



# Massachusetts Cannabis Control Commission

## Marijuana Retailer

### General Information:

License Number: MR284651  
Original Issued Date: 01/12/2023  
Issued Date: 02/08/2024  
Expiration Date: 02/12/2025

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Enlite Cannabis Dispensary LLC

Phone Number: 413-896-6226 Email Address: matt@enlitecannabis.com

Business Address 1: 479 Main Street

Business Address 2:

Business City: Indian Orchard Business State: MA

Business Zip Code: 01151

Mailing Address 1: 55 Frank B Murray Street, Suite 301

Mailing Address 2:

Mailing City: Springfield

Mailing State: MA

Mailing Zip Code: 01103

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

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

## PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: RMD Priority

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: 30

Percentage Of Control: 30

Role: Owner / Partner

Other Role:

First Name: Nicholas

Last Name: Yee

Suffix:

Gender: Male

User Defined Gender:

Date generated: 04/01/2024

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 40

Percentage Of Control:

40

Role: Owner / Partner

Other Role:

First Name: Mark

Last Name: Cutting

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 30

Percentage Of Control: 30

Role: Owner / Partner

Other Role:

First Name: Peter

Last Name: Picknelly

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership:

Percentage Of Control:

Role: Executive / Officer

Other Role:

First Name: Matthew

Last Name: Yee

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

Close Associates or Member 1

First Name: Matthew

Last Name: Yee

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Employed as the Chief Operating Officer

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: 479 Main Street

Establishment Address 2:

Establishment City: Springfield

Establishment Zip Code: 01151

Approximate square footage of the establishment: 2000

How many abutters does this property have?: 22

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
Certification of Host Community Agreement	Enlite - HCA Certificate.pdf	pdf	62dab286c4bff60009288b54	07/22/2022
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.pdf	pdf	62dab579fad13900086365ca	07/22/2022
Community Outreach Meeting Documentation	Community Outreach Packet.pdf	pdf	6312842044fa35000ae1a8c8	09/02/2022

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	Enlite Plan for Positive Impact v2.pdf	pdf	630e2ab044fa35000adc65b2	08/30/2022

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Other Role:  
First Name: Mark Last Name: Cutting Suffix:  
RMD Association: RMD Owner  
Background Question: no

Individual Background Information 2

Role: Other Role:  
First Name: Nicholas Last Name: Yee Suffix:  
RMD Association: RMD Owner  
Background Question: no

Individual Background Information 3

Role: Other Role:  
First Name: Peter Last Name: Picknelly Suffix:  
RMD Association: RMD Owner

Background Question: no

#### Individual Background Information 4

Role: Other Role:  
First Name: Matthew Last Name: Yee Suffix:  
RMD Association: RMD Manager  
Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	SecComm Good Standing.pdf	pdf	62dadf22fad139000863ad9c	07/22/2022
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	62dae02ac4bff6000928dff	07/22/2022
Department of Revenue - Certificate of Good standing	Certificate of Name Change.pdf	pdf	62dae074fad139000863b170	07/22/2022
Articles of Organization	Articles of Organization.pdf	pdf	62dae0d0c4bff6000928e263	07/22/2022
Bylaws	Operating Agreement Enlite 03 01 21.pdf	pdf	62dae8bac4bff6000928f845	07/22/2022
Department of Unemployment Assistance - Certificate of Good standing	Department of Unemployment Assistance Good Standing.pdf	pdf	630e2d5b44fa35000adc6e7f	08/30/2022

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Revenue - Certificate of Good standing	DOR Cert of Good Standing.pdf	pdf	6581c52a8a09310008d91cf8	12/19/2023
Department of Unemployment Assistance - Certificate of Good standing	DUA COGS.pdf	pdf	658b06ce0f1a250008a062a0	12/26/2023
Secretary of Commonwealth - Certificate of Good Standing	SecComm COGS.pdf	pdf	658dcffbf86d00008c4a37b	12/28/2023

Massachusetts Business Identification Number: 001327557

Doing-Business-As Name: Enlite Cannabis Dispensary

DBA Registration City: Springfield

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Enlite Cannabis Dispensary LLC Business Plan.pdf	pdf	62dafdf0fad139000863f87d	07/22/2022
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	62daffebc4bff60009293585	07/22/2022
Proposed Timeline	Enlite Indian Orchard Proposed Timeline.pdf	pdf	6581ca1c8a09310008d92f4c	12/19/2023

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	1. Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	62db169dc4bff60009295f00	07/22/2022
Prevention of diversion	5. Anit Diversion SOP.pdf	pdf	62db16a1c4bff60009295f14	07/22/2022
Qualifications and training	15. Employee Training SOP.pdf	pdf	62db16ddc4bff60009295f6a	07/22/2022
Security plan	4. Security Plan SOP v2.pdf	pdf	6312857c44fa35000ae1a959	09/02/2022
Storage of marijuana	6. Storage SOP v2.pdf	pdf	631285a8d239e20007e8dafa	09/02/2022
Transportation of marijuana	7. Transportation SOP v2.pdf	pdf	631285c044fa35000ae1a973	09/02/2022
Energy Compliance Plan	16. Energy Compliance Plan v2.pdf	pdf	631285edd239e20007e8db25	09/02/2022
Inventory procedures	8. Inventory Procedures v2.pdf	pdf	6312860cd239e20007e8db4c	09/02/2022
Restricting Access to age 21 and older	3. Restricting Access to age 21 and Older v2.pdf	pdf	63128639d239e20007e8db60	09/02/2022
Quality control and testing	9. Quality Control SOP v2.pdf	pdf	6312865744fa35000ae1a9c0	09/02/2022
Dispensing procedures	10. Dispensing Marijuana SOP v2.pdf	pdf	63128673d239e20007e8db7a	09/02/2022
Personnel policies including background checks	11. Personnel Policies v2.pdf	pdf	6312869d44fa35000ae1a9f4	09/02/2022
Record Keeping procedures	12. Record Keeping SOP v2.pdf	pdf	631286b7d239e20007e8db97	09/02/2022
Maintaining of financial records	13. Maintaining of Financial Records v2.pdf	pdf	631286d8d239e20007e8dbbb	09/02/2022
Diversity plan	14. Diversity Plan v4.pdf	pdf	6362ceacbd58f9000877cc16	11/02/2022

## 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 Agree

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: Enlite is not yet operational and so has not yet engaged in our positive impact plan.

#### COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: Enlite is not yet operational or in the position for hiring and so has not yet engaged in our diversity plan.

### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 8:00 PM
Tuesday From: 9:00 AM	Tuesday To: 8:00 PM
Wednesday From: 9:00 AM	Wednesday To: 8:00 PM
Thursday From: 9:00 AM	Thursday To: 8:00 PM
Friday From: 9:00 AM	Friday To: 10:00 PM
Saturday From: 9:00 AM	Saturday To: 10:00 PM
Sunday From: 10:00 AM	Sunday To: 6:00 PM



## Host Community Agreement Certification Form

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

### Applicant

I, Matthew Yee, (*insert name*) certify as an authorized representative of Enlite Cannabis Dispensary LLC (*insert name of applicant*) that the applicant has executed a host community agreement with The City of Springfield (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on July, 23rd 2021 (*insert date*).

A handwritten signature in blue ink that reads "Matthew Yee".

Signature of Authorized Representative of Applicant

### Host Community

I, Talia K. Gee, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Springfield (*insert name of host community*) to certify that the applicant and City of Springfield (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 8/6/2021 (*insert date*).

A handwritten signature in blue ink that reads "Talia K. Gee".

Signature of Contracting Authority or  
Authorized Representative of Host Community

### **Plan to Remain Compliant with Local Zoning**

Enlite Cannabis Dispensary LLC ("Company") will remain compliant at all times with the local zoning requirements set forth in the City of Springfield's Zoning Ordinance. In accordance with Zoning Ordinance, Company's proposed Marijuana Retailer facility is located in the Commercial Zoning District that allows for a Marijuana Storefront Retailer facility. The facility is not within 500 feet of a public library, public park or playground, nor is it within a 500-foot radius of another Marijuana Storefront Retailer.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

Company has acquired a Special Permit from the local Planning Board. Company will apply for any other local permits required to operate a Marijuana Retailer facility at the proposed location.

Company has already attended several meetings with various municipal officials and boards to discuss Company's plans for a proposed Marijuana Retailer facility and has executed a Host Community Agreement with the City of Springfield. Company will continue to work cooperatively with various municipal departments, boards, and officials to ensure that Company's Marijuana Retailer facility remains compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

Company has also retained a law firm to assist with ongoing compliance with local zoning requirements.



## 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):
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:

b. Name of publication:

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. 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:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - 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:

Enlite Cannabis Dispensary LLC

Name of applicant's authorized representative:

Matthew Yee

Signature of applicant's authorized representative:

*Matthew Yee*

Attachment  
A

**NORTHAMPTON**

## Suspect indicted on murder charge

Man accused of stabbing 21-year-old roommate

By **WILL KAMRIN**  
wkamrin@postandcourier.com

The suspect in Northampton's only homicide this year has been indicted by a Hampshire County grand jury on a murder charge and will appear in court today, prosecutors said.



**DEVIN R. BRYDEN**  
Accused of stabbing to death his 21-year-old roommate.

Jana M. Abramowitz, in July. According to court records, investigators believe he killed Abramowitz to steal her car. Bryden had nearly aged out of the housing assistance program he and Abramowitz were part of, and he feared he would soon become home-

less, he told police after the fatal stabbing.

After Bryden was first arraigned on July 11 on a murder charge in Northampton District Court, a grand jury found cause to indict him on four charges, elevating the case to Hampshire Superior Court, according to Laurie Loid, a spokesperson for the Northampton District Attorney's office. He will appear today on charges of murder, armed robbery, motor vehicle theft and tampering with evidence.

Bryden has been held without the right to bail since his initial court appearance.

The night of July 10, police found Abramowitz dead, with multiple stab wounds, in the apartment she shared with Bryden.

According to court filings, officers found Bryden sitting in the car, parked next to a big Vin Westfield. Under interrogation, police said he admitted to stabbing his roommate in order to take her car. Bryden also told police that



**DEVIN R. BRYDEN**, 24, of Northampton, appears in Northampton District Court on July 11 for his arraignment on a charge of murder in connection with the stabbing death of a 21-year-old woman in Northampton. *APR 2022*

he had left the apartment and disposed of his arrest shirt and a knife at a friend's home.

DRAL/SELF, the nonprofit that housed Bryden and Abramowitz, said after the killing that it completes a background screening of all tenants, and would deny tenancy to anyone who raised significant red flags. Bryden passed the thorough screening program.

The nonprofit typically only houses people until age 25. Bryden was less than two weeks shy of his 25th birthday the night of the stabbing.

**BOSTON**

## Baker: 'Not guilty' on tax relief failure

By **ALISON KENYON**  
akenyon@postandcourier.com

Massachusetts Gov. Charlie Baker pleaded "not guilty" to withholding financial information from Beacon Hill lawmakers in early May that ultimately scrambled their plans to deliver \$1 billion in tax relief to cash-strapped Bay Staters at the end of the formal legislative session earlier this month.

The Republican leader, during an interview yesterday on WGIB, half-jokingly responded to ongoing scrutiny, particularly from Democratic House speaker Ron Mariano, over how his administration handled a seemingly forgotten 1986 state statute that will likely result in some \$1 billion in excess tax revenues being returned to commonwealth residents.

The exact figure and corresponding tax credits — potentially 7% of Bay Staters' 2021 income taxes — will be calculated in September by state Auditor Suzanne Bump, who will gauge whether the tax revenue threshold has been triggered based on annual wage and salary growth.

"We get a report every year from the auditor — we've been getting it for 35 years," Baker told Boston Public Radio host Jim Brande and Margery Fagan. "It goes to the House and the Senate, to the executive branch, the comptroller, and it says 62F — which is the rebate, or refund, or credit, whatever word you'd like — law wasn't triggered. We saw it coming in the spring that it looked like this year it might get triggered."

But it's difficult to make that judgment call before the end of the fiscal year, Baker

reiterated yesterday. In his first three years as governor, Baker said state revenue had dropped in May or June.

"When the year-end numbers came in, our (Administration and Finance) secretary talked to both the House Ways and Means and Senate Ways and Means chairs," Baker said of this year's financial outlook, as it became clearer the tax cap law might take effect for just the second time, following the initial modest disbursement in 1987.

But Beacon Hill's top budget writers, particularly House Rep. Aaron Michlewitz and state Sen. Michael Rodrigues, argued otherwise in late July, as they grappled with the financial complexities prompted by Chapter 62F.

Negotiations surrounding the roughly \$4 billion economic development package — encompassing the \$1 billion in permanent tax relief and one-time \$250 stimulus checks for middle-income Bay Staters, plus hundreds of millions of dollars for priorities like affordable housing, hospitals and climate resilient infrastructure — remain clogged on Beacon Hill.

The frozen conclusion of formal lawmaking on Aug. 1 brought no hope for an immediate deal. Top lawmakers, still appearing spirited, opted to speak separately with reporters Tuesday he would not move forward before an agreement emerges from conference committee.

The Quincy Democrat divulged on concrete timeline for when lawmakers could hash out whether they intend to commit almost \$7 billion between the economic development bill and tax cap law. In his Boston Public Radio interview, Baker said he is "kind of optimistic" a deal can be brokered. "I don't know exactly when it will look like, but I do believe there will be a piece of legislation that gets to my desk that has a lot of the elements of this in it," Baker said. "I believe it."



"We get a report every year from the auditor — we've been getting it for 35 years. It goes to the House and the Senate, to the executive branch, the comptroller, and it says 62F — which is the rebate, or refund, or credit, whatever word you'd like — law wasn't triggered. We saw it coming in the spring that it looked like this year it might get triggered."

Gov. Charlie Baker

budget, though the governor did mention that possibility yesterday.

Mariano, whose chamber can initiate a spending bill, said he would not move forward before an agreement emerges from conference committee.

The Quincy Democrat divulged on concrete timeline for when lawmakers could hash out whether they intend to commit almost \$7 billion between the economic development bill and tax cap law.

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"I don't know exactly when it will look like, but I do believe there will be a piece of legislation that gets to my desk that has a lot of the elements of this in it," Baker said. "I believe it."

**BOSTON**

## Latin King gang leader receives 4-year sentence for racketeering

Springfield native's hearing held in closed session

By **STEPHANIE BARRY**  
sbarry@postandcourier.com

He admitted ordering murders and assaults on rival gang members and suspected traitors in his midst. He admitted to drug trafficking and racketeering for one of the most violent and pervasive street gangs in the country.

But, Latin King gang leader and Springfield native Michael Cecchetti was sentenced to just four years in prison this week, in a highly unusual hearing in Boston that was closed to the public by U.S. District Court Judge Ryan Sabell.

Cecchetti, 43, was facing up to 20 years behind bars after getting caught up in a massive East Coast FBI sting called "Operation Throne Down" in 2019. He was indicted along with more than five dozen other gang leaders and associates.

A spokeswoman for the Massachusetts U.S. Attorney's Office declined comment on the secretive nature of the hearing, which, oddly, was flagged on the daily public court docket.

Cecchetti's attorney, Boston lawyer Michael Bourbeau, had no comment beyond saying there are "many reasons" why court hearings are closed to the public. Bourbeau reported his client was sentenced to 48 months behind bars after asking for time served.

Given prison "good time" and other factors, the sentence amounted to time served, however. Cecchetti does not appear in a public U.S. Bureau of Prisons inmate search, except in connection with a previous illegal firearms conviction in 2009.

However, in a sentencing memorandum filed in advance of the hearing, Bourbeau hailed his client as a "changed man" and a published author who sought to get released from prison to care for his father, afflicted with Parkinson's disease. Cecchetti, also known as "King Medin" or "King M," was the lead target, arrested in his Forest Park neighborhood home in Springfield during a dawn raid in early December 2019. He pleaded guilty to racketeering crimes in April 2021, admitting specifically to ordering a mucker and a beatdown of



**MICHAEL CECCHETTI**

two other gang members, respectively, for circulating a rumor that Cecchetti was cooperating with law enforcement. Neither suffered any prison time because cooperating government witnesses were already embedded in the gang in this state, according to an FBI affidavit.

In one instance, Cecchetti ordered designated shooters to kill one associate unless he agreed to make a video saying Cecchetti was not an informant. During his 2021 plea, Cecchetti also admitted he was a Latin King leader, leading over violent "proposals" within the East Coast faction of the gang born in Chicago with members of Puerto Rican descent in the 1950s. Cecchetti is something of an anomaly, since he rose through the ranks of the national tier of the gang even though he is Italian-American as opposed to Latino. He straddled two criminal worlds since he also had a bit of a foothold in the Genovese crime family through his uncle, David Cecchetti, also of Springfield.

The elder Cecchetti was long an associate of the "Springfield Crew" of the New York-based crime

family, primarily running bookmaking operations in the 1990s and 2000s. He was convicted for bookmaking in the mid-2000s and served a short prison sentence. David Cecchetti is currently on house arrest after getting arrested along with his nephew on Dec. 5, 2019, and charged with possessing illegal ammunition after a search of their shared home.

David Cecchetti pleaded guilty to the weapons charge and was sentenced to one year of house arrest in April, jockeying between bit roles in mob movies. He said he lost contact with his nephew months ago, and Michael Cecchetti didn't contact any other family members after his sentencing that took place on Tuesday.

"I have legitimately not had contact with my nephew in about a year," David Cecchetti said yesterday. David Cecchetti's former allegiance with the Our Lady of Mount Carmel Society social club in Springfield's South End neighborhood was apparently his nephew's ferry into the venue. The club was an informal stronghold for Italian mobsters for decades, but cracked open its doors to other ethnicities in recent years.

The FBI affidavit outlining the "Throne Down" investigation revealed Michael Cecchetti hauled at least two sumonis at the club in 2019.



**WHERE THERE'S A WALK, THERE'S A WAY.**

**WALK TO END ALZHEIMER'S**

Across the nation, the Alzheimer's Association Walk to End Alzheimer's is full of flowers, each carried by someone committed to ending this disease. Because like flowers, our participants don't stop when something is in their way. They keep raising funds and awareness for a breakthrough in the fight against Alzheimer's and all other dementia.

**WALK TO END ALZHEIMER'S - PIONEER VALLEY**

**SEPTEMBER 25, 2022**

HOLYOKE COMMUNITY COLLEGE  
HOLYOKE, MA

Register today! [alzwalkMANH.org](http://alzwalkMANH.org)

If you are in need of support, please call our 24/7 Helpline at 800.272.3300

Notice is hereby given that a Community Outreach meeting for a proposed Marijuana Establishment by **Erlic Cannabis Dispensary, LLC** is scheduled on **Friday, September 2, 2022 at 5PM on ZOOM.** Web link and Phone info below.

If you are unable to attend the meeting please submit questions to Erlic at [info@erliccann.com](mailto:info@erliccann.com) or our **Erlic Facebook Page @ErlicCanna**

**Zoom Online & Phone Meeting Information:**  
Meeting for a proposed Marijuana Establishment by **Erlic Cannabis** is scheduled on **Friday September 2, 2022 at 5PM on ZOOM.**

**ZOOMUS/JON**  
Zoom Meeting ID for 830 5431 1601  
Passcode: 125912  
To participate via telephone ZOOM Telephone #1-646-931-3860  
Telephone Meeting ID: 830 5431 1601  
Telephone Passcode: 125912

The proposed Marijuana Establishment is anticipated to be located at **405 Main Street, Indian Orchard, MA.** There will be an opportunity for the public to ask questions.

Attachment's  
A

...rought to Italian American as opposed to Latino. He straddled two criminal worlds since he also had a bit of a foothold in the Genovese crime family through his uncle, David Cecchetelli, also of Springfield.

The elder Cecchetelli was long an associate of the "Springfield Crew" of the New York-based crime

...was apparently his reputation foray into the venue. The club was an informal stronghold for Italian mobsters for decades, but creaked open its doors to other ethnicities in recent years.

The FBI affidavit outlining the "Throne Down" investigation revealed Michael Cecchetelli hosted at least two summits at the club in 2019.

Notice is hereby given that a Community Outreach meeting for a proposed Marijuana Establishment by Enlite Cannabis Dispensary, LLC is scheduled on Friday, September 2, 2022 at 5PM on ZOOM. Web link and Phone info below.

If you are unable to attend the meeting please submit questions to Enlite in advance at [info@enlitecannabis.com](mailto:info@enlitecannabis.com) or our Enlite Facebook Page @EnliteCanna

Zoom Online & Phone Meeting Information:  
Meeting for a proposed Marijuana Establishment by Enlite Cannabis is scheduled for Friday, September 2, 2022 at 5PM on ZOOM.

ZOOM.US/JOIN  
Zoom Meeting ID for 830 5431 1601  
Passcode: 125912  
To participate via telephone ZOOM Telephone #1-646-931-3860  
Telephone Meeting ID: 830 5431 1601  
Telephone Passcode: 125912

The proposed Marijuana Establishment is anticipated to be located at 495 Main Street, Indian Orchard, MA. There will be an opportunity for the public to ask questions.



Attachment B

**enlite**

Cannabis Dispensary

8/19/2022

City Clerk's Office  
City Hall Room 123  
36 Court Street  
Springfield, MA 01103

RECEIVED

2022 AUG 19 11:40

CITY CLERK'S OFFICE  
SPRINGFIELD, MA

As a current Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Enlite Cannabis Dispensary LLC is scheduled for September 2, 2022 at 5PM on ZOOM.US/JOIN Zoom Meeting ID: 830 5431 1601 Passcode: 125912.

To participate via telephone ZOOM Telephone # +1-646-931-3860 Telephone Meeting ID: 830 5431 1601 Telephone Passcode: 125912 The proposed Marijuana Establishment is anticipated to be located at 495 Main Street, Indian Orchard, MA.

There will be an opportunity for the public to ask questions. Any questions prior can be emailed to [Info@enlitecannabis.com](mailto:Info@enlitecannabis.com)

Thank you,  
The Enlite Team

Attachment C

enlite

Cannabis Dispensary

8/23/2022

Address Redacted

Subject: Community Outreach Public Notice

To whom it may concern,

As a current Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment by Enlite Cannabis Dispensary LLC is scheduled for September 2, 2022 at 5PM on ZOOM.US/JOIN Zoom Meeting ID: 830 5431 1601 Passcode: 125912.

To participate via telephone ZOOM Telephone # +1-646-931-3860 Telephone Meeting ID: 830 5431 1601 Telephone Passcode: 125912 The proposed Marijuana Establishment is anticipated to be located at 495 Main Street, Indian Orchard, MA.

There will be an opportunity for the public to ask questions. Any questions prior can be emailed to [Info@enlitecannabis.com](mailto:Info@enlitecannabis.com)

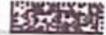
Thank you,  
The Enlite Team

Attachment C

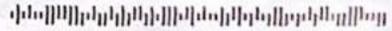
Enlite Cannabis Dispensary  
55 Frank B Murray - Suite 301  
Springfield MA 01103

HARTFORD CT 06101  
23 AUG 2022 PM 7 L

814902  
**\$0.57 0**  
US POSTAGE  
FIRST CLASS  
06250009564974  
FROM 01103



01103-100455



Attachment C

PID	OWNER	ADDRESS	CITY	STATE_ZIP
81320118	REDACTED	21 KINGSBERRY WAY	EASTHAMPTON	MA 01027
81320121	REDACTED	21 KINGSBERRY WAY	EASTHAMPTON	MA 01027
81320180	REDACTED	170 OVERLOOK DR	LUDLOW	MA 01056
81320125	REDACTED	91 ELIZABETH DR	LUDLOW	MA 01056
81320129	REDACTED	91 ELIZABETH DR	LUDLOW	MA 01056
81320124	REDACTED	91 ELIZABETH DRIVE	LUDLOW	MA 01056
9500006	REDACTED	733 EAST ST	LUDLOW	MA 01056
9500010	REDACTED	38-40 BANNER ST	INDIAN ORCHARD	MA 01151
81320168	REDACTED	14 BOBALA RD	HOLYOKE	MA 01040
81320172	REDACTED	529 MAIN STREET	INDIAN ORCHARD	MA 01151
81320175	REDACTED	529 MAIN STREET ROOM 6	INDIAN ORCHARD	MA 01151
81320115	REDACTED	529 MAIN STREET RM 6	INDIAN ORCHARD	MA 01151
81320143	REDACTED	125 E. JEFFERSON ST	SYRACUSE	NY 13202
81320186	REDACTED	P O BOX 51215	INDIAN ORCHARD	MA 01151
81320178	REDACTED	2133 BOSTON ROAD	WILBRAHAM	MA 01095
9500018	REDACTED	20 1/2 PARKER ST	INDIAN ORCHARD	MA 01151
95100008	REDACTED	20 1/2 PARKER ST	INDIAN ORCHARD	MA 01151
9500004	REDACTED	17 BROOKSIDE DR	WILBRAHAM	MA 01095
95100018	REDACTED	536 MAIN STREET	INDIAN ORCHARD	MA 01151
81320116	REDACTED	529 MAIN ST	INDIAN ORCHARD	MA 01151
75750060	REDACTED	32 EASTWOOD DR	WILBRAHAM	MA 01095
9500008	REDACTED	47 OAKRIDGE ST	LUDLOW	MA 01056



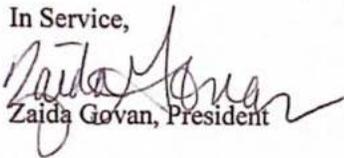
August 19, 2022

To whom it may concern:

The Indian Orchard Citizens Council is looking forward to a community outreach meeting with Enlite Cannabis Dispensary, LLC. on September 2, 2022 via zoom. As the numbers of COVID rise in Springfield the Health and Human Services Commissioner is advising to proceed with caution so it makes sense to have this meeting via zoom. The residents of Indian Orchard will be notified with a flyer supplied by Enlite. We will disseminate it well in advance of the date.

We are looking forward to bringing the community together to allow time for questions and input. Thank you very much. Should you have any questions about this process please do not hesitate to reach out at the number or email listed below.

In Service,

  
Zaida Govan, President

117 Main Street P. O. Box 51593 Indian Orchard, MA 01151 413-209-8240  
[iocc.council@gmail.com](mailto:iocc.council@gmail.com)

## Matt Yee

---

**From:** Saint Laurent, Jeremy <JSaintLaurent@springfieldcityhall.com>  
**Sent:** Friday, January 5, 2024 10:45 AM  
**To:** Matt Yee  
**Subject:** FW: [External] FW: [External] FW: CCC Documentation Request

Good afternoon,

The City of Springfield has no record of incurred costs and does not anticipate any future costs in connection to Enlite Cannabis' continued operation in the City.

Sincerely,  
Jeremy Saint Laurent, Esq.

First Associate City Solicitor  
Records Access Officer for the City of Springfield  
City of Springfield Law Department  
36 Court Street  
Springfield, MA 01103  
Tel: 413-886-5119  
Fax: 413-787-6173  
Email: jsaintlaurent@springfieldcityhall.com

This email message is generated from the City of Springfield Law Department and contains information that is confidential and may be privileged as an attorney/client communication or as attorney work product. The information is intended to be disclosed solely to the addressee(s). If you are not the intended recipient, be aware that any disclosure, copying, distribution, or use of the contents of this email information is prohibited. If you have received this email in error, please notify the sender by return email and delete it from your computer system.

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**From:** Matt Yee <matt@enlitecannabis.com>  
**Sent:** Friday, January 5, 2024 10:41 AM  
**To:** Saint Laurent, Jeremy <JSaintLaurent@springfieldcityhall.com>  
**Subject:** [External] FW: [External] FW: CCC Documentation Request

Jeremy,  
I have been looking for some documentation needed for license renewal with the Cannabis Control Commission. See below Phil Dromey and Brian Connors have directed me to you. Also below is the verbiage of what the CCC is looking for.



**Matt Yee**

COO | Enlite Cannabis

phone: [413-896-6226](tel:413-896-6226)

website: [enlitecannabis.com](http://enlitecannabis.com)

email: [matt@enlitecannabis.com](mailto:matt@enlitecannabis.com)



# Enlite Cannabis Dispensary LLC Plan for Positive Impact

## Plan to Positively Impact Areas of Disproportionate Impact

Enlite Cannabis Dispensary LLC (“Company”) is dedicated to serving and supporting those areas that are classified as areas of disproportionate impact. Marijuana businesses have an obligation to the health and well-being of their customers as well as the communities that have had historically high rates of arrest, conviction, and incarceration related to marijuana crimes. It is Company’s intention to be a contributing, positive force in areas of disproportionate impact and to assist in changing the perception of those associated with marijuana use. Company will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Company will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws. The specifically named organization has been contacted and can receive the donations we plan on making and will work with the Company in the furthering of its goals.

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## PROGRAMS

### 1) Recruitment and Hiring Program

Company is planning to employ individuals who reside in areas of disproportionate impact. Company’s Principals all reside in “areas of disproportionate impact” specifically Holyoke and Springfield and our prospective team consists of individuals who have previously held positions in organizations that serve areas of disproportionate impact or where primary responsibilities included economic education, resource provision, or empowerment to disproportionately impacted individuals or communities.

Company plans to use several strategies to employ individuals who reside in areas of disproportionate impact which includes giving hiring preference to:

- Past or present residents of the geographic “areas of disproportionate impact,” specifically the Cities of Holyoke and Springfield;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.

We will take the following measures in pursuit of this program:

- Company will engage with the Springfield Career Centers and the Greater Holyoke Chamber of Commerce’s FutureWorks to promote and post all of our employment opportunities;
- We will host a career fair approximately 60 days before our expected opening and additional job fairs as needed;
- All of our job postings and career fair materials will clearly outline our hiring priority for individuals who meet the above listed criteria;
- In an effort to reach applicants from areas of disproportionate impact, Company will assist with transportation to and from the workplace on a daily basis. This program will provide opportunities for applicants that otherwise wouldn’t have been able to apply and obtain transportation on their own; and<sup>1</sup>

# Enlite Cannabis Dispensary LLC Plan for Positive Impact

- To the extent possible and allowable, Company will source information from the Commission regarding contact information or other resources to contact Commission-designated Social Equity Program participants. With this information we will send job postings and career fair information to these individuals.

This Program will be instituted 60 days prior to our expected opening date.

**Goals-** The goals for Company's Recruitment and Hiring Program are as follows:

- 50% of our workforce will be: 1) Past or present residents of the geographic areas of disproportionate impact; 2) Commission-designated Social Equity Program participants; 3) Massachusetts residents who have past drug convictions; and 4) Massachusetts residents with parents or spouses who have drug convictions.

**Measurements-** Our Human Resources Manager will track and report following metrics that will be used to measure the success of this Program.

- Employment data, including the number and percentage of all applicants and hires that meet the following criteria: 1) Past or present residents of the geographic areas of disproportionate impact; 2) Commission-designated Social Equity Program participants; 3) Massachusetts residents who have past drug convictions; and 4) Massachusetts residents with parents or spouses who have drug convictions;
- The salaries for all hires; and
- Recruitment information including the number of all job postings, where they were posted and the number and percentage of all applicants and hires generated by each posting.

## 2) Community Partnership Program

Company has chosen to partner with the Indian Orchard Community Council (IOCC) headquartered in Springfield MA. The IOCC has been responsible for the coordination of community events, charitable donations and beautification of the Indian Orchard area. Our partnership with the IOCC will include monetary donations from Company as well as a donation of volunteer hours from our executive management staff and employees. Our first monetary donation of \$5,000 will take place within 90 days of our receipt of Final Licensure from the Commission. The amount and timing of additional donations will be dependent on Company finances.

**Goals-** The goals for Company's Community Partnership Program are as follows:

- Donate a minimum for \$5,000 to IOCC;
- Company employees will each donate 8 community service hours to IOCC;

**Measurements-** Our Human Resources Manager will track and report following metrics that will be used to measure the success of this Program.

- The number and amounts of monetary donations to IOCC; and
- The number of volunteer hours that Company employees have donated to IOCC;

# Enlite Cannabis Dispensary LLC Plan for Positive Impact

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## REPORTING

60 days prior to the Company's License Renewal the Company will draft a comprehensive report that will be presented to the Commission for review during the License Renewal Process. This report will include the metrics outlined in the two Programs outlined in this Plan along with an analysis of each Program and the success, or progress of each Programs goals.

Additionally, the Company will report on the following:

- Internal and external communications in support of the goals of the Plan;
- Information regarding the internal reporting systems that measure the effectiveness of programs designed to support a company culture that promotes positive impact on areas of disproportionate impact;
- A review of the Company's internal and external job postings to ensure information is in compliance with Company's Positive Impact Plan

The Human Resources Manager will be responsible for an audit report setting forth the Company's performance in fulfilling the goals of the Plan. This will include:

- A comprehensive description of all efforts made by Company to monitor and enforce the Positive Impact Plan;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the regulations; and
- A workforce utilization report including the following information for each job category at Company:
  - The number of persons employed;
  - The number and percentage of Past or present residents of the geographic "areas of disproportionate impact," specifically the Cities of Holyoke and Springfield who are employed by the Company;
  - The number and percentage of Commission-designated Social Equity Program participants employed by the Company;
  - The number and percentage of Massachusetts residents who have past drug convictions that are employed by the Company; and
  - The number and percentage of Massachusetts residents with parents or spouses who have drug convictions that are employed by the Company.

# Enlite Cannabis Dispensary LLC Plan for Positive Impact



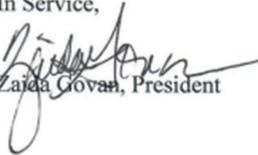
August 19, 2022

To whom it may concern:

The Indian Orchard Citizens Council is looking forward to working with Enlite to support many of our community activities to ensure the residents have the best quality of life possible. We look forward to accepting donations to host the annual IOCC Food Truck Festival, The Indian Orchard Blooms Campaign, Senior Bingo and Chess in the Parks among many others.

Should you have any questions about this process please do not hesitate to reach out at the number or email listed below.

In Service,

  
Zaida Govan, President

117 Main Street P. O. Box 51593 Indian Orchard, MA 01151 413-209-8240  
[iocc.council@gmail.com](mailto:iocc.council@gmail.com)



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

William Francis Galvin  
Secretary of the  
Commonwealth

December 24, 2021

TO WHOM IT MAY CONCERN:

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

**ENLITE CANNABIS DISPENSARY, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 14, 2018**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; 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: **MARK CUTTING, NICHOLAS YEE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **MARK CUTTING, NICHOLAS YEE**

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



mass.gov/dor

## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



HAMPSHIRE HEMP LLC  
55 FRANK B MURRAY ST STE 301  
SPRINGFIELD MA 01103-1004

### ***Why did I receive this notice?***

The Commissioner of Revenue certifies that, as of the date of this certificate, HAMPSHIRE HEMP 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$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: 001327557

The date of filing of the original certificate of organization: 5/14/2018

1.a. Exact name of the limited liability company: HAMPSHIRE HEMP LLC

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

**2a. Location of its principal office:**

No. and Street: 55 FRANK B MURRAY STREET  
SUITE 301  
 City or Town: SPRINGFIELD State: MA Zip: 01103 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: MARK P. CUTTING  
 No. and Street: 28 APPLETON ST  
 City or Town: HOLYOKE State: MA Zip: 01040 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	MARK CUTTING	55 FRANK B MURRAY ST, SUITE 301 SPRINGFIELD, MA 01103 USA
MANAGER	NICHOLAS YEE	55 FRANK B MURRAY ST, SUITE 301 SPRINGFIELD, MA 01103 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	MARK CUTTING	55 FRANK B MURRAY ST, SUITE 301 SPRINGFIELD, MA 01103 USA

SOC SIGNATORY

NICHOLAS YEE

55 FRANK B MURRAY ST, SUITE 301  
SPRINGFIELD, MA 01103 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	MARK CUTTING	55 FRANK B MURRAY ST, SUITE 301 SPRINGFIELD, MA 01103 USA
REAL PROPERTY	NICHOLAS YEE	55 FRANK B MURRAY ST, SUITE 301 SPRINGFIELD, MA 01103 USA

**9. Additional matters:**

**10. State the amendments to the certificate:**

THE NEW NAME OF THE LLC IS ENLITE CANNABIS DISPENSARY, LLC. THE NEW PRINCIPAL OFFICE IS 55 FRANK B MURRAY STREET, SUITE 301, SPRINGFIELD, MA 01103.

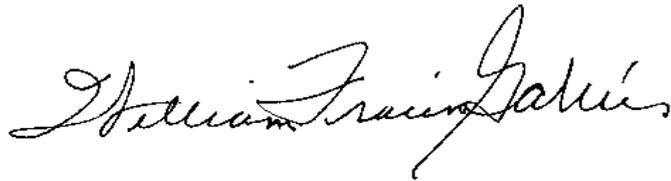
**11. The amendment certificate shall be effective when filed unless a later effective date is specified:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 16 Day of March, 2021,  
MARK CUTTING , 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:

March 16, 2021 09:33 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001327557

1. The exact name of the limited liability company is: HAMPSHIRE HEMP LLC

2a. Location of its principal office:

No. and Street: 28 APPLETON ST  
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

No. and Street: 28 APPLETON ST  
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

RETAIL SALES OF MERCHANDISE AND ALL LAWFUL PURPOSES.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MARK P. CUTTING  
 No. and Street: 28 APPLETON ST  
 City or Town: HOLYOKE State: MA Zip: 01040 Country: USA

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

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	MARK P CUTTING	28 APPLETON ST HOLYOKE, MA 01040 USA
MANAGER	NICHOLAS F YEE	705 MEMORIAL DR CHICOPEE, MA 01020 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	NICHOLAS F YEE	705 MEMORIAL DR CHICOPEE, MA 01020 USA
SOC SIGNATORY	MARK P CUTTING	28 APPLETON ST HOLYOKE, MA 01040 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:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	NICHOLAS F YEE	705 MEMORIAL DR CHICOPEE, MA 01020 USA
REAL PROPERTY	MARK P CUTTING	28 APPLETON ST HOLYOKE, MA 01040 USA

**9. Additional matters:**

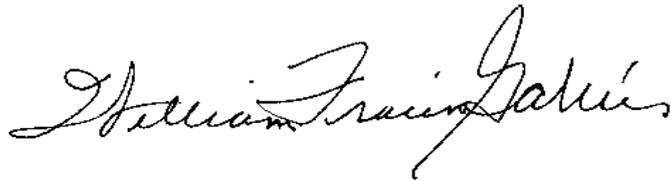
**SIGNED UNDER THE PENALTIES OF PERJURY, this 14 Day of May, 2018,**  
**MARK P. CUTTING**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

May 14, 2018 03:16 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

# AMENDED AND RESTATED BYLAWS AND OPERATING AGREEMENT

## ENLITE CANNABIS DISPENSARY LLC

AGREEMENT effective as of the first day of March, 2021, by and among the persons identified as Members in Schedule A hereto and the persons who become members in accordance with the provisions hereof (each such person being individually referred to as a "Member" and collectively as the "Members").

WHEREAS, ENLITE CANNABIS DISPENSARY LLC (the "LLC") has been formed as a limited liability company under the laws of The State of Massachusetts by the filing a Certificate of Organization in the office of the Secretary of State of the State of Massachusetts ("the Certificate"); and

WHEREAS, the Members wish to set out fully their respective rights, obligations and duties with respect to the LLC and its assets;

NOW, THEREFORE, in consideration of the mutual covenants herein expressed, the parties hereto hereby agree as follows:

### ARTICLE I Organization, Purpose, and Powers.

1.01 Formation. The LLC is a limited liability company under the laws of the Commonwealth of Massachusetts Laws (the "Act").

1.02 Name. The name of the LLC is ENLITE CANNABIS DISPENSARY LLC.

1.03 Business Address. The initial business address of the LLC is 50 Frank B. Murray Drive, Suite 300, Springfield, MA. The LLC may change its business address to and maintain such additional offices at such other places as the Manager may hereafter determine.

1.04 Term. The term of the LLC commenced on the date of filing the Certificate in the office of the Secretary of State for Massachusetts and shall continue until the LLC is terminated in accordance with Section 9.1.

1.05 Purpose. The purpose of the LLC is to carry on the operation of a adult use cannabis dispensary and to own real estate, and any business incidental thereto or in any way connected therewith, and any other business that the Members, by Consent of the Members, deem desirable or expedient.

1.06 Powers. Subject to all other provisions of this Agreement, in furtherance of the conduct of its business, the LLC is hereby authorized:

(a) To enter into, execute, modify, amend, supplement, acknowledge, deliver, perform and carry out contracts of any kind, including operating agreements of limited liability companies, whether as a member or manager; joint venture, limited and general partnership

agreements; contracts with Affiliated Persons; guarantees; and contracts establishing business arrangements or organizations necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC.

(b) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the LLC, and to secure the same by mortgages, pledges, or other liens.

(c) To the extent that funds of the LLC are available, to pay all expenses, debts and obligations of the LLC.

(d) To enter into or engage in any kind of activity necessary to, in connection with, or incidental to the accomplishment of the purposes of the LLC, so long as said activities may be lawfully carried on or performed by a limited liability company under the laws of the Commonwealth of Massachusetts.

(e) To take any other action not prohibited under the Act or other applicable law.

1.07 Designation of Manager. Mark Cutting and Nicholas Yee are each hereby designated as Managers of the LLC. Any person or corporation may be designated as a Manager at any time by Consent of a Majority of the Membership percentage. A Manager's status as a Manager may be terminated at any time when there is at least one other Manager by Consent of the majority of the Members. Any Manager may resign from, retire from, abandon, or otherwise terminate his status as a Manager by giving sixty (60) days prior written notice to all Members.

## ARTICLE II Members and Capital Contributions

2.01 Members. The LLC shall have one class of Members. The initial Members are the persons and or business entities identified as such in Schedule A hereto.

2.02 Additional Members. Except as provided in Section 8.01, additional Members may be admitted only with the Consent of all of the Members. Any such additional Member shall evidence his agreement to be bound by the terms of this Agreement in such manner as the Manager may require.

2.03 Capital Accounts. A separate Capital Account shall be maintained for each Member, including any Member who shall hereafter acquire an interest in the LLC.

### 2.04 Capital Contributions.

(a) On the date of this Agreement, each Member has made a Capital Contribution to the LLC, as set forth opposite his/her/its name in Schedule A.

(b) Except as set forth in Article III, no Member shall be entitled, obligated, or required to make any Capital Contribution in addition to his Capital Contribution made under

Section 2.02(a), or any loan, to the LLC. No loan made to the LLC by any Member shall constitute a Capital Contribution to the LLC for any purpose.

2.05 No Withdrawal of or Interest on Capital. No Member shall have the right to resign and receive any distribution from the LLC as a result of such resignation, and no Member shall have the right to receive the return of all or any part of his Capital Contribution or Capital Account except as provided in Sections 4.01 upon dissolution and liquidation of the LLC. No interest or prior or preferred return shall accrue or be paid on any Capital Contribution or Capital Account or any loan from a Member to the LLC, except as provided in Section 4.02.

2.06 Manager as a Member. A Manager may, but need not, hold an interest in the LLC as a Member.

2.07 Liability of Members. No Member, in his capacity as a Member, shall have any liability to restore any negative balance in his Capital Account or to contribute to, or in respect of, the liabilities or the obligations of the LLC, or to restore any amounts distributed from the LLC, except as may be required under the Act or other applicable law. In no event shall any Member, in his capacity as a Member, be personally liable for any liabilities or obligations of the LLC.

### ARTICLE III Additional Capital.

#### 3.01 Funding Capital Requirements.

(a) Except as provided in this Section 3,01, no Member shall be required to lend any funds to the LLC or, after his initial capital contribution made pursuant to Section 2.04 has been fully paid, make any additional Capital Contribution to the LLC, even if the failure to do so would result in a default of any of the LLC's obligations or the loss or termination of all or any part of the LLC's assets or business.

(b) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, the LLC may borrow funds from such lenders, including a Manager and Members, on such terms and conditions as are determined by Consent of a Majority of the Members.

(c) In the event that the LLC requires additional funds to carry out its purposes, to conduct its business, or to meet its obligations, and the LLC is unable to borrow sufficient funds as provided in Section 3.01(b), all Members shall be required to make additional Capital Contributions to the LLC in proportion to their Percentage Interests unless the sum of all of the Members' total Capital Contributions, other than Capital Contributions made in accordance with Section 3.01(d) below, shall exceed Two Hundred Thousand Dollars (\$200,000.00).

(d) Additional Capital Contributions shall be required of all Members in proportion to their Percentage Interests upon Consent of Members owning at least seventy one percent (71%) of the Percentage Interests.

(e) If any Member shall fail to make a portion of, or all of a required Capital Contribution within ten (10) days of receiving notice from the LLC of such requirement, then all other Members' shall cover the deficiency by making an additional Capital Contribution in proportion to their Percentage Interests. The Percentage Interest of the Member with a deficient Capital Contribution shall be reduced by the amount of the deficiency in proportion to the sum total of all Member Capital Contributions. The Percentage Interests of all of the other Members shall be increased by the amount that they contributed to cover the deficiency in proportion to the sum total of all Member Capital Contributions.

3.02 Third Party Liabilities. The provisions of the Article III are not intended to be for the benefit of any creditor or other person to whom any debts, liabilities or obligations are owed by (or who otherwise has any claim against) the LLC. Moreover, notwithstanding anything contained in this Agreement, including specifically but without limitation this Article III, no such creditor or other person shall obtain any rights under this Agreement or shall, by reason of this Agreement, make any claim in respect of any debt, liability or obligation against the LLC or any Member.

#### ARTICLE IV Distributions.

4.01 Distribution of Cash Flow. To the extent Cash Flow is available, Cash Flow shall be distributed to the Members in proportion to their respective Percentage Interests as follows: The LLC shall, to the extent that its financial condition reasonably permits, make interim distributions to the members to enable them to pay federal, state and other taxes on their shares of LLC income on time and in full. The LLC shall allocate these distributions among the members on the basis on which the LLC allocates its income among them. In computing the amount of each such distribution to each member, the LLC shall assume that the member must pay the highest marginal rate of tax on the member's share of LLC income. In addition, at such times and in such amounts as the Manager determines, unless otherwise determined by Consent of all of the Members, the remaining balance of cash flow will be allocated and distributed to the Members in the following order of priority:

- (a) First, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and
- (b) Second, the balance to the Members in proportion to their respective Percentage Interest.

In no event, however, shall any distribution from Cash Flow be made to the extent that such distribution would (a) violate the terms of any financing arrangement or agreement to which the LLC is a party, or (b) result in the inability of the LLC to pay its debts and obligations as they become due.

4.02 Distribution upon Dissolution. Proceeds from the sale or other disposition of all or substantially all the assets of the LLC and amounts available upon dissolution, after payment of or

adequate provision for the debts and obligations of the LLC, shall be distributed and applied in the following priority:

- (i) First, to fund reserves for liabilities not then due and owing and for contingent liabilities to the extent deemed reasonable by the Manager;
- (ii) Second, to the Members in proportion to their Adjusted Capital Contributions until their Adjusted Capital Contributions are reduced to zero; and
- (iii) Third, the balance to the Members in proportion to their respective Percentage Interests.

4.03 Distribution of Assets in Kind. No Member shall have the right to require any distribution of any assets of the LLC in kind. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Managers.

4.04 Tax Withholding. If the LLC incurs a withholding tax obligation with respect to the share of income allocated to any Member, (a) any amount which is (i) actually withheld from a distribution that would otherwise have been made to such Member and (ii) paid over in satisfaction of such withholding tax obligation shall be treated for all purposes under this Agreement as if such amount had been distributed to such Member: and (b) any amount which is so paid over by the LLC, but which exceeds the amount, if any, actually withheld from a distribution which would otherwise have been made to such Member, shall be treated as an interest-free advance to such Member. Amounts treated as advanced to any Member pursuant to this Section 4.04 shall be repaid by such Member to the LLC within thirty (30) days after the Manager gives notice to such Member making demand for repayment. Any amounts so advanced and not timely repaid shall bear interest, commencing on the expiration of said thirty (30) day period, compounded monthly on unpaid balances, at an annual rate equal to the Applicable Federal Rate as of such expiration date. The LLC shall collect any unpaid amounts from any LLC distributions that would otherwise be made to such Member.

## ARTICLE V Allocations.

5.01 Allocation of Profits and Losses. For federal tax purposes, each Member's share of the LLC's income, gain, deduction, and loss shall be determined in accordance with Appendix I. The Members are aware of the tax consequences of the allocations made pursuant to Appendix I and agree to be bound by the provisions hereof and those of Appendix I in reporting their respective shares of the Company's income, gain, deduction, and loss for United States tax purposes.

## ARTICLE VI Management

6.01 Management of the LLC. The overall management and control of the business and affairs of the LLC shall be vested in the Managers. Except to the extent provided in Section 6.02, the Manager shall have the right and power to manage, operate, and control the LLC, to do all

things necessary or appropriate to carry on the business and purposes of the LLC, including without limitation the right:

- (a) To manage the business of the LLC, including the hiring of employees by the LLC for such purpose;
- (b) To execute, deliver, make, modify or amend such documents and instruments, in the name of the LLC, as the Manager may deem necessary or desirable in connection with the management of the business of the LLC or for other purposes of the LLC;
- (c) To acquire and dispose of assets for use by the LLC in the conduct of its business;
- (d) To obtain credit and other financial accommodations;
- (e) To perform or cause to be performed all of the LLC's obligations under any agreement to which the LLC is a party, including without limitation, any obligations of the LLC or otherwise in respect of any indebtedness secured in whole or in part by, or by lien on, or security interest in, any asset(s) of the LLC;
- (f) To engage, retain or deal with agents, brokers, accountants, lawyers, and consultants;
- (g) To appoint individuals to act as officers of the LLC and delegate to such individuals such authority to act on behalf of the LLC and such duties and functions as the Manager shall determine, including such duties as would normally be delegated to officers of a corporation holding similar offices;
- (h) To adjust, compromise, settle or refer to arbitration any claim in favor of or against the LLC or any of its assets, to make elections in connection with the preparation of any federal, state and local tax returns of the LLC, and to institute, prosecute, and defend any legal action or any arbitration proceeding;
- (i) To acquire and enter into any contract of insurance necessary or proper for the protection of the LLC, its Members, and its Managers, including, without limitation, to provide the indemnity described in Section 6.06 or any portion thereof; and
- (j) To establish a record date for any distribution to be made under Article IV;  
and
- (k) To perform any other act which the Manager may deem necessary or desirable for the LLC or its business.

6.02 Limitations on Authority of Manager. Notwithstanding the provisions of Section 6.01, the Manager/Managers shall have no power or authority to take any of the following actions without the Consent of the majority of the Members:

- (a) Lease, mortgage, sell, transfer, or dispose of all or substantially all of the LLC's assets;
- (b) Merge with or consolidate into another business entity;
- (c) Admit additional Class B Members; or
- (d) Sell, assign, license, or otherwise transfer proprietary technology of the LLC.

6.03 Binding the LLC. Any action taken by the Manager(s) as Manager of the LLC shall bind the LLC and shall be deemed to be the action of the LLC. The signature of one Manager on any agreement, contract, instrument or other document shall be sufficient to bind the LLC in respect thereof and conclusively evidence the authority of such Manager and the LLC with respect thereto, and no third party need look to any other evidence or require joinder or consent of any other party.

6.04 Compensation of Manager and Members. No payment shall be made by the LLC to any Member for such Member's services except as provided duly authorized separate agreement between the LLC and Member.

6.05 Contracts with Affiliated Persons. The LLC may enter into one or more agreements, leases, contracts or other arrangements for the furnishing to or by the LLC of goods, services, or space with any Member, Manager, or Affiliated Person, and may pay compensation thereunder for such goods, services, or space, provided in each case the amounts payable thereunder are reasonably comparable to those which would be payable to unaffiliated Persons under similar agreements, and if the determination of such amounts is made in good faith it shall be conclusive absent manifest error.

6.06 Indemnification. Each Manager shall be entitled to indemnity from the LLC for any liability incurred by him on account of any act performed by him within the scope of the authority conferred on him by this Agreement and on account of any act omitted to be performed him in good faith; provided, however, a Manager shall not be entitled to indemnity on accounts of his gross negligence or willful misconduct. Indemnification hereunder shall include all reasonable expenses incurred by the Manager, including reasonable legal and other professional fees and expenses. The doing of any act or failure to do any act by a Manager, the effect of which may cause or result in loss or damage to the LLC, if done in good faith to promote the best interests of the LLC, shall not subject the Manager to any liability to the Members except for gross negligence or willful misconduct. Each Member shall be entitled to indemnity from the LLC to the full extent permitted by the Act.

6.07 Other Activities. Except to the extent provided in a separate agreement between any of them and the LLC, the Members, Managers, and their Affiliates may engage in and possess interests in other business ventures and investment opportunities of every kind and description, independently or with others, including serving as Managers of other limited liability companies and general partners of partnerships with purposes similar to those of the LLC. Neither the LLC

nor any other Member or Manager shall have any rights in or to such ventures or opportunities or the income or profits therefrom.

## ARTICLE VII Fiscal Matters

7.01 Books and Records. The Managers shall keep or cause to be kept complete and accurate books and records of the LLC, using the same methods of accounting which are used in preparing the federal income tax returns of the LLC to the extent applicable and otherwise in accordance with generally accepted accounting principles consistently applied. Such books and records shall be maintained and be available at an office of the LLC for examination and copying by any Member or by a duly authorized representative of any Member upon reasonable request during ordinary business hours. A current list of the full name and last known address of each Member, a copy of this Agreement and any amendments thereto, a copy of the Certificate and any amendments thereto, and copies of the LLC's financial statements and federal and state income tax returns and reports, if any, for the three most recent years, shall be maintained at the registered office of the LLC. Within one hundred twenty (120) days after the end of each fiscal year of the LLC, each Member shall be furnished with financial statements that shall contain a balance sheet as of the end of the fiscal year and statements of income and cash flows for such fiscal year. Any Member may, at any time, at such Member's own expense, cause an audit or review of the LLC books to be made by a certified public accountant selected by such Member.

7.02 Bank Accounts. Bank accounts of the LLC shall be maintained in such banking or other financial institution(s) as shall be selected by the Managers, and withdrawals shall be made and other activity conducted on such signature or signatures as shall be determined by the Managers.

7.03 Fiscal Year. The fiscal year of the LLC shall end on December 31 of each year.

7.04 Tax Matters Partner. Mark Cutting is hereby designated as the "Tax Matters Partner" of the LLC until his resignation or until the designation his successor by Consent of the Majority of the Members, whichever occurs sooner. The Tax Matters Partner is hereby authorized to and shall perform all duties of a "Tax Matters Partner" under the Code and as such shall have the authority to manage and control, on behalf of the LLC, any administrative proceeding with the Internal Revenue Service relating to the determination of any item of LLC income, gain, loss, deduction, or credit for federal income tax purposes.

7.05 Tax Elections. The Tax Matters Partner may, on behalf of the LLC, make or revoke an election in accordance with Section 754 of the Code so as to adjust the basis of property of the LLC in the case of a distribution of property within the meaning of Section 734 of the Code and in the case of a transfer of an interest in the LLC within the meaning of Section 743 of the Code. The Tax Matters Partner may also make other elections relating to taxes to effectuate the intent and purposes of this Agreement.

7.06 Taxation as Partnership. The LLC shall be treated as a partnership for federal income tax purposes.

## ARTICLE VIII Transfers of Interests

### 8.01 General Restrictions on Transfer.

(a) No Member may Transfer all or any part of such Member's interest as a member of the LLC or otherwise withdraw from the LLC except as provided in Section 8.02 or with the Consent of the Members other than the transferring Member, which may be withheld for any reason.

(b) Notwithstanding Section 8.01(a) above, no Member may Transfer all or any part of such Member's interest as a member of the LLC or otherwise withdraw from the LLC, except as provided in Section 8.02, unless the transferring Member (the "Offeree") receives a written offer made in good faith by a third party (the "Offeror") to purchase all or a portion of the Member's interest in the LLC and the transferring Member provides the LLC and the other Members a right of first refusal to purchase said interest as provided herein:

(i) The offer shall be bona fide, shall be the result of arms-length negotiations between the Offeree and the Offeror and shall set forth the name of the Offeror, the interest to be transferred, the price and other terms of the offer and any other relevant material information available regarding the proposed transfer. The Offeree shall deliver copies of the offer to the other Members of the LLC.

(ii) The LLC shall have an option to acquire all or (subject to the conditions hereinafter set forth) any part of the interest being offered at the price, terms and conditions set forth in the offer. The LLC shall have thirty (30) days from receipt of the offer in which to notify the Offeree of its election to purchase all or a portion of the interest being offered. If the LLC does not elect to purchase all of the offered interest, it shall so notify the other Members no later than twenty (20) days after the end of the said period, and the other Members may elect to purchase the balance of the offered interest on the same terms and conditions as are set forth in the offer, by giving notice to the Offeror within thirty (30) days after notice from the LLC. The Members electing to purchase shall have the right to purchase in proportion to their relative Percentage Interests, or in such other manner as they may agree to within the second 30-day period.

(iii) The closing of the purchase by the LLC and/or any Members shall take place on a date not less than ten (10) days nor more than forty (40) days after all elections to purchase have been made, as specified by the LLC and the purchasing Members, if any.

(iv) If the interest of the Offeree is not purchased by the LLC and the other Members as provided herein, the Offeree may sell such interest to the Offeror upon the terms and conditions set forth in the offer (or other terms and conditions no more favorable to the Offeror), provided that such sale is concluded within thirty (30) days

after the expiration of both periods in which elections to purchase may be made by the LLC or the other Members, and the Offeror complies with all of the provisions of Section 8.01.

(c) Every Transfer of an interest as a Member of the LLC permitted by this Article VIII, including Transfers permitted by Section 8.02, shall nevertheless be subject to the following:

(i) No Transfer of any interest in the LLC may be made if such Transfer would cause or result in a breach of any agreement binding upon the LLC or of then applicable rules and regulations of any governmental authority having jurisdiction over such Transfer. The Managers, may require as a condition of any Transfer that the transferor assume all costs incurred by the LLC in connection therewith and furnish an opinion of counsel, satisfactory to the LLC both as to counsel and opinion, that the proposed Transfer complies with applicable law, including federal and state securities laws, and does not cause the LLC to be an investment company as such term is defined in the Investment Company Act of 1940, as amended.

(ii) A transferee of an interest who is not otherwise a Member, except for a transferee of an interest that is a limited liability company for which the transferring Member is the sole member, shall not be admitted to the LLC as a Member without the Consent of the Member(s) other than the transferring Member, which Consent may be withheld for any reason, and such a transferee who is not so admitted need not be recognized by the LLC for any purpose and shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(iii) Notwithstanding anything contained herein to the contrary, no interest as a Member shall be transferred if, by reason of such Transfer, the classification of the LLC as a partnership for federal income tax purposes would be adversely affected or jeopardized, or if such transfer would have any other substantial adverse effect for federal income tax purposes.

(iv) In the event of any Transfer, there shall be filed with the LLC a duly executed and acknowledged counterpart of the instrument effecting such Transfer. The transferee, if any, shall execute such additional instruments as shall be reasonably required by the Manager. If and for so long as such instruments are not so executed and filed, the LLC need not recognize any such Transfer for any purpose, and the transferee shall be entitled only to the rights which are required under the Act to be afforded to a transferee who does not become a Member.

(v) Upon the admission or withdrawal of a Member, this Agreement shall be amended appropriately to reflect the then existing names and addresses of the Members and Manager(s) and their respective Percentage Interests.

(d) A transferor of an interest as a Member shall, if the transferee is a Member hereunder or if the transferee becomes a Member pursuant to the provisions of this Agreement, be relieved of liability under this Agreement with respect to the transferred interest arising or accruing on or after the effective date of the Transfer.

(e) Any Person who acquires, in any manner whatsoever, an interest (or any part thereof) in the LLC, whether or not such Person has accepted and assumed in writing the terms and provisions of this Agreement or been admitted into the LLC as a Member as provided in Section 8.01(c), shall be deemed, by acceptance of the acquisition thereof, to have agreed to be subject to and bound by all of the obligations of this Agreement with respect to such interest and shall be subject to the provisions of this Agreement with respect to any subsequent Transfer of such interest.

(f) Any Transfer in contravention of any of the provisions of this Agreement shall be null and void and ineffective to transfer any interest in the LLC, and shall not bind, or be recognized by, or on the books of, the LLC, and any transferee or assignee in such transaction shall not be or be treated as or deemed to be a Member for any purpose. In the event any Member shall at any time Transfer an interest in the LLC in contravention of any of the provisions of this Agreement, then each other Member shall, in addition to all rights and remedies at law and equity, be entitled to a decree or order restraining and enjoining such transaction, and the offending Member shall not plead in defense thereto that there would be an adequate remedy at law; it being expressly hereby acknowledged and agreed that damages at law would be an inadequate remedy for a breach or threatened breach of the violation of the provisions concerning such transaction set forth in this Agreement.

8.02 Permitted Transfers. The following Transfers shall be permitted without the Consent of the Members otherwise required under Section 8.01(a) above or the right of first refusal otherwise required under Section 8.01 (b) above, but such permitted Transfers shall in any event be subject to Sections 8.01(c)—(f) hereof:

(a) An interest as a Member of the LLC may be Transferred from time to time as a part of any proceeding under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, and subject to the requirements and provisions thereof.

(b) An interest as a Member of the LLC may be Transferred from time to time to any other Member and to any Legal Representative, Affiliate, limited liability company for which the transferring Member is the sole member, or member of the Immediate Family of the transferring Member.

8.03 Continuation of the LLC. Notwithstanding a Transfer or other withdrawal from the LLC of a Member, the LLC shall not be dissolved and its affairs shall not be wound up, and it shall remain in existence as a limited liability company under the laws of the Commonwealth of Massachusetts, if the remaining Members, within ninety (90) days thereafter, elect to continue the

LLC and the business of the LLC and, if the Transfer or other withdrawal was by a Member who was also the only Manager, appoint, as of the date of such Transfer or withdrawal, one or more new Managers.

#### ARTICLE IX Dissolution and Termination

9.01 Events Causing Dissolution. The LLC shall be dissolved and its affairs wound up upon:

(a) The sale or other disposition of all or substantially all of the assets of the LLC;

(b) A Transfer or other withdrawal of a Member if there is no election pursuant to Section 8.03 to continue the LLC;

(c) The election to dissolve the LLC made in writing by Consent of a Majority of the Members;

(d) Any consolidation or merger of the LLC with or into any entity in which the LLC is not the resulting or surviving entity; or

(e) Upon the occurrence of an event specified under the laws of the Commonwealth of Massachusetts as one effecting dissolution, except that where, under the terms of this Agreement the LLC is not to terminate, then the LLC shall immediately be reconstituted and reformed on all the applicable terms, conditions, and provisions of this Agreement. The LLC shall not be dissolved upon the death, insanity, retirement, resignation, expulsion, bankruptcy, dissolution, or occurrence of any other event, which terminates the membership of a Member, except as provided in Section 9.01(b).

9.02 Procedures on Dissolution. Dissolution of the LLC shall be effective on the day on which the event occurs giving rise to the dissolution, but the LLC shall not terminate until the Certificate shall be canceled. Notwithstanding the dissolution of the LLC, prior to the termination of the LLC, as aforesaid, the business and the affairs of the LLC shall be conducted so as to maintain the continuous operation of the LLC pursuant to the terms of this Agreement. Upon dissolution of the LLC, the Manager, or if none, a liquidator elected by the Consent of the Members, shall liquidate the assets of the LLC, apply and distribute the proceeds thereof under Section 4.02 of this Agreement, and thereafter cause the cancellation of the Certificate.

## ARTICLE X General Provisions

10.01 Notices. Any and all notices under this Agreement shall be effective (a) on the third business day after being sent by registered or certified mail, return receipt requested, postage prepaid, or (b) on the first business day after being sent by express mail, telecopy, or commercial expedited delivery service providing a receipt for delivery. All such notices in order to be effective shall be addressed, if to the LLC at its registered office under the Act, if to a Member at the last address of record on the LLC books, and copies of such notices shall also be sent to the last address for the recipient which is known to the sender, if different from the address so specified.

10.02 Word Meanings. The words such as "herein", "hereinafter", "hereof", and "hereunder" refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

10.03 Binding Provisions. Subject to the restrictions on transfers set forth herein, the covenants and agreements contained herein shall be binding upon, and inure to the benefit of, the parties hereto, their heirs, Legal Representatives, successors and assigns.

10.04 Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Act, as interpreted by the courts of the Commonwealth of Massachusetts, notwithstanding any rules regarding choice of law to the contrary.

10.05 Counterparts. This Agreement may be executed in several counterparts and as so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the original or the same counterpart.

10.06 Separability of Provisions. Each provision of this Agreement shall be considered separable. If for any reason any provision or provisions herein are determined to be invalid and contrary to any existing or future law, such invalidity shall not impair the operation of or affect those portions of this Agreement which are valid, and if for any reason any provision or provisions herein would cause the Members to be liable for or bound by the obligations of the LLC, such provision or provisions shall be deemed void and of no effect.

10.07 Section Titles. Section titles are for descriptive purposes only and shall not control or alter the meaning of this Agreement as set forth in the text.

10.08 Amendments. Except as otherwise specifically provided herein, this Agreement may be amended or modified only with the written Consent of all of the Members. Specifically, and without limiting the generality of the foregoing, this Agreement may be amended to provide for Capital Contributions from, distributions to, and allocations of Profits and Losses to one or more additional classes of Members with the consent of all of the Members. No Member shall

have any preemptive, preferential or other right with respect to the issuance or sale of any Member's interests or any warrants, subscriptions, options or other rights with respect thereto.

10.09 Entire Agreement. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

10.10 Survival of Certain Provisions. The Members acknowledge and agree that this Agreement contains certain terms and conditions which are intended to survive the dissolution and termination of the LLC, including, but without limitation, the provisions of Sections 2.05 and 6.06. The Members agree that such provisions of this Agreement which by their terms 10.10 require, given their context, that they survive the dissolution and termination of the LLC so as to effectuate the intended purposes and agreements of the Members shall survive notwithstanding that such provisions had not been specifically identified as surviving and notwithstanding the dissolution and termination of the LLC or the execution of any document terminating this Agreement, unless such termination document specifically provides for nonsurvival by reference to this Section 10.10 and to specific nonsurviving provisions.

## ARTICLE X Definitions

The following defined terms used in this Agreement shall have the meanings specified below:

"Accountants" means such firm of independent certified public accountants as may be engaged from time to time by the LLC.

"Act" means the Massachusetts Limited Liability Company Act, in effect at the time of the initial filing of the Certificate with the office of the Secretary of State of the Commonwealth of Massachusetts, and as thereafter amended from time to time.

"Adjusted Capital Contribution" means a Member's capital contribution to the LLC reduced by all distributions made to such Member under Section 4.01.

"Affiliated Person" or "Affiliate" means, with reference to a specified Person, any (i) Person who owns directly or indirectly 10% or more of the beneficial ownership in such Person; (ii) one or more Legal Representatives of such Person and/or any Persons referred to in the preceding clause (i); (iii) entity in which any one or more of such Person and/or the Persons referred to in the preceding clauses (i) and (ii) owns directly or indirectly 10% or more of the beneficial ownership.

"Agreement" means this Operating Agreement as it may be amended, supplemented, or restated from time to time.

"Applicable Federal Rate" means the Applicable Federal Rate as that term is defined in Code Section 7872, whether the short-term, mid-term or long-term rate, as the case may be, as

published from time to time by the Secretary of the Treasury based on average market yields for relevant recent periods.

"Bankruptcy" means any of the following:

(i) If any Member shall file a voluntary petition in bankruptcy, or shall file any petition or answer seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors, or shall file any answer or other pleading admitting or failing to contest the material allegations of any petition in bankruptcy or any petition seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief filed against such Member, or shall seek or consent to or acquiesce in the appointment of any trustee, receiver, conservator, or liquidator of such Member or of all or any substantial part of his, her or its properties or his, her or its interest in the LLC (the term "acquiesce" as used herein includes but is not limited to the failure to file a petition or motion to vacate or discharge any order, judgment, or decree within thirty (30) days after such order, judgment or decree); or

(ii) If a court of competent jurisdiction shall enter in an order, judgment or decree approving a petition, file against any Member seeking any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the present or any future federal bankruptcy act or any other present or future applicable federal, state, or other statute or law relating to bankruptcy, insolvency, or other relief for debtors and such Member shall acquiesce in the entry of such order, judgment, or decree, or if any Member shall suffer the entry of an order for relief under title 11 of the United States Code and such order, judgment, or decree shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry thereof, or if any trustee, receiver, conservator, or liquidator of any Member or of all or any substantial part of such Member's properties or such Member's interest in the LLC shall be appointed without the consent or acquiescence of such Member and such appointment shall remain unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or

(iii) If any Member shall make an assignment for the benefit of creditors or take any other similar action for the protection or benefit of creditors.

"Capital Contribution" means the amount of cash and the value of any other property contributed to the LLC by a Member.

"Cash Flow" means the excess of cash receipts from day-to-day operations of the LLC over (i) the cash needed to pay expenses arising from day-to-day operations of the LLC and (ii) the cash needed in the reasonable judgment of the Manager to fund a reasonable reserve for the needs of the LLC's business.

"Certificate" means the Certificate of Organization creating the LLC, as it may, from time to time, be amended in accordance with the Act.

"Gross Receipts" means all of the monies received by the LLC from sales, exchanges and the like at the store location of the store owned by the LLC before any expenses are paid out for any reason.

"Member" shall refer severally to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement.

"Code" means the Internal Revenue Code of 1986, as amended from time to time, and any subsequent federal law of similar import.

"Consent" means the written consent or approval of those Members entitled to participate in giving such Consent.

"Immediate Family" (i) with respect to any individual, means his ancestors, spouse, issue, spouses of issue, any trustee or trustees, including successor and additional trustees, principally for the benefit of any one or more of such individuals, and any entity or entities all of the beneficial owners of which are such trusts and/or such individuals, but (ii) with respect to a Legal Representative, means the Immediate Family of the individual for whom such Legal Representative was appointed and (iii) with respect to a trustee, means the Immediate Family of the individual with respect to whom the principal beneficiaries are MEMBERS of the Immediate Family.

"LLC" means the limited liability company formed pursuant to the Certificate and this Agreement, as it may from time to time be constituted and amended. The LLC is referred to as the "Company" in Appendix I hereto.

"Legal Representative" means, with respect to any individual, a duly appointed executor, administrator, guardian, conservator, personal representative or other legal representative appointed as a result of the death or incompetence of such individual.

"Majority" means of more than fifty percent (50%) in interest, based on Percentage Interests held as Members.

"Manager" shall refer to the person named as Manager in this Agreement and any person who becomes an additional, substitute or replacement Manager as permitted by this Agreement, in each such Person's capacity as a Manager of the LLC.

"Member" shall refer severally to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or

replacement Member as permitted by this Agreement, in each such Person's capacity as a Member of the LLC. "Members" shall refer collectively to the persons or entities named as Members in this Agreement and any person or entity who or which becomes an additional, substitute, or replacement Member as permitted by this Agreement.

"Percentage Interest" shall be the percentage interest of a Member set forth in Schedule A, as amended from time to time.

"Transfer" and any grammatical variation thereof shall refer to any sale, exchange, issuance, redemption, assignment, distribution, encumbrance, hypothecation, gift, pledge, retirement, resignation, transfer or other withdrawal, disposition or alienation in any way as to any interest as a Member. Transfer shall specifically, without limitation of the above, include assignments and distributions resulting from death, incompetence, Bankruptcy, liquidation and dissolution.

The definitions set forth in the Act shall be applicable, to the extent not inconsistent herewith, to define terms not defined herein and to supplement definitions contained herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

\_\_\_\_\_/s/Mark Cutting\_\_\_\_\_  
MARK CUTTING, Manager

\_\_\_\_\_/s/ Nicholas Yee\_\_\_\_\_  
NICHOLAS YEE, Manager

SCHEDULE A

In exchange for their respective membership rights in the LLC, each member shall make the following contributions of cash to the LLC in accordance with the following terms and conditions:

<u>Name of Member</u>	<u>Percentage Interest</u>	<u>Capital Contribution</u>
MARK CUTTING	50%	\$100,000.00
NICHOLAS YEE	25%	\$50,000.00
PETER PICKNELLY	25%	\$50,000.00

## APPENDIX I

Except as hereinafter provided, all items of Company income, gain, deduction and loss, as determined for U.S. tax purposes, shall be divided among the Members in the same manner as net income, net loss or items thereof, as determined for book purposes, are allocated to their Capital Accounts in accordance with this Appendix I.

Paragraph 1. Capital Accounts. "Capital Account" shall mean an account maintained for each Member in accordance with the rules of Treasury Regulations Section 1.704-1(b)(2)(iv), and this definition and the determinations of net income, net loss and items thereof shall be interpreted and applied in a manner consistent therewith. Whenever the Company would be permitted to adjust the Capital Accounts of the Members pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property, the Company may so adjust the Capital Accounts of the Members. In the event that the Capital Accounts of the Members are adjusted pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)(f) to reflect revaluations of Company property, (i) the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain or loss, as computed for book purposes, with respect to such property, (ii) the Members' distributive shares of depreciation, depletion, amortization and gain or loss, as computed for tax purposes, with respect to such property shall be determined so as to take account of the variation between the adjusted tax basis and book value of such property in the same manner as under Code Section 704(c), and (iii) the amount of upward and/or downward adjustments to the book value of the Partnership property shall be treated as income, gain, deduction and/or loss for purposes of applying the allocation provisions of this Appendix I. In the event that Code Section 704(c) applies to Company property, the Capital Accounts of the Members shall be adjusted in accordance with Treasury Regulations Section 1.704-1(b)(2)(iv)(g) for allocations of depreciation, depletion, amortization and gain and loss, as computed for book purposes, with respect to such property. The Capital Accounts shall be maintained for the sole purpose of allocating items of income, gain, loss and deduction among the Members and shall have no effect on the amount of any distributions to any Members in liquidation or otherwise. Notwithstanding any provision contained herein to the contrary, no Member shall be required to restore any negative balance in its Capital Account.

Paragraph 2. Allocation of Profits & Losses. Subject to Paragraph 3 of this Appendix, all items of Company income, gain, loss and deduction as determined for book purposes remaining after the special allocations provided in Paragraphs 4 through 7 of this Appendix shall be allocated among the Members and credited or debited to their respective Capital Accounts so as to ensure to the maximum extent possible that the balance of each Member's Adjusted Capital Account at the end of any taxable year would be positive to the extent of the amount of cash that such Member would receive (or would be negative to the extent of the amount of cash that such Member would be required to contribute to the Company) if the Company sold all of its property for an amount of cash equal to the book value (as determined pursuant to Treasury Regulations Section 1.704-1(b)(2)(iv)) of such property (reduced, but not below zero, by the amount of nonrecourse debt to which such property is subject) and all of the cash of the Company remaining after payment of all liabilities (other than nonrecourse liabilities) of the Company were distributed in liquidation immediately following the end of such taxable year in accordance with Section 15.4. For purposes

of this Appendix I, a Member's "Adjusted Capital Account" shall mean the balance of the Member's Capital Account, increased by the amount of such Member's obligation to restore a deficit in its Capital Account, including any deemed obligation pursuant to the penultimate sentences of Treasury Regulations Sections 1.704-2(g)(1) and 1.7042(i)(5), and reduced by the amounts described in Treasury Regulations Section 1.704-1(b)(2)(ii)(d)(4), (5), or (6).

Paragraph 3. Special Allocations. Notwithstanding any other provision of this Appendix, the Tax Matters Partner in its discretion may, and in the event of a conversion, cancellation, redemption or repurchase a Member's interest or the admission of a new Member shall, adjust the Capital Accounts (which may include the reallocation of outstanding Capital Account balances or portions thereof among the Members) and/or modify the manner in which net income and net losses or items thereof are allocated in such manner as the Tax Matters Partner in its discretion deems necessary or appropriate for the allocations pursuant to this Appendix to be in accordance with the Members' interests in the Company within the meaning of Section 704(b) of the Code or to otherwise comply with the requirements of Section 704 of the Code.

Paragraph 4. Nonrecourse Deductions. Notwithstanding any other provision of this Appendix, nonrecourse Deductions (or any other items that cannot have economic effect) shall be allocated to the Members in proportion to their Percentage Interests, or in such other manner as the Tax Matters Partner determines is necessary or appropriate to comply with the requirements of Section 704(b) of the Code. For purposes of this paragraph, the term "Nonrecourse Deductions" has the meaning set forth in Treasury Regulations Section 1.704-2(b)(1).

Paragraph 5. Minimum Gain Chargeback. Notwithstanding any other provisions of this Appendix, in the event there is a net decrease in Company Minimum Gain during a Fiscal Period, the Members shall be allocated items of income and gain in accordance with Treasury Regulations Section 1.704-2(f). For purposes of this Appendix, the term "Company Minimum Gain" has the same meaning as "partnership minimum gain" as set forth in Treasury Regulations Section 1.704-2(b)(2), and any Member's share of Company Minimum Gain shall be determined in accordance with Treasury Regulations Section 1.704-2(g)(1). This paragraph is intended to comply with the minimum gain chargeback requirement of Treasury Regulations Section 1.7042(f) and shall be interpreted and applied in a manner consistent therewith.

Paragraph 6. Member Nonrecourse Debt. Notwithstanding any other provisions of this Appendix, any items of income, gain, deduction and loss of the Company that are attributable to a nonrecourse debt of the Company that constitutes Member Nonrecourse Debt (including chargebacks of Member Nonrecourse Debt Minimum Gain) shall be allocated in accordance with the provisions of Treasury Regulations Section 1.704-2(i). For purposes of this Appendix, the term "Member Nonrecourse Debt" has the same meaning as "partner nonrecourse debt" as set forth in Treasury Regulations Section 1.704-2(b)(4). This paragraph is intended to satisfy the requirements of Treasury Regulations Section 1.704-2(i) (including the partner nonrecourse debt chargeback requirements) and shall be interpreted and applied in a manner consistent therewith.

Paragraph 7. Member Minimum Gain Chargeback. Except as otherwise provided in Treasury Regulations Section 1.704-2(i)(4), notwithstanding any other provision of this Appendix, if there is a net decrease in Member Nonrecourse Debt Minimum Gain attributable to a Member Nonrecourse Debt during any Fiscal Period, each Member who has a share of the Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt, determined in accordance with Treasury Regulations Section 1.704-2(i)(5), shall be specially allocated items of Company income and gain for such Fiscal Period (and, if necessary, subsequent Fiscal Periods) in an amount equal to such Member's share of the net decrease in Member Nonrecourse Debt Minimum Gain attributable to such Member Nonrecourse Debt determined in accordance with Treasury Regulations Section 1.704-2(i)(4). Allocations pursuant to the previous sentence shall be made in proportion to the respective amounts required to be allocated to each Member pursuant thereto. The items to be so allocated shall be determined in accordance with Treasury Regulations Sections 1.704-2(i)(4) and 1.704-2(j)(2). For purposes of this Article VIII, the term "Member Nonrecourse Debt Minimum Gain" has the same meaning as "member nonrecourse debt minimum gain" as set forth in Treasury Regulations §1.704-2(i)(2). This paragraph is intended to comply with the minimum gain Chargeback requirement in Treasury Regulations Section 1.704-2(i)(4) and shall be interpreted consistently therewith.

Paragraph 8. Tax Allocations Where Book Value Differs from Tax Basis.

(a) In accordance with §704(c) of the Code and the Treasury Regulations thereunder, income, gain, loss and deduction with respect to any property contributed to the capital of the Company shall, solely for tax purposes, be allocated among the Members so as to take account of any variation between the adjusted basis of such property to the Company for federal income tax purposes and its book value.

(b) In the event of a revaluation of Company assets pursuant to the Capital Account maintenance requirements contained in Treasury Regulations Section 1.704-1(b)(2)(iv), income, gain, loss or deduction shall, solely for tax purposes, be allocated as required by such rules in accordance with the principles of Section 704(c) of the Code.

**Enlite Cannabis Dispensary LLC**  
**Business Plan**

# **Outline**

- 1) Executive Summary
- 2) Market Analysis
- 3) Organization & Management
- 4) Products
- 5) Marketing
- 6) Growth
- 7) Financial Projections

## **Executive Summary**

Enlite Cannabis Dispensary LLC (Enlite) will be opening a second dispensary located in the Indian Orchard neighborhood of Springfield, MA.

The facility is well positioned and it matches the ideal picture of a community dispensary store. We are not going to spend much to face lift the facility. Before taking over the facility, it was used as a bank branch and remains in new condition. The business has launched with one dispensary in Northampton MA, but we have plans to open a third outlet at a key location in Massachusetts.

Enlite will be involved in the retailing of recreational marijuana once we are able to secure the required license from the Cannabis Control Commission.

We are in recreational marijuana dispensary business as permitted by the law in Massachusetts. Our employees will be trained and qualified to handle the wide range of customers. Enlite will be a 7 day a week dispensary store. We are in business to service any walk-in customer or customer placing pre orders over the age of 21. Our work force is going to be well trained to operate within the framework of our company's culture and to meet the needs of all our customers.

Enlite will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software that will enable us to manage one on one relationships with our customers no matter how large the number of our customer base grows. Enlite is a local business that is managed by Matthew Yee, COO.

### **Our Products**

Enlite will retail a wide range of cannabis strains ranging from forms of Sativa, Indica, and hybrid Cannabis flowers. These will be sourced from different manufacturing brands to customers who are based in the Western MA area. We will also engage in the sale of but will not be limited to:

- 1.) Topical Salves

- 2.) Creams/Lotions
- 3.) Patches
- 4.) Oral Mucosal/Sublingual Dissolving Tablets
- 5.) Tinctures
- 6.) Inhalation Ready to use Extracted Hash Oils
- 7.) Pre-Dosed Oil Vaporizers
- 8.) Ingestion Capsules
- 9.) Food/Beverages

### **Our Vision Statement**

Our vision is to become a reliable and safe dispensary for the surrounding areas of Western Massachusetts.

### **Our Mission Statement**

Our mission is to establish a first-class recreation marijuana dispensary store that will sell a top-quality product to the recreational market.

### **Business Structure**

Enlite is a business that will be built on a solid foundation. From the onset, we have decided to recruit only qualified people to operate various job positions in our organization. We are quite aware of the rules and regulations governing the recreation industry, which is why we decided to recruit experienced and qualified employees to be the foundational staff of the organization. We hope to leverage on their expertise to build our business brand as a premiere marijuana dispensary within the local area.

When hiring, we will look for applicants that are not just qualified and experienced, but honest, customer centric and willing to put in the hours it takes to help us build a prosperous business that will benefit all stake holders (the owners, workforce, and customers).

## **Market Analysis**

### **Market Trends**

The market trend in the recreation industry of which the marijuana dispensary business falls under is directly influenced by a country's healthcare reform policies. The fact that the pharmaceutical industry is highly regulated means that any entrepreneur who wants to run a marijuana dispensary business must be ready to play by the book or they will be out of business.

Several other factors influence market trends in the industry, and it is normal to see bigger marijuana dispensary stores. Undoubtedly, the industry will continue to grow and become more profitable due to the aging baby-boomer generation in the United States which is projected to drive increasing demand for marijuana.

Marijuana dispensary stores are now making use of technology to effectively manage their business by plugging financial leakages which happens to be one of the biggest challenges that retail businesses faces. The use of technology, i.e. CRM software is very effective in helping retail businesses manage their clientele base.

### **Our Target Market**

Enlite Cannabis is in business to service a wide range of customers. We will ensure that we target pre-order customers and walk in customers above the age of 21. The fact that we are going to open our doors to a wide range of customers does not in any way stop us from demanding and screening patrons as required by the law. Our staff is trained to effectively service our customers and still play by the rules governing the industry.

Our customers can be categorized into the following categories;

- Households with individuals over the age of 21
- Corporate Executives
- Business People
- Elderly People
- Sports Men and Women
- Students over the age of 21
- Middle Aged People – who are usually working stressed from work and may have insomnia

### **Our Competitive Advantage**

In every business there is competition, however, we believe we possess several strengths that will allow us to remain visible on the business radar at all times. The recreational industry is known to be highly competitive in the U.S. In this industry, most of the competitive dynamics center around the quality of cannabis dispensed, the service offered, the location where the dispensary is at, and to some extent, the branding of the business plays a significant role. Even though competition is stiff especially from the big, well-backed enterprises, smaller enterprises can still get their fair share of the market if they stay true to the competitive dynamics.

Enlite is entering into the market well prepared to favorably compete in the industry. Our store is well positioned and visible. We have plenty of parking space available with good security. Our management staff is well groomed in retail market and all our employees are trained to provide customized customer service to all of our clients.

## **Organization & Management**

### **The following managing structure at Enlite;**

Mark Cutting - President

Peter Picknelly – Investor

Nicholas Yee – Investor

Matthew Yee – Chief Operating Officer

## **Products**

Our core product as a dispensary will be marijuana which will come in a variety of different strains. Enlite will retail a wide range of cannabis from different manufacturing brands to customers who are based in Massachusetts

At Enlite, we will ensure that we have a wide range of products, It will be difficult for customers to visit our store and not find the product that they are looking for. One of our business goals is to make our recreation marijuana dispensary store a one stop shop.

- 1.) Topical Salves
- 2.) Creams/Lotions
- 3.) Patches
- 4.) Oral Mucosal/Sublingual Dissolving Tablets
- 5.) Tinctures
- 6.) Sprays
- 7.) Inhalation Ready to use Extracted Hash Oils
- 8.) Pre-Dosed Oil Vaporizers
- 9.) Ingestion Capsules
- 10.) infused Food/Beverages.

## **Sales**

The sales strategy of Enlite will be based on generating long- term personalized relationships with customers. All of our employees will be well trained and equipped to provide excellent and knowledgeable customer service. We know that if we are consistent with offering high quality marijuana and excellent customer service, we will increase the number of our customers by more than 25% for the first year and then more than 30% subsequently.

Before choosing a location for our marijuana dispensary store, we conducted a market survey and feasibility studies in order for us to be able to penetrate the available market and become the preferred choice for residence of Springfield. We have detailed information and data that we were able to utilize to structure our business to attract the numbers of customers we want to attract at a given time. We have hired experts who have a solid understanding of the retail industry to help us develop strategies that will allow us to achieve our business goal of winning a larger percentage of the available market in Springfield.

## **Payment Options**

At Enlite, our payment policy is all inclusive because we are quite aware that different people prefer different payment options as it suits them. Here are the payment options that will be available in all of our outlets;

- Payment by cash Payment via Point of Sale (POS) Machine
- Payment via cashless ACH ATM transfer at Point of Sale (POS) Machine

In light of the above, we have chosen banking platforms that will help us achieve our payment plans without any hitches. This is very vital so that we do not lose focus.

## **Growth**

It is the wish of any business to become so successful that there is a good succession plan to act upon. More often than not, having a good succession plan will help you know the direction your business is headed. As such, the future of a business lies in the number of loyal customers, the capacity and competence of the employees, their investment strategy and the business structure

One of our major goals in starting Enlite is to build a business that will survive off its own cash flow without the need for injecting finances from external sources once the business is running. We know that one of the ways of gaining approval and winning customers over is to sell a superior product than what is currently obtainable in the market. We are well prepared to survive on lower profit margin.

Enlite will make sure the correct foundation, structures and processes are put in place to ensure that our staff is well taken of. Our company's corporate culture is designed to drive our business to greater heights and training and re - training of our workforce is top of mind.

## **Financial Projections**

### **Sources of Income**

We know that it is vital to state and act on the ways through which we have decided to raise funds. Our source of income will be primarily in the retailing of cannabis.

### **Sales Forecast**

One of the true marks of an effective entrepreneur is being able to forecast sales based on the magnitude of work that has been put into the business.

It is important to state that our sales forecast is based on the data gathered during our feasibility studies, market survey and some of the assumptions readily available in the field. Below are the sales projections that we were able to come up with for the first three years of operations;

**First Year-**: \$2,000,000

**Second Year-**: \$2,500,000

**Third Year-**: \$2,750,000

**N.B:** This projection is done based on what is obtainable in the industry and with the assumption that there won't be any major economic downturn within the period stated above. Please note that the above projection might be lower but may also be higher.

### **Start - Up Expenditure (Budget)**

From research, it can be deduced that starting a cannabis dispensary business isn't something that comes cheap, neither is it for those that are faint of heart. The first set of money to be spent just to make an application before entering this business is usually non-refundable and is always in thousands of dollars. The start-up cost also depends on the requirements of the state one would be operating in. Some states require that you have a cultivation location while others do not.

The items listed below are the basics that we would need when starting our own cannabis dispensary business in the United States, although costs might vary slightly;

- The Total Fee for Registering the Business in Massachusetts – 500
- Cost for Computer and Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office, QuickBooks Pro) - 1,000
- Insurance (general liability, workers' compensation and property casualty) coverage at a total premium - 5,000
- Cost for payment of rent for 3 month - 15,000
- Construction of racks and shelves - 30,000
- Upgrade to existing HVAC, Electrical and IT – 74,000
- Signage, paint and interior dressings – 50,000
- Operational cost for the first 3 months (salaries, payments of bills et al) - 50,000
- The cost for Start-up inventory - 50,000
- Cost of purchase and installation of CCTVs: 22,000
- Miscellaneous: 2,000

We would need an estimate of 305,000 to successfully set up our recreation cannabis dispensary store in Springfield. Please note that this amount includes the salaries of all of the staff for the first months of operation.

## **Plan for Obtaining Liability Insurance**

Enlite Cannabis Dispensary LLC ("Company") plans to contract with Insurance Marketing Agencies based in South Hadley, Massachusetts to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence & \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. Company will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, Company will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. Company will keep reports documenting compliance with 935 CMR 500.105(10).



## Employee Training

**Department:** Human Resources

**Date:** 02/02/2021

**Modified:**

**Department Head Approval:** MY

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### **Regulation Reference:**

**Adult Use:** 500.105(2)(a)

Please refer to job descriptions and original training material for further understanding of this SOP.

### **1. Purpose**

All employees must undergo and pass a training course prior while being assigned scheduled “On duty” hours. Additionally, they must take recurrent training quarterly.

See Addendum 42 – Training Log

### **2. Scope**

Our employee-training curriculum will provide critical procedures and instruction to employees to ensure all systems are in place to dispense Cannabis safely. These systems also ensure that every employee understands how to implement these systems accurately.

### **3. Prerequisites**

All employees will be extensively trained, and validation techniques will be utilized for ensuring continued competency. Employees are required to follow all safety signage, regulatory guidance and SOP’s to ensure a safe, clean and sustainable working environment.

- All Employees will be trained according to their job function.
- Quarterly Safety, Best Practices, or Continued education material will be required for all Employees, and Management.
- Record Keeping of training records and logs must be accessible onsite for all employees of the past 12 months.
- All employees are to be informed that our facilities are alcohol, smoke and drug free workplaces – 501.105(1)(k)

### **4. Responsibilities**

The Executive Team is responsible for ensuring the attendance and requisite test of employee knowledge before allowing them to be placed on the work schedule.

### **5. Procedure**



## **Training and education**

In addition to the Company's mandatory training on security, standard operating procedures, and other standard requirements, the Company will provide specialized training for each position. The Company commits to setting a high bar for its products, which requires treating and training employees well. Training and education for all personnel will be the cornerstone of the operations success through dedicated programs for employees so they are prepared to consistently operate at the highest industry standards. In addition, the Company will develop policies that support furthering the educational attainment of employees.

### **Personnel training**

- 1) Personnel training should include:
  - a) Instructions regarding regulatory inspection preparedness and law-enforcement interactions; and
  - b) Information on U.S. federal, state and local laws, regulations, and policies relating to individuals employed in these operations, and the implications of these for such personnel.
  - c) Training on confidentiality, privacy and security.
  - d) At a minimum, eight hours of ongoing training annually.
  - e) Product knowledge:
    - i) An integral part of providing exceptional customer care is having extensive knowledge of the products available at the facility. There is a base of product knowledge that all sales staff members must possess before completion of their initial training. Sales associates are encouraged to continue expanding their knowledge of cannabis products and the industry as a whole. After the first 8 shifts (2 weeks) at the facility, in addition to basic product knowledge, associates should also know the most popular products requested by patients, the more common strains found at the facility, and the differences in each of the concentrates. Beyond that, sales Associates also will need to attend a mandatory once-a-month product information class, as well as completing product knowledge reviews every 90 days

### **Training Subjects Include:**

- 1) Job Role and Responsibilities
- 2) State regulations
- 3) Confidentiality and Privacy
- 4) Ethics
- 5) Best Practices
- 6) Marijuana Strains, Treatments, and Usage
- 7) Standard Operating Procedures (SOPs and applicable forms)
- 8) Responsible vendor training
- 9) Customer education information
- 10) Company Handbook

### **Training is administered as follows:**

- 1) On-site training



- 2) Initial job training
- 3) Job shadowing
- 4) Employee educational information
- 5) Paid training at a location

### **Departmental Training**

Employees within the relative departments must demonstrate proficiency with the following:

- All Employees - Standard Operating Procedures (SOP's)- Enlite, Inc.
- Dispensing Operations SOP's- Retail
  - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's retail operations.
- Numerous log sheets and templates for proper record keeping and documentation for all operations including education, volunteer work and dispensing.

### **6. Reporting**

All training must be documented with attendance taken, and a copy of the content presented. The results of any training quizzes or exams must be placed in the employee's personnel file.

Complete Training Log and maintain for future reference.



## Energy Efficiency and Compliance

**Department:** Operations  
**Date:** 02/02/2021  
**Modified:** 08/23/2022  
**Department Head Approval:** MY

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### **Regulation Reference:**

**Adult Use:** 500.105(1)(q), 500.105(15), 500.120(11), 500.130(5)(e)

### **1. Purpose**

The purpose of this SOP is to provide initial guidance on the energy efficiencies realized through the design and construction of our facilities.

### **2. Scope**

The scope of this SOP is for all employees involved in managing the facilities.

### **3. Prerequisites**

The COO worked in conjunction with Khune Riddle Architects, Bryan Woodward contractor, RLevesque Associates Inc, and provided their experience in Facility design to achieve several energy incentives.

Enlite, Inc. was deployed the following technologies in an effort to reduce energy consumption:

1. LED Lighting throughout the interior and exterior of the facility
2. Installation of Energy Star rates appliances and HVAC systems

### **Equipment Redundancies/Disaster Recovery**

Enlite has the following back-up systems to protect Enlite in the event of an equipment failure:

1. Power Failure
  - a. In the event of an energy failure, Enlite will remain operable for a minimum of four hours on battery backup
  - b. In addition to battery backup, Enlite has a Service Level Agreement (SLA) with Kinsley Power to provide a diesel generator within 2-3 hours to ensure the site remains live indefinitely.

### **4. Responsibilities**

The COO approved the setup and design before being constructed.

### **5. Procedures**



1. Internal Energy Audit
  - a. On an annual basis, Enlite will conduct an Internal Energy Audit to:
  - b. Enlite will continue to analyze the following parameters monthly:
    - i. Gas Consumption
    - ii. Water Consumption
    - iii. Power Consumption
2. Enlite has identified various energy use reduction opportunities including the deployment of techniques and technologies. These techniques and technologies are to be incorporated in the building phase of development.
  - a. Replacement of existing windows with a higher R-Value rated, modern equivalent
  - b. Use of natural light from windows to reduce lighting needs
  - c. Replacement of the original HVAC system to a modern Energy Star rated system
  - d. Upgrading thermostats to modern units with scheduling capabilities and wifi control
  - e. Replacement of all exterior doors to include modern weatherstripping
  - f. Replacement of all CFL and incandescent lighting with modern LED lights
  - g. Installation of occupancy sensing light switches
3. Enlite will continuously monitor energy consumption rates and consider if renewable systems would benefit the business model. Current projections of deploying systems such as solar energy generation do not yet show a return on investment.
4. Enlite has strategies on reducing electrical demand such strategies include
  - a. Utilization of smart thermostats to reduce energy needs when the space is unoccupied
  - b. Installation of occupancy sensors that turn lights off when the space is unoccupied
  - c. utilization of an entrance vestibule to reduce unconditioned air from entering the building
  - d. Upgrading the HVAC system and scheduling annual preventive maintenance to maximize the systems performance
5. Enlite has engaged with the company Energia (a Mass Save partner) on energy efficiency strategies. These recommend strategies include
  - a. Upgrading weatherstripping
  - b. Purchasing electricity from renewable sources
  - c. Sourcing replacement LED lighting
6. Enlite is to maintain Cut Sheets of all mechanical and lighting equipment used for energy savings

## **6. Reporting**

All related documents are stored separately in a file marked "Energy Efficiency."



## Retail Dispensing Marijuana

**Department:** Retail  
**Date:** 02/02/2021  
**Modified:** 08/23/2022  
**Department Head Approval:** MY

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### **Regulation Reference:**

**Adult Use:** 500.105(1)(p), 500.140, 500.145(3)

### **1. Purpose**

The dispensary agents and management shall ensure that a system of controls is maintained for dispensing functions. This SOP ensures that proper identification and dispensing techniques/services are used and compliant with state regulations.

### **2. Scope**

The intended audience of this SOP is the management and dispensing agents of the cannabis business. It is their responsibility to ensure proper measures are taken to safeguard proper dispensing of cannabis products.

### **3. Prerequisites**

#### **Customer Prerequisite**

Prior to entry into the premises of a ME by an individual, an ME agent shall immediately inspect the individual's proof of identification and determine that the individual is 21 years of age or older.

- a) If the individual is younger than 21 years of age, he or she shall not be admitted.

Enlite will refuse to sell marijuana to any qualifying customer, who is unable to produce a registration card and valid proof of identification. The identification must contain a name, photograph, and date of birth, and shall be limited to one of the following:

- A driver's license;
- A government-issued identification card;
- A military identification card; or
- A passport.

### **4. Responsibilities**

All management and Enlite staff will abide by these dispensing requirements.

### **5. Procedure – Intake and Dispense**

Enlite will dispense only to an adult 21 years of age or older.



### **Intake:**

1. An Agent shall attend to the security cameras and greet incoming patrons at the threshold or outside of the entry door.
2. Upon greeting, the Agent will ask the patron for identification
  - a. All patrons must provide the following:
    - i. A driver's license;
    - ii. A government-issued identification card;
    - iii. A military identification card; or
    - iv. A passport, including a passport card
3. Once the patron is allowed to proceed:
  - a. Adult Use Consumers – ID's will be scanned using an IDWARE 9000 ID Scanner.
4. Upon successful entry, patrons will be directed to the point of sale areas for each use
5. Adult Use Re-Entry
  - a. If an Adult Use Consumer attempts to re-enter the facility for procurement within the same business day, they must:
    - i. Provide a receipt from the previous sale to ensure that the consumer qualifies for additional purchasing
    - ii. If no receipt is produced, sales will be denied
    - iii. All records of entry will be erased at the end of the business day

### **Dispense:**

#### **Adult Use Consumer Allotment (500.140(3):**

Adult use customer allotment is defined as follows:

1. One ounce of Marijuana flower shall be equivalent to five grams of active tetrahydrocannabinol (THC) in Marijuana concentrate including, but not limited to, Tinctures.
2. One ounce of Marijuana flower shall be equivalent to five hundred milligrams of active tetrahydrocannabinol (THC) in Edibles.
3. Topicals and ointments shall not be subject to a limitation on daily sales.

#### **Process:**

1. At the point of sale by an individual, an Agent shall inspect the individual's proof of identification and determine the individual's age. 500.140(2)(b)
2. The Agent will fulfill the qualifying request of products assuming they meet the required allotments for adult use consumption.
3. Once the items have been collected, they will be scanned into the Leaf Logix system. Through the system's API, the appropriate weight will be reduced in METRC and recorded.
4. The items will be recounted against the POS's count and placed in an exit bag.
5. A sales receipt will be fixed to the bag, and it will be sealed shut.



No Marijuana Product, including Marijuana, may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, 500.140(7),

In addition to these intake and dispensing procedures Enlite will insure the following:

1. All employees and registered agents must be 21 years of age or older.
  - a. This will be enforced via the hiring and onboarding process for Enlite Employees. Any candidate's age will be verified to be 21 years of age or older
2. All consumers entering a Marijuana Retailer must be 21 years of age or older unless the establishment is co-located with a Medical Marijuana Treatment Center.
  - a. This process will take place at the intake area utilizing the Veriscan ID scanner and physically identifying the consumer's identification is valid and is of 21 years of age or older.

#### **Additional Restrictions and Requirements:**

1. Enlite may refuse to sell marijuana products to a consumer if the establishment or agent believes the consumer or public would be placed at risk. *935 CMR 500.140(5)*
2. Enlite is prohibited from selling marijuana products containing nicotine. *935 CMR 500.140(5)*
3. Enlite is prohibited from selling marijuana products containing alcohol. *935 CMR 500.140(5)*
4. Enlite shall only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR. *935 CMR 500.140(6)*
5. Enlite is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6)*
6. Enlite shall conduct a monthly analysis of equipment determine that no software has been installed that could be utilized to manipulate or alter sales data. *935 CMR 500.140(6)*
7. If Enlite determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, it must: immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. *935 CMR 500.140(6)*
8. Enlite shall adopt separate accounting practices at the point-of-sale for marijuana and non-marijuana sales. *935 CMR 500.140(6)*
  - a. This is accomplished through the Leaf Logix POS platform where categories of marijuana and non-marijuana sales are tracked separately.
9. Educational materials about marijuana products is available and kept in adequate supply for consumers. *935 CMR 500.140(8)*
10. Educational materials is available in commonly spoken languages designated by the Commission, which will include, but not be limited to appropriate materials for the visually- and hearing-impaired. *935 CMR 500.140(8)*
11. The educational material includes the following:



- a. A warning that marijuana has not been analyzed or approved by the FDA, limited information on side effects, that there may be health risks, and that it should be kept away from children;
- b. A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90, § 24, and machinery should not be operated;
- c. Information to assist in the selection of marijuana;
- d. Materials offered to consumers to enable them to track the strains used and their associated effects;
- e. Information describing proper dosage;
- f. A discussion of tolerance, dependence, and withdrawal;
- g. Facts regarding substance abuse signs and symptoms;
- h. A statement that consumers may not sell marijuana to any other individual;
- i. Information regarding penalties for possession or distribution. *935 CMR 500.140(8)*

## **6. Reporting**

All transactions will be maintained in the Leaf Logix POS system and Metrc. Enlite will only use a point-of-sale system that is approved by the Commission 500.140(5)(a)



## Labeling of Marijuana Products & Quality Control

<b>Department:</b>	Operations
<b>Date:</b>	02/02/2021
<b>Modified:</b>	08/23/2022
<b>Department Head Approval:</b>	MY

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### **Regulation Reference:**

**Adult Use:** 500.105(5), 500.105(6), 500.105(7), 500.120(7), 500.130(2)(b), 500.150(1)(a), 500.150(3)(a)(2), 500.150(3)(a)(3), 500.150(3)(a)(4), 500.150(3)(a)(5), 500.150(3)(b), 500.150(3)(c), 500.150(3)(d), 500.150(3)(e)

### **1. Purpose**

The purpose of this SOP is to provide guidance for Marijuana and Marijuana Infused Products (MIPS) labeling that complies with state and federal regulations. Additional SOPs are included to define the quality control and safe handling of Marijuana and Marijuana Infused Products.

### **2. Scope**

The scope of this SOP is for all employees involved in the creation, packaging, labeling, quality control and dispensing of Marijuana and MIPS in the facility.

### **3. Prerequisites**

Labeling is completed by our wholesale partners. If Enlite determines the label is incorrect a compliant label will be applied or the product will be rejected and sent back to the cultivator or producer.

### **4. Responsibilities**

The initial responsibility of the label falls on the inventory acquisition team, who in cooperation with management insures the mandatory label content is on the product. It is the responsibility of the Management to ensure that all finished product bears an intact, properly prepared label.

### **5. Procedure**

Labeling—The facility will label all marijuana and manufactured marijuana products as required by state law. The facility will not label any marijuana product or manufactured marijuana product as organic. 500.105(2)(a), 500.120(7)

Enlite will ensure that every marijuana and manufactured marijuana product package will be affixed with the required labels containing all required information on said label. The information printed on the package shall be in English, in lettering at least 1/16" in height.



Enlite will ensure a product-specific label with the required testing information for that marijuana and/or manufactured marijuana products is present on each item. Enlite will not distribute a package of marijuana and/or manufactured marijuana products without a label securely attached.

On the Branded Label, Enlite states as required under current regulations:

- The name and license registration number of the producer/cultivator, together with the business telephone number, email address, and website address
- The type of Marijuana Product, including the word ‘concentrate’ or ‘extract’ or ‘flower’ as applicable
- Refrigeration of this product is required, if applicable
- Net weight or volume in US customary and metric units
- A list of ingredients
- Serving size in milligrams and number of servings within the product, or amount suggested for use;
- The quantity of Usable Marijuana contained within the product as measured in grams;
- A bar code when used, to identify the batch associated with manufacturing and Processing
- Direction for use of the Marijuana Product
- A statement and a seal that the product has been tested for contaminants, and there were no adverse findings, along with date of testing;
- A warning if nuts or other known allergens are contained in the product;
- This statement, including capitalization: “This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;
- This statement, including capitalization: “The impairment effects of edible products may be delayed by two hours or more. This product has not been analyzed or approved by the FDA. There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN.”;
- The following symbol or easily recognizable mark issued by the Commission that indicates the package contains Marijuana Product
- The following symbol or other easily recognizable mark issued by the Commission that indicates that the product is harmful to children





- The amount, in grams, of sodium, sugar, carbohydrates and total fat per serving;

On the Batch label, Enlite provides, in accordance with State Regulations:

- The name and license registration number of the producer/cultivator, and physical address of the site.
- The name, type, and identity of the Marijuana Product, including the word 'concentrate' or 'extract' as applicable
- Refrigeration of this product is required, if applicable
- Net weight or volume in US customary and metric units
- The type of Marijuana used to produce the product, including what, if any, Processing technique or solvents were used
- A list of ingredients
- Cannabinoid Profile of the Marijuana contained within the Marijuana Product, including the amount of delta-nine-tetrahydrocannabinol ( $\Delta$ 9-THC) and other Cannabinoids in the package and in each serving of a Marijuana Product as expressed in absolute terms and as a percentage of volume, and the amount of specific additives infused or incorporated during the manufacturing process, whether active or inactive including, but not limited to, thickening agents, thinning agents, and specific terpenes, expressed in absolute terms and as a percentage of volume, and in a form and matter determined by the Commission
- Serving size in milligrams and number of servings within the product, or amount suggested for use;
- The quantity of Usable Marijuana contained within the product as measured in ounces;
- Tested and Packaged Date
- Expiration Date
- A batch number to identify the batch associated with manufacturing and Processing

Quality Control Procedures – in addition to labeling requirements Enlite has facility standards and mandatory practices for all agents handling Marijuana and Marijuana Infused Products.

- All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified in 105 CMR 300.000.
- 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. *935 CMR 500.105(3)*



- Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. *935 CMR 500.105(3)*
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations. *935 CMR 500.105(3)*
- 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. t to *935 CMR 500.105(12)*. *935 CMR 500.105(3)*
- Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair. *935 CMR 500.105(3)*
- All contact surfaces, shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination. *935 CMR 500.105(3)*.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana. *935 CMR 500.105(3)*
- Water supply shall be sufficient for necessary operations. *935 CMR 500.105(3)*
- Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment. *935 CMR 500.105(3)*
- Enlite shall provide its employees with adequate, readily accessible toilet facilities. *935 CMR 500.105(3)*
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination. *935 CMR 500.105(3)*
- No marijuana may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratory. *935 CMR 500.140(9)*
- Enlite shall notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. *935 CMR 500.160(2)*

## **6. Reporting**

Any unapproved labeling will be reported to the producer/cultivator and documented by Enlite employees.



## Personnel Files & Staffing Plan

**Department:** Human Resources  
**Date:** 02/02/21  
**Modified:** 08/23/2022  
**Department Head Approval:** MY

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### **Regulation Reference:**

**Adult Use:** 500.105(9), 500.105(1)(i), 500.105(1)(l), 500.105(9)(d)

#### **1. Purpose**

The purpose of this SOP is to provide guidance for the storage, updating and backup of personnel files.

#### **2. Scope**

The scope of this SOP is to establish a process for all employees to update their personnel files.

#### **3. Prerequisites**

Employees who have access to personnel files must have been vetted to do so and must follow all security protocols and specific training to ensure their security and confidentiality.

#### **4. Responsibilities**

It is the responsibility of Human Resources to ensure all records are properly annotated and securely stored.

#### **5. Procedure**

##### **Personnel files**

Files will include application for employment, resume, material submitted to the CCC, reference verification, job descriptions, privacy and confidentiality requirements, salary/wages, application of CMO to the CCC, CORI background checks, disciplinary actions, and required training. Attendance at formal training classes will be mandatory and documented. Additionally, specific training on SOPs, including applicable laws and regulations, will be signed off by both the employee and a supervisor. Responsible vendor training documentation. This documentation will be retained in the employee's personnel file so that it can be audited. Human resource files and training documentation will be maintained in hard copy and an electronic environment for ease of interaction, retention, and inspection by the commission. In the event the employee does not complete the required training in the specified time, this would be for grounds restricting their hours until the training is completed and ultimately dismissal. Personnel files will contain all information related to the hiring and/or employment of any individual who is or was employed by the facility.



## Staffing Plan

For Enlite to maintain a properly staffed establishment to our accessible business hours the following guidelines have been developed.

Store hours are set as so:

Monday	9am-8pm
Tuesday	9am-8pm
Wednesday	9am-8pm
Thursday	9am-8pm
Friday	9am-9pm
Saturday	9am-9pm
Sunday	10am-6pm

To accommodate these operating hours a combination of salaried, full time and part time employees will staff the establishment. An example schedule is supplied below. This schedule may be adjusted depending on the demands of the business and the availability of employees.

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
General Manager	9:30am - 6:30pm	8:30 - 5:00pm		8:30am - 8:30pm		1:00pm - 9:30pm	8:30am - 5:00pm
Supervisor 1					8:30am - 12:00pm		
Supervisor 2		12:00pm - 8:30pm	8:30am - 5:00pm		12:00pm - 8:30pm	8:30am - 5:00pm	1:00pm - 9:30pm
Supervisor 3			4:30pm - 8:30pm				4:30pm - 9:30pm
Agent 1			8:30am - 5:00pm	8:30am - 2:30pm	11:00am - 7:30pm	1:00pm - 9:30pm	8:30am - 5:00pm
Agent 2	9:30am - 2:30pm	11:00am - 7:30pm		2:30pm - 8:30pm			8:30am - 1:00pm
Agent 3	12:30pm - 6:30pm	4:30pm - 8:30pm	11:00am - 3:30pm		8:30am - 2:30pm	8:30am - 1:00pm	
Agent 4		8:30am - 12:30pm	3:30pm - 7:30pm	11:00am - 3:30pm			4:30pm - 8:30pm
Agent 5		RO	4:30pm - 8:30pm		2:30pm - 8:30pm	4:30pm - 8:30pm	
Agent 6	9:30am - 6:30pm			3:30pm - 7:30pm			

## Additional Staff Requirements

In addition to the standard issue handbook presented to each employee upon hiring. Each employee is responsible for understanding that Enlite, Inc. is an alcohol, smoke, and drug-free workplace per 935 CMR 500.105(1).

## 6. Reporting

All personnel files are maintained by Human Resources. Human Resources reports all appropriate information to payroll, our health insurer, and to other regulatory bodies entitled to receive employment information.



## Personnel Files & Record Keeping

**Department:** Human Resources  
**Date:** 02/02/21  
**Modified:** 08/23/2022  
**Department Head Approval:** MY

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### **Regulation Reference:**

**Adult Use:** 500.105(9), 500.105(1)(i), 500.105(1)(l), 500.105(9)(d), 935 CMR 500.105(12), 935 CMR 500.105(9), 935 CMR 500.105(1), 935 CMR 500.105(8)(e)

#### **1. Purpose**

The purpose of this SOP is to provide guidance for the storage, updating and backup of personnel files. Additional SOPs for recording and maintaining records are also detailed here.

#### **2. Scope**

The scope of this SOP is to establish a process for all employees to update their personnel files.

#### **3. Prerequisites**

Employees who have access to personnel files must have been vetted to do so and must follow all security protocols and specific training to ensure their security and confidentiality.

#### **4. Responsibilities**

It is the responsibility of Human Resources to ensure all records are properly annotated and securely stored.

#### **5. Procedure**

##### **Personnel files**

Files will include application for employment, resume, material submitted to the CCC, reference verification, job descriptions, privacy and confidentiality requirements, salary/wages, application of CMO to the CCC, CORI background checks, disciplinary actions, and required training. Attendance at formal training classes will be mandatory and documented. Additionally, specific training on SOPs, including applicable laws and regulations, will be signed off by both the employee and a supervisor. Responsible vendor training documentation. This documentation will be retained in the employee's personnel file so that it can be audited. Human resource files and training documentation will be maintained in hard copy and an electronic environment for ease of interaction, retention, and inspection by the commission. In the event the employee does not complete the required training in the specified time, this would be for grounds restricting their hours until the training is completed and ultimately dismissal. Personnel



files will contain all information related to the hiring and/or employment of any individual who is or was employed by the facility.

### **Requirements for Record Keeping**

In addition to retaining personnel files. Enlite will also confine to the Commission's additional requirements for record keeping

- Enlite shall keep cannabis and cannabis infused product's destruction/waste records for at least three years. *935 CMR 500.105(12)*
- Enlite shall maintain their records in accordance with generally accepted accounting principles. *935 CMR 500.105(9)*
- Written operating procedures shall be maintained by Enlite as required by 935 CMR 500.105(1). *935 CMR 500.105(9)*
- Inventory records as required by 935 CMR 500.105(8). *935 CMR 500.105(9)*
- Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). *935 CMR 500.105(9)*
- 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. *935 CMR 500.105(9)*

### **6. Reporting**

All personnel files are maintained by Human Resources. Human Resources reports all appropriate information to payroll, our health insurer, and to other regulatory bodies entitled to receive employment information.

## Finance

### Accounting and Reporting Procedures & Record Maintenance

<b>Department:</b>	Finance
<b>Date:</b>	02/02/2021
<b>Modified:</b>	08/23/2022
<b>Department Head Approval:</b>	MY

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#### Regulation Reference:

**Adult Use:** 500.105(9)(e), 935 CMR 500.140(6), 935, CMR 500.140(10)

#### 1. Purpose

The purpose of this SOP is to provide guidance for preparing and maintaining financial records.

#### 2. Scope

The scope of this SOP is to document the controls over financial record completion and maintenance of the records.

#### 3. Prerequisites

Proper understanding of accounting principles and record retention requirements.

#### 4. Responsibilities

It is the responsibility of Finance to ensure accuracy of financial records and the proper record retention process is in place for these records.

#### 5. Procedure

The following are US GAAP accounting policies and procedures to be applied to the month end close and reporting process (please also see month end close checklist for specific actions). All financial records will be maintained for 7 years:

Principles of Consolidation Reported financial statements reflect the operations of Enlite, Inc. and all of its divisions. All intercompany accounts and transactions have been eliminated in consolidation.

Use of Estimates in the Preparation of Financial Statements Management makes significant estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities including: estimates regarding the collectability of accounts receivable, the net realizable value of the Company's inventory, the recoverability of long-lived assets, as well as the Company's deferred tax asset and valuation allowance. On an ongoing basis, these estimates are evaluated based on historical experience and various other assumptions believed to be reasonable under the circumstances.

Cash: Cash is held at Needham Bank in order to limit the amount of credit exposure.

Accounts Receivable Trade accounts receivable are reconciled to the general ledger monthly. Ongoing credit evaluations of customers are performed and adjustments to credit limits and terms are made based on payment history and the customers' current buying habits. Collections and payments from customers are monitored and an allowance for doubtful accounts is maintained for estimated losses resulting from the customers' inability to make required payments. This estimate is made using a specific reserve methodology by reviewing specific customer collection issues that have been identified.

Prepaid Costs Prepaid costs are recorded for payments made for items prior to the actual event or service occurring. The amount previously prepaid will be expensed in the month the event occurs or amortized over the period of service.

Inventory Valuation Inventory is carried at specifically identified cost and valued at the lower of cost or net realizable value. Costs are developed using bill of materials, invoice prices and allocated labor and overhead based on rates that are updated annually. Costs are updated based on a moving average methodology. A provision is also maintained to reduce excess and not readily marketable inventory to its estimated net realizable value. The reserve is based upon factors related to age, historical scrap rates, usability, and fair market value.

Goods Received Not Invoiced (GRNI) GRNI liability is recorded at the time the purchased item is received into inventory. The related payables remain in this account until the invoice is received from the vendor and input into the accounts payable system. The liability is transferred from GRNI to accounts payable at the time the invoice is received and entered into the accounts payable system.

Property and Equipment Property and equipment are carried at historical cost. Expenditures for maintenance and repairs are charged to expense; whereas, the costs of significant improvements which extend the life of the asset are capitalized. For assets sold or otherwise disposed of, the cost and related accumulated depreciation are removed from the accounts and any gain or loss is recorded to the P&L. Depreciation and amortization are computed on the straight-line basis over the estimated useful lives of the assets. The estimated useful lives of the Company's depreciable and amortizable assets are as follows:

- Furniture and equipment - 7 Years
- Computer equipment and software- 3 Years
- Leasehold improvements- Shorter of the life of the improvement or the remaining term of the lease

Long-Lived Assets Impairment of long-lived assets is assessed whenever events or changes in circumstances indicate the carrying amount of an asset may not be recoverable.

Goodwill and Other Intangible Assets Accounting Standard Update ("ASU") 2014-02, "Intangibles – Goodwill and Other (Topic 350): Accounting for Goodwill" (ASU 2014-02) will be adapted and any goodwill will be amortized on the straight-line basis over a period of ten years. Goodwill will still be tested for impairment, but only when a triggering event occurs. Other intangible assets consist primarily of contracts, customer relationships,

technology, and trademarks/branding. They are valued using actual cost or various valuation techniques performed during the appraisal process and as part of the allocation of the purchase price of the acquired assets. The intangible assets are amortized over their expected useful lives.

*Fair Value Measurement* Due to their short-term maturities, the carrying amounts for cash, accounts receivable, accounts payable and accrued expenses approximate their fair value. Fair value of long-term debt will be reviewed annually to ensure it approximates its carrying cost if interest rates on these obligations approximate the current market rates.

*Income Taxes* Federal and state income taxes are recorded as expense at least quarterly based on estimates of annual performance and estimated payments. Federal and state tax expense is tried up at the end of the fiscal year.

*Deferred Tax Assets & Liabilities* Income taxes are estimated in each of the jurisdictions in which Enlite operates. This process involves estimating the actual current tax exposure together with assessing temporary differences resulting from differing treatment of items for tax and accounting purposes. These differences result in deferred tax assets and liabilities, which are included in the balance sheet. Deferred tax assets and liabilities are measured using enacted tax rates expected to apply to taxable income in the years in which those temporary differences are expected to be recovered or settled. The effect on deferred tax assets and liabilities of a change in the rates is recognized as income in the period that includes the enactment date. Management must then assess the likelihood that the deferred tax assets will be recovered from future taxable income. A valuation allowance is provided when management cannot determine whether it is more likely than not that the net deferred tax asset will be realized. To the extent management establishes a valuation allowance or increases this allowance in a period, an increase to expense within the provision for income taxes will result. Enlite accounts for the effect of any uncertain tax positions based on a “more likely than not” threshold applied to the recognition of the tax positions being sustained based on the technical merits of the position under scrutiny by the applicable taxing authority. If a tax position or positions are deemed to result in uncertainties of those positions, the unrecognized tax benefit is estimated based on a “cumulative probability assessment” that aggregates the estimated tax liability for all uncertain tax positions. Any interest and penalties assessed by the taxing authorities are recorded as selling, general, and administrative expense.

*Deferred Financing Costs:* Costs directly related to debt financing are capitalized and amortized over the term of the financing. These costs are being amortized using the effective interest rate method.

*Accounts Payable* Accounts payable is relieved when payment to a vendor is made via check or wire transfer and the bank account is reduced by the same amount.

*Various Accrued Expenses* Accrued expenses are calculated and recorded each month end for incurred but unpaid expense.

*Revenue Recognition* Revenue from the sale of products is recognized when all of the criteria specified in the Securities and Exchange Commission (“SEC”) Staff Accounting

Bulletin (“SAB”) No. 104, “Revenue Recognition in Financial Statements” (“SAB 104”) are met.

These criteria include:

- evidence of an arrangement exists;
- delivery or performance has occurred;
- prices are fixed or determinable; and
- collection of the resulting receivable is reasonably assured.

Trade terms for the majority of sales contracts indicate that title and risk of loss pass to customers when products are shipped or sold from Enlite facilities, which is when revenue is recognized. Revenue is deferred until the appropriate time in situations where trade terms indicate that title and risk of loss pass to the customers at a later stage in the shipment process. Revenue from service arrangements is recognized when the services are provided as long as all other criteria of SAB 104 are met.

The following rules will apply for sales/purchases from another ME:

(1) A documented emergency situation occurs such as loss of crop, vandalism, or theft, or other circumstance as approved by the Commission; or 500.105(8)(j)(1)

(2) the distribution and acquisition of marijuana to and from all other MTC’s does not exceed, cumulatively, 45% of the ME’s total annual inventory as measured in dry weight equivalent to marijuana; except such requirement shall not apply to ME’s; 500.105(8)(j)(2)

(3) the distribution and acquisition of MIPS to and from all other ME’s does not exceed, cumulatively, 45% of the ME’s total annual inventory, except that such requirement shall not apply to ME’s; and 500.105(8)(j)(3)

(4) any distribution and acquisition of marijuana and MIPS must be tracked in the seed to sale SOR in a form determined by the Commission. 500.105(8)(k),

(5) An ME may not engage in a transfer of inventory that would violate the provisions protecting patient supply under 500.105(8)(l)

**Returns** Return of goods is accepted if, prior to returning the goods, the purchaser contacts Enlite and requests a return authorization and the authorization is approved based upon the customer clearly stating the reason for the return. A decrease to revenue is recorded when there is knowledge of a customer complaint.

**Shipping and Handling Costs** Shipping and handling billed to customers is recorded as revenue and shipping and handling costs are included in cost of revenue.

**Royalty Income & Expense** Royalty income and expenses are determined in accordance with royalty contracts and are accrued monthly based on applicable sales. Related royalty payments are made in accordance with royalty contracts.

**Payroll Expense** Salaries and wages paid to employees are recorded and expensed during the month services were provided and earned. Where salaries and wages paid to the employees cover a period ending before the month end then an accrual of salaries and wages and employer’s tax is made. Cost related to 1099 consultants are accrued in the month the service is performed if a bill has not been received.

Commission Expense Commissions are paid to commercial employees who are eligible. Payments are made in arrears and will be accrued monthly.

Bonus Expense Bonuses are paid to employees who are eligible. Payments are made in arrears and will be accrued monthly.

Payroll Tax & Benefits Expense Payroll tax and benefits related to employees are expensed in the same period as the salaries and wages that they are related to.

Travel & Entertainment Expense Travel and entertainment expenses are reimbursed through Check Writers Payroll for out of pocket cash expenses submitted by employees along with proper receipts and explanations. The corporate credit card can also be used in some cases to cover employee travel and entertainment expenses. These expenses are recorded in the month incurred. Expenses that have not been claimed by the end of the month are estimated and accrued.

R&D Expense R&D costs are expensed when incurred. Per ASC 730-10-25 (Research and Development), materials & equipment for R&D with alternative future uses is capitalized when acquired/constructed but expensed to R&D when consumed (salaries for R&D are always expensed to R&D)

Please see Addendum XXXIV - Record Keeping Request Checklist and Addendum XXXV – Financial Record Request Checklist.

### **Additional Prohibitions and Compliance**

The following prohibitions and procedures are to be followed by Enlite

- Enlite is prohibited from utilizing software or other methods to manipulate or alter sales data. *935 CMR 500.140(6)*
- If Enlite determines that software or other methods have been installed/utilized to manipulate or alter sales data: Enlite shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. *935 CMR 500.140*
- Enlite shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. *935 CMR 500.140(6)*
- If Enlite were to acquire a medical, cultivation or processing license so that it is co-located, Enlite shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). *935 CMR 500.140(6)*



## **Diversity Plan**

Enlite Cannabis Dispensary LLC (“Company”) believes in creating and sustaining a robust policy of inclusivity and diversity. Company recognizes that diversity in the workforce is key to the integrity of a company’s commitment to its community. Company is dedicated to creating a diverse culture with a commitment to equitable employment opportunity for all individuals. Company’s diversity plan is designed to promote equity among minorities, women, veterans, people with disabilities, and LGBTQ+. Company will make every effort to employ and advance in employment qualified and diverse people at all levels within the company. Company will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, by Company will not violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

## **PROGRAMS**

### **1) Diversity Recruitment and Sourcing Program**

Company will establish and maintain an inclusive and diverse workforce to serve its customers through innovative corporate recruitment of underrepresented and minority communities. Company has developed strategic corporate initiatives to ensure a diverse and qualified staff stands ready to serve Company customers’ needs. These strategic corporate initiatives include:

Company will give hiring preference to minorities, women, people who identify as LBGTQ+, veterans, and persons with disabilities. All of our job posting will clearly state our hiring preferences and include a meaningful diversity and inclusion statement. We will take the following measures in pursuit of this program:

Developing relationships with organizations serving minorities, women, LBGTQ+, veterans, and persons with disabilities for employment referrals. These organizations include Holyoke and Springfield Career Centers, The City of Holyoke Veterans Services Department and the Holyoke Community College Workforce Development Program;

- Providing briefings to representatives from the above-mentioned recruitment sources concerning current and future job openings;
- Encouraging employees from diverse groups to refer applicants for employment; Hosting career fairs in underrepresented and minority communities including Holyoke, Springfield and Chicopee
  - Our first job fairs will be help approximately 60 day prior to our expected opening.
  - Subsequent job fairs will be held as needed
- Establishing recruitment efforts at higher learning institutions such as the Holyoke Community College and other institutions with special programs that reach diverse people; and



- Utilizing Zip Recruiter to reach over 100 online career and job websites, as well as social media sites such as LinkedIn, Twitter, Facebook and Company's website. This Program will be instituted 60 days prior to our expected opening date.

**Goals-** The goals for Company's Diversity Recruitment and Sourcing Program are as follows:

- 50% of our workforce will be woman
- 30% of our workforce will be comprised of minorities
- 20% LBGTQ+
- 10% Veterans
- 10% Persons with disabilities.

**Measurements-** Company has established a Diversity Committee (the "Committee") to assist the executive management team and the Human Resources Manager with the implementation and growth of the Diversity Plan. The initial members of the Committee were selected based on their diverse status and their personal commitments to diversity. The Committee will track and report following metrics that will be used to measure the success of this Program.

- Employment data, including the number and percentage of all minority, women, disabled, and veteran applicants and hires for all job classifications;
- The salaries for all hires; and
- Recruitment information including the number of all job postings, where they were posted and the number and percentage of all applicants and hires generated by each posting.

## **2. Employee Retention, Training and Development Program**

Company will offer promotions, career counseling, and training to provide all employees with equitable opportunity for growth and to decrease turnover. Company will ensure that all employees are given opportunities for promotion by communicating opportunities, training programs, and clearly defined job descriptions. Company will ensure that all employees receive opportunity for career counseling, counseling on advancement opportunities and provide training programs to assist them in career development. Company will instruct managers and supervisors to refer employees seeking career counseling to the Human Resources Manager.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function.

Awareness of Diversity Plan goals and Company's efforts to create an open culture with zero tolerance for discrimination, harassment, or retaliation, is crucial to Company's success. Management, staff, associates, vendors, contractors, and the general public all benefit from being



informed of the Diversity Plan objectives and procedures. Dissemination of information of the Diversity Plan includes the following:

- Inclusion of Company's Equitable Employment Opportunity and Reasonable Accommodation statement in the Employee Handbook;
- Inclusion of Company's zero-tolerance policies for harassment, discrimination, bullying, and other actions which oppose Company's goal for a diverse workforce;
- Postings in suitable areas for employee communication;
- Quarterly progress evaluation meetings with appropriate personnel; and
- Formal presentations made to management and employees on diversity initiatives.

**Goals-** The goals for the Company's Employee Retention, Training and Development Program are as follows:

- 80% annual retention rate for all employees;
- Zero Harassment and/or Discrimination complaints filed;
- 60% of all diverse employees utilize the career counseling/development and/or training initiatives; and
- 30% of all promotions are awarded to diverse employees.

**Measurements-** The Company's Diversity Committee will track and report following metrics that will be used to measure the success of this Program.

- The retention rate for the preceding 12-month period;
- Information derived from employee exit interviews regarding reasons for leaving the Company and the diversity climate of the Company;
- Feedback from employees on our career counseling/development and training initiatives;
- Company training records showing all training completed and the number and percentage of employees who completed the training;
- The number of Harassment and/or Discrimination complaints filed;
- The number and percentage of all employees and diverse employees who utilized the Company's career counseling/development and/or training initiatives; and
- The number and percentage of all employees and diverse employees who applied for and received promotions within the Company.

### **3. Supplier and Vendor Program**

Company will promote diversity and support the local economy through purchasing goods and services from vendors, contractors, and professional service providers that are owned and operated by individuals that have cultural and ethnically diverse characteristics. In selecting potential contractors, subcontractors, vendors and suppliers, Company will give preference to diverse businesses that are owned by or employ a majority of individuals who are Minorities, Woman, Veterans, People with disabilities; and and/or people who identify as LBGTQ+.



All suppliers and vendors will report to the Company the makeup of the ownership and workforce when looking to engage with Company.

### **Goals**

Company will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

- The Company will give preference to suppliers and contractors whose owners or employees meet the criteria outlined above.
  - 15% of all Company's expenses for suppliers and vendors will go to business that meet the criteria outlined above
  - Of the 15% of Company expenses for qualifying suppliers the company will source from the following business designations.
    - 30% Woman Owned Business
    - 30% Minority Business Enterprise
    - 20% LBGTQ+ Owned Business
    - 10% Veteran Owned Business
    - 10% Persons with Disabilities Owned Business
  
- The Company will actively recruit these individuals or companies and promote this Program when sourcing these services.
  - As part of any bid or solicitation for services, The Company will request demographic information from the business or individual in order to see if they meet the Program Populations outlined above.
  - When requesting bids from suppliers and contractors we will expressly promote the Supplier Contractor priority outlined in this plan.
  
- We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the above criteria when entering into wholesale agreements.
  - To promote this Program Company will include our Supplier and Vendor priority in all marketing materials and request diversity data from all companies and individuals that we engage with for these services. We will also promote this priority status on social media sites including LinkedIn, Twitter, Facebook and Company's website. Additionally, we will promote this priority by advertising in employment and business sections of appropriate types of media including the Daily Hampshire Gazette, The Rainbow Times and Masslive.com.

**Measurements-** The Company's Diversity Committee will track and report following metrics that will be used to measure the success of this Program.

- The number and percentage of suppliers and vendors that the Company engages with that are owned by or employ a majority of individuals who are Minorities, Woman, Veterans, People with disabilities; and and/or People who identify as LBGTQ+



- The amount and percentage of the Company's expenses for supplier and vendor services that went to companies owned by or employ a majority of individuals who are Minorities, Woman, Veterans, People with disabilities; and and/or People who identify as LBGTQ+.

## **REPORTING**

60 days prior to the Company's License Renewal the Company will draft a comprehensive report that will be presented to the Commission for review during the License Renewal Process. This report will include the metrics outlined in the three Programs outlines in this Plan along with an analysis of each Program and the success, or progress of each Programs goals.

Additionally, the Company's Diversity Committee will report on the following:

- Internal and external communications in support of the goals of the Diversity Plan;
- Information regarding the receipt, review, and resolution of any complaints of discrimination or other non-compliance with regards to equitable opportunity and fair treatment of all employees;
- Information regarding the internal reporting systems that measure the effectiveness of programs designed to support a company culture that fosters diversity;
- A Review of the Diversity Plan ensuring that the Diversity Plan is understood; and
- A review of the Company's internal and external job postings to ensure information is in compliance with Company's Diversity Plan

The Human Resources Manager will be responsible for an audit report setting forth the Company's performance in fulfilling the goals of the Plan. This will include:

- Retention and outreach efforts;
- The total number and value of all contracts and/or subcontractors awarded for goods and services;
- An identification of each contract actually awarded to a member of a diverse group and the actual value of such subcontract;
- A comprehensive description of all efforts made by Company to monitor and enforce the Diversity Plan;
- Information on diverse group investment, equity ownership, and other ownership or employment opportunities initiated or promoted by Company;
- Other information deemed necessary or desirable by the Commission to ensure compliance with the regulations; and
- A workforce utilization report including the following information for each job category at Company:
  - The number of persons employed;
  - The number and percentage of men employed;
  - The number and percentage of women employed;
  - The number and percentage of veterans;
  - The number and percentage of service-disabled veterans;
  - The number and percentage of each racial minority employed; and
  - The number and percentage of people who identify as LBGTQ+