be supplied with your Wage and Tax Statement (W-2] form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

5.2. Prohibited Conduct

5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:

5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.

5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.

5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.

5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

5.3. Complaint Procedure

5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.

5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

5.4. Attendance

5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive

5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

5.5. Discipline and Standards of Conduct

5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.

5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:

5.5.2.1. Dishonesty;

5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor jay be subject to immediate dismissal.

5.5.2.3. Falsification of Company records;

5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
5.5.2.11. Sexual or other illegal harassment or discrimination;
5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
5.5.2.13. Violation of any Company policy.

5.6. Dress Code

5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

5.7. Safety

5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

5.8. Substance and Abuse

5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

amounts. It also includes any substance a person holds out to another as an illegal drug.

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

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

5.10. Social Media Policy

5.10.1. The Company. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and

to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

5.10.5. The use of social media channels on company time for personal purposes is not allowed.

5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.

5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

5.11. Cell Phone Policy

5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.

5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

6. Employee Benefits and Services

6.1. General

6.1.1. Aside from those benefits required by state and federal regulations, the Company. also offers additional benefits for its full-time employees.

6.1.2. From time to time, benefits may be added or deleted from the benefits package.

6.1.3. The Company reserves the right to make such changes.This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.

6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

6.2. COBRA

6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.3. Worker's Compensation

6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.

6.3.2. The Company. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.

6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.

6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.

6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

6.4. Social Security Benefits (FICA)

6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

6.5. Unemployment Insurance

6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

7. Employee Leaves of Absence and Time Off

7.1. General

7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.

7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.

7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.

7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

7.2. Sick Days

7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

7.3. Pregnancy-Disability Leave

7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.

7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.

7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.

7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

7.4. Workers' Compensation Leave

7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA"} for eligible employees.

7.5. Voting Time

7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.