Massachusetts Cannabis Control Commission

Marijuana Product Manufacturer

General Information:

License Number: MP281751

Original Issued Date: 01/17/2021

Issued Date: 10/15/2025

Expiration Date: 10/15/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Mainely Productions LLC

Phone Number: 617-519-5777 **Email Address:** mike@cimcorealty.com

Business Address 1: 660 Douglas St **Business Address 2:** Suite 600

Business City: Uxbridge **Business State:** MA **Business Zip Code:** 01569

Mailing Address 1: 660 Douglas Street **Mailing Address 2:** Suite 600

Mailing City: Uxbridge **Mailing State:** MA **Mailing Zip Code:** 01569

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 27 **Percentage Of Control:** 27

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

First Name: Michael **Last Name:** Cimino **Suffix:**

Gender: Decline to Answer **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 24.67 **Percentage Of Control:** 24.67

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

First Name: Gennaro **Last Name:** Ruggiero **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 18.67 **Percentage Of Control:** 18.67

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

First Name: Stephen **Last Name:** Myers **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 18.67 **Percentage Of Control:** 18.67

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

First Name: Arnold **Last Name:** Diedrich **Suffix:**

Gender: **User Defined Gender:**

What is this person's race or ethnicity?:

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 **Percentage of Ownership:** 100

Entity Legal Name: Uxbridge 660 Douglas LLC **Entity DBA:** **DBA City:**

Entity Description: Parent Company

Foreign Subsidiary Narrative:

Entity Phone: 617-519-5777 **Entity Email:** mike@cimcorealty.com **Entity Website:**

Entity Address 1: 144 Commonwealth Avenue **Entity Address 2:**

Entity City: Boston **Entity State:** MA **Entity Zip Code:** 02116

Entity Mailing Address 1: 144 Commonwealth Avenue **Entity Mailing Address 2:**

Entity Mailing City: Boston **Entity Mailing State:** MA **Entity Mailing Zip Code:** 02116

Relationship Description: Uxbridge 660 Douglas LLC will be the owner-operator of the above-referenced licenses upon approval of this application by the Cannabis Control Commission.

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
Individual 1

First Name: Michael **Last Name:** Cimino **Suffix:**

Marijuana Establishment Name: Mainely Productions LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 2

First Name: Stephen **Last Name:** Myers **Suffix:**

Marijuana Establishment Name: Mainely Productions LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 3

First Name: Gennaro **Last Name:** Ruggiero **Suffix:**

Marijuana Establishment Name: Mainely Productions LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

Individual 4

First Name: Arnold **Last Name:** Diedrich **Suffix:**

Marijuana Establishment Name: Mainely Productions LLC **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Uxbridge **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 660 Douglas St Suite 600

Establishment Address 2:

Establishment City: Uxbridge **Establishment Zip Code:** 01569

Approximate square footage of the Establishment: 14952 **How many abutters does this property have?:** 1

Have all property abutters have 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
Executed HCA	Mainely Productions LLC and Town of Uxbridge HCA 9.11.25(pdfgear.com).pdf	pdf	68c984e86248b2e324830139	09/16/2025

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	Mainely Productions_Positive Impact Plan Updated 9.27.25.pdf	pdf	68d83134366765b777b30369	09/27/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: Michael **Last Name:** Cimino **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Gennaro **Last Name:** Ruggiero **Suffix:**

RMD Association:

Background Question: no

Individual Background Information 3

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

First Name: Stephen **Last Name:** Myers **Suffix:**

RMD Association:

Background Question: no

Individual Background Information 4

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

First Name: Arnold **Last Name:** Diedrich **Suffix:**

RMD Association:

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: Uxbridge 660 Douglas LLC **Entity DBA:**

Entity Description:

Phone: 617-519-5777 **Email:** mike@cimcorealty.com

Primary Business Address 1: 660 Douglas Street **Primary Business Address 2:**

Primary Business City: Uxbridge **Primary Business State:** MA **Principal Business Zip Code:** 01569

Additional Information:

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	articlesofincorporation.egw1.pdf	pdf	5d7675ca7e918b22a66bffe2	09/09/2019
Department of Revenue - Certificate of Good standing	TaxCertificateofGoodStanding.pdf	pdf	5d7675d8dfdeea2264a64bf9	09/09/2019
Secretary of Commonwealth - Certificate of Good Standing	SecretraryComm.cogs.pdf	pdf	5d7675ea816d7b225d15965a	09/09/2019
Bylaws	Mainely Productions.bylaws.pdf	pdf	5d7675fa629a272281d31c34	09/09/2019

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	MA DUA cert of compliance.pdf	pdf	68c986216248b2e3248308e7	09/16/2025
Department of Revenue - Certificate of Good standing	MA DOR cert of good standing.pdf	pdf	68c9862b6248b2e32483091b	09/16/2025
Secretary of Commonwealth - Certificate of Good Standing	Sec of State cert of good standing.pdf	pdf	68c986366248b2e32483092f	09/16/2025

Massachusetts Business Identification Number: 001381630

Doing-Business-As Name: SKY HIGH

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Operating Agreement or Articles of Incorporation	Op Agreement.pdf	pdf	68c98652566b140b4e0bb744	09/16/2025
Operating Agreement or Articles of Incorporation	Operating agreement attestation.pdf	pdf	68d82593366765b777b30025	09/27/2025
Business Plan	Written Statement regarding names of ownership 9.27.25.pdf	pdf	68d8268f366765b777b300ae	09/27/2025
Proposed Timeline	Mainely Productions LLC MP281751 updated timeline 10.2.25.pdf	pdf	68dee0cc366765b777b98292	10/02/2025

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security Requirements 250714.pdf	pdf	68c9898d566b140b4e0bc3da	09/16/2025
Prevention of diversion	Prevention of Diversion 250714.pdf	pdf	68c9899b566b140b4e0bc41a	09/16/2025
Storage of marijuana	Storage of Marijuana Policy 250714.pdf	pdf	68c989a8566b140b4e0bc42e	09/16/2025
Transportation of marijuana	Transportation Procedures 250714.pdf	pdf	68c989af566b140b4e0bc44a	09/16/2025
Inventory procedures	Inventory Procedures 250714.pdf	pdf	68c989be566b140b4e0bc470	09/16/2025

Quality control and testing	Quality Control and Testing Policy and Procedure 250714.pdf	pdf	68c989d1566b140b4e0bc4af	09/16/2025
Personnel policies including background checks	Personnel Policies and Procedures 250714.pdf	pdf	68c989dd566b140b4e0bc4c3	09/16/2025
Record Keeping procedures	Recordkeeping Policy 250714.pdf	pdf	68c98a4d566b140b4e0bc5c3	09/16/2025
Diversity plan	Mainely Productions_Diversity Plan.pdf	pdf	68c98a81566b140b4e0bc6aa	09/16/2025
Qualifications and training	Personnel Policies and Procedures 250714.pdf	pdf	68c98acc6248b2e3248313f2	09/16/2025
Energy Compliance Plan	Energy Efficiency and Conservation Policy .pdf	pdf	68d82739366765b777b30107	09/27/2025
Diversity plan	Mainely Productions_Diversity Plan Updated 10.2.25.pdf	pdf	68e00df95c55e822b03bbc5c	10/03/2025

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

Progress or Success Goal 1

Description of Progress or Success: See attached.

COMPLIANCE WITH DIVERSITY PLAN

Diversity Progress or Success 1

Description of Progress or Success: See attached.

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

Item 1

Label Picture:

Document Category	Document Name	Type	ID	Upload Date
	BLANK.pdf	pdf	618d68cc99d47637982bdab7	11/11/2021

Name of Item: N/A **Item Type:** Concentrate

Item Description: As Mainely Productions LLC has only obtained a provisional license for manufacturing and has yet to begin operations, it is not currently producing any items.

HOURS OF OPERATION

Monday From: 7:00 AM	**Monday To:** 3:00 PM
Tuesday From: 7:00 AM	**Tuesday To:** 3:00 PM
Wednesday From: 7:00 AM	**Wednesday To:** 3:00 PM
Thursday From: 7:00 AM	**Thursday To:** 3:00 PM
Friday From: 7:00 AM	**Friday To:** 3:00 PM
Saturday From: Closed	**Saturday To:** Closed
Sunday From: Closed	**Sunday To:** Closed

September 25, 2023

Town Clerk Kelly Cote
21 South Main Street
Uxbridge, MA 01569

Sent by web form at https://www.uxbridge-ma.gov/user/180/contact.

Re: Mainely Productions, LLC - Notice of Renewal of State Cannabis License

Dear Clerk Kote:

Please be advised that as a condition of Mainely Productions, LLC's state cannabis license renewal application, the Cannabis Control Commission requires Mainely Productions, LLC submit documentation that it requested from its Host Community the records of any cost to the Host Community, whether anticipated or actual, resulting from the licensee's operation within its borders, and any response received from the Host Community in connection with such request.

Accordingly, please accept this correspondence as our formal request to the Town of Uxbridge to produce the records of any cost to Uxbridge, whether anticipated or actual, resulting from Mainely Productions, LLC's operation within the borders of Uxbridge. Please note that a copy of this correspondence along with any response received from the town, or barring receipt of any response, an attestation to that effect, shall be submitted to the Cannabis Control Commission.

Note that M.G.L. c. 94G, § 3(d) requires that any cost to the town imposed by the operation of a Marijuana Establishment be documented and considered a public record as defined by M.G.L. c. 4, § 7, cl. 26.

Sincerely, on behalf of my client Mainely Productions, LLC,

Quinn Heath, Esq.
Associate
The Mensing Group LLC
Quinn@MensingGroup.com | (617) 468-8343
BBO: #709258

MUNICIPAL RESPONSE STATUS ATTESTATION

I, Michael Cimino, authorized representative of Mainely Productions, LLC ("Mainely"), state that Mainely made the attached request to the Town Clerk of Uxbridge through counsel for Mainely on September 25, 2023. As of the date listed below, a response has not been received by Mainely or its counsel. If any response is received while this application is pending, it will be submitted as a supplement to this application.

Michael Cimino

Michael Cimino, its authorized representative
Mainely Productions, LLC

Date: 11 / 16 / 2023

September 25, 2023

Town Clerk Kelly Cote
21 South Main Street
Uxbridge, MA 01569

Sent by web form at https://www.uxbridge-ma.gov/user/180/contact.

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Sincerely, on behalf of my client Mainely Productions, LLC,

Quinn Heath, Esq.
Associate
The Mensing Group LLC
Quinn@MensingGroup.com | (617) 468-8343
BBO: #709258

PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT

Goals

In order for Mainely Productions to positively impact Massachusetts residents with past drug convictions, Mainely Productions has established the following goals:

- Focus our hiring practices and efforts to employ 10% of workers with past drug convictions or past or present residents of the geographic "Areas of Disproportionate Impact (ADIs)"; and
- Hosting or participating in at least one (1) annual educational seminar for Massachusetts residents with past drug convictions in order to support their entry into the cannabis industry.

Programs

Mainely Productions has developed specific programs to effectuate its stated goals to positively impact Massachusetts residents with past drug convictions. Such programs will include the following:

- Posting our hiring opportunities (as positions become available, but not less than annually) with appropriate organizations like HonestJobs.com, a fair-chance hiring platform with over 400,000 job openings; and
- Hosting an annual educational seminar for Massachusetts residents with past drug convictions. Educational seminars will be held electronically and will be advertised via social media (which will include Facebook), with an emphasis placed on Massachusetts residents with past drug convictions. Each seminar will be able to accommodate no fewer than ten (10) participants. Topics for seminars will include Marijuana Cultivator and Product Manufacturer operations; Marijuana Establishment compliance; and Metrc compliance.

Measurements

The Executive Management Team administer the Plan and will be responsible for developing measurable outcomes to ensure Mainely Productions continues to meet its commitments. Such measurable outcomes, in accordance with Mainely Productions' goals and programs described above, include:

- Conducting an annual employee survey to determine the number of employees who are Massachusetts residents with past drug convictions;
- Documenting job advertisements placed with fair-chance hiring platforms and avenues; and
- Documenting each educational seminar held, including the advertisements placed, participants, and any training materials used.

Beginning upon receipt of Mainely Productions' first Provisional License from the Commission to operate a marijuana establishment in the Commonwealth, Mainely Productions will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The Executive Management Team will review and evaluate Mainely Productions' measurable outcomes no less than annually to ensure that Mainely Productions is meeting its commitments. Mainely Productions is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon

renewal.

Acknowledgements

- Mainely Productions will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- Any actions taken, or programs instituted, by Mainely Productions will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
- Mainely Productions will document the progress and success of its plan annually upon renewal.

ARTICLES OF ORGANIZATION OF
MAINELY PRODUCTIONS LLC
May 1st, 2019

ARTICLE I

The exact name of the corporation is:

MAINELY PRODUCTIONS LLC

ARTICLE II

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

THE PURPOSE OF THIS CORPORATION IS TO ENGAGE PROVIDING GENERAL EDUCATION.

ARTICLE III

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

THE CORPORATION SHALL HAVE ONE CLASS OF MEMBERS.

ARTICLE IV

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

THIS CORPORATION SHALL EXIST PERPETUALLY. EACH DIRECTOR, STOCKHOLDER AND O FFICER, IN CONSIDERATION FOR HIS SERVICES, SHALL, IN THE ABSENCE OF FRAUD, BE IN DEMNIFIED, WHETHER THEN IN OFFICE OR NOT, FOR THE REASONABLE COST AND EXPENSES INCURRED BY HIM IN CONNECTION WITH THE DEFENSE OF, OR FOR ADVICE CONCER NING ANY CLAIM ASSERTED OR PROCEEDING BROUGHT AGAINST HIM BY REASON OF HIS BEING OR HAVING BEEN A DIRECTOR, STOCKHOLDER OR OFFICER OF THE CORPORATION OR OF ANY SUBSIDIARY OF THE CORPORATION, WHETHER OR NOT WHOLLY OWNED, TO THE MAXIMUM EXTENT PERMITTED BY LAW. THE FOREGOING RIGHT OF INDEMNIFICATIO N SHALL BE INCLUSIVE OF ANY OTHER RIGHTS TO WHICH ANY

DIRECTOR, STOCKHOLDER OR OFFICER MAY BE ENTITLED AS A MATTER OF LAW. THE NUMBER OF DIRECTORS OF TH E CORPORATION SHALL BE TWO (2) WHICH NUMBER MAY BE INCREASED PURSUANT TO T HE BYLAWS OF THE CORPORATION. THE NAMES OF THE DIRECTORS WHO SHALL ACT UNTIL THE FIRST MEETING OR UNTIL THEIR SUCCESSORS ARE DULY CHOSEN AND QUALIFIED IS EDWARD WATSON.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

No. and Street: 660 Douglas Street Suite 600

City or Town: Uxbridge, Country:USA

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

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code	**Expiration of Term**
Mr.	Edward, Gales, Watson	11 Upton Street Apt 4 Boston, MA 02118	

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

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

EDWARD WATSON
11 Upton St. Apt 4
Boston, MA 02118

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

EDWARD WATSON

IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 15 Day of October, 2016. *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

EDWARD WATSON

Edward Watson

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

mass.gov/dor

Letter ID: L0627593088
Notice Date: September 5, 2019
Case ID: 0-000-819-279

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

MAINELY PRODUCTIONS LLC
11 UPTON ST
BOSTON MA 02118-1657

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MAINELY PRODUCTIONS 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, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

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

William Francis Galvin
Secretary of the
Commonwealth

September 6, 2019

TO WHOM IT MAY CONCERN:

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

MAINELY PRODUCTIONS, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **May 1, 2019.**

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:
EDWARD GALES WATSON

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

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

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



William Francis Galvin

Secretary of the Commonwealth

Processed By:TAA

BYLAWS OF Mainely Productions LLC

(the "Corporation")

SHAREHOLDERS

Annual Meeting

1. A meeting of the Shareholders of the Corporation (the "Shareholders") will be held annually for the purpose of electing managers (the "Managers") of the Corporation and for the purpose of doing other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the Commonwealth of Massachusetts, the annual meeting will be held on the next succeeding business day or on a date determined by the board of Managers for the Corporation (the "Board") that is no later than two weeks after the date specified in the meeting notice.

2. The Corporation must hold its annual meeting within the earlier of:

    a. 6 months after the end of the Corporation's fiscal year;

    b. 15 months after its last annual meeting.

    If the annual meeting is not held within that time period then any shareholder entitled to participate in the meeting may apply to the superior court of the county where the Corporation's principal office, or, if none in the commonwealth of Massachusetts, its registered office, is located to fix the time and place of the meeting.

Special Meetings

3. Unless otherwise prescribed by statute, special meetings of the Shareholders, for any purpose or purposes, may only be called in the following ways:

    a. By a majority of the Board; or

    b. By the president of the Corporation (the "President"); or

    c. By the holders of shares entitled to cast in total not less than 10 percent of the votes on any issue proposed for the meeting where written requests describing the purpose or purposes for the special meeting are signed, dated and delivered to a member of the Board or other Officer of the Corporation.

4. The Board will determine the time, place and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Shareholders in accordance with these Bylaws, the Board will issue notice of the special meeting within 30 days of receipt of the written demand(s) by the relevant Officer of the Corporation.

Place of Meeting

5. The annual meetings or special meetings of the Shareholders may be held at any place in or out of the Commonwealth of Massachusetts at a place to be determined at the discretion of the Board. If no designation of the location is made for any annual or special meeting of the Shareholders, the place of the meeting will be the Principal Office of the Corporation. The Corporation must hold its annual meeting within the earlier of: a) six months after the end of the Corporation's fiscal year or; b) fifteen months after its last annual meeting. If an annual meeting is not held within that time period, a Shareholder may direct a request in writing to the Chairman of the Board of the Corporation to hold the annual meeting. If a notice of meeting is not given within 60 days of that request then any Shareholder entitled to vote at an annual meeting may apply to any court having jurisdiction for an order directing that the meeting be held and fixing the time and place of the meeting.

Notice of Meetings

6. The written notice of any meeting will be given not less than 7 days, but not more than 60 days before the date of the meeting to each Shareholder entitled to vote at that meeting. The written notice of the meeting will state the place, date and hour of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

7. If mailed, notice is given when the notice is deposited in the United States mail, postage prepaid, and directed to the Shareholder at the address of the Shareholder as it appears on the records of the Corporation. An affidavit of the secretary (the "Secretary") of the Corporation that the notice has been given will, in the absence of fraud, be prima facie evidence of the facts stated in the notice.

8. A written waiver, signed by the person entitled to a notice of meeting, or a waiver by electronic transmission by the person entitled to that notice, whether before or after the time stated in the notice, will be deemed equivalent to the person receiving the notice. Further, attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person

attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

Consent of Shareholders in Lieu of Meeting

9. Any action to be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing, setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter were present and voted is delivered to the Corporation. Every written consent will bear the date of signature of each Shareholder who signs the consent. However, no written consent will be effective unless the consent is delivered, either by hand or by certified or registered mail, within 90 days of the earliest dated consent, to the Corporation to be filed with the records of proceedings of the Shareholders.

Remote Communication Meetings

10. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Shareholders not present in the same physical location may simultaneously communicate with each other.

11. Where permitted under the statutes and regulations of the Commonwealth of Massachusetts, and in the sole and reasonable discretion of the Board of Managers, a meeting of Shareholders of the Corporation may be held at a specific location or may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Shareholders may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board of Managers. Where any remote communication is used in a Shareholder meeting, all persons authorized to vote or take other action at the meeting must be able to hear each other during the meeting and each person will have a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Corporation.

List of Shareholders Entitled to Vote

12. The Officer who has charge of the Shareholders' List of the Corporation will prepare and make, not more than 70 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the

address of each Shareholder and the number of shares of stock registered in the name of each Shareholder. The list must be available for inspection by any Shareholder beginning two days after the meeting is announced and continuing through the meeting. The list must be provided for any purpose related to the meeting:

a. On a reasonably accessible electronic network, so long as the information required to access the list is provided with the notice of the meeting; or

b. During ordinary business hours, at the Principal Office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held.

13. If the Corporation decides to make the list available on an electronic network, the Corporation will ensure that this information is available only to Shareholders of the Corporation. If the meeting is to be held at a physical location, then the list will be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any Shareholder who is present.

14. If the meeting is to be held solely by means of remote communication, then the list will also be open to the examination of any Shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list will be provided with the notice of the meeting.

15. If any Director willfully neglects or refuses to produce the list of Shareholders at any meeting for the election of Managers, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of Managers held solely by means of remote communication, those Managers will be ineligible for election to any office at that meeting.

16. The Shareholders' List will be the only evidence as to who are the Shareholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of Shareholders.

Quorum and Required Vote

17. A minimum of 100 percent of the shares entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Shareholders.

18. In all matters other than the election of Managers, any act of the Shareholders must be passed by an affirmative vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter.

19. Managers will be elected by a majority of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Managers.

20. Where a separate vote by a class or series or classes or series of shares ("Eligible Shares") is required, 100 percent of the outstanding Eligible Shares present in person or represented by proxy, will constitute a quorum entitled to take action with respect to that vote on that matter. Any act to be taken must be passed by an affirmative vote of the majority of the outstanding Eligible Shares present in person or represented by proxy.

Shareholders Voting Rights and Proxies

21. Subject to the Articles of Organization, each Shareholder will be entitled to one vote for each share of stock held by that Shareholder.

22. Each Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that Shareholder by proxy, but no proxy will be valid after 11 months from the date of its execution unless the proxy provides for a longer period.

23. Execution of a proxy may be accomplished by the Shareholder or by the authorized Officer, Director, employee or agent of the Shareholder, signing the writing or causing that person's signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature.

24. A duly executed proxy will be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the shares or an interest in the Corporation generally.

Voting Rights of Fiduciaries, Pledgers and Joint Owners of Shares

25. Persons holding shares in a fiduciary capacity will be entitled to vote the shares so held. Persons whose shares are pledged will be entitled to vote, unless, in the transfer by the pledger on the

books of the Corporation, that person has expressly empowered the pledgee to vote the shares, in which case only the pledgee, or that pledgee's proxy, may represent and vote the shares.

Voting Trusts and Other Voting Agreements

26. Two or more Shareholders may, by agreement in writing, create a voting trust by depositing their shares with a voting trustee, who will have the authority to vote the shares in accordance with the terms and conditions of the voting trust agreement. To be valid, the voting trustee must deliver copies of the list of Shareholders and the voting trust agreement to the Principal Office of the Corporation. Upon receiving the voting trust agreement, the Corporation will issue new share certificates in the name of the trustee and cancel the old share certificates. The new share certificates issued will state that they are issued pursuant to a voting trust agreement.

27. Any amendment to a voting trust agreement will be made by a written agreement, a copy of which will be filed with the Principal Office of the Corporation.

28. The right of inspection of any voting trust agreement or related amendment by a Shareholder of record or a holder of a voting trust certificate, in person or by agent, will be the same right of inspection that applies to the securities register of the Corporation.

29. An agreement between two or more Shareholders, if in writing and signed by the parties to the agreement, may provide that in exercising any voting rights, the shares held by them will be voted as provided by the agreement, or as the parties may agree, or as determined in accordance with a procedure agreed upon by them.

30. The above provisions concerning voting trusts and voting agreements will not be deemed to invalidate any voting or other agreement among Shareholders or any irrevocable proxy which is not otherwise illegal.

Cumulative Voting

31. Shareholders may use cumulative voting elections when electing Managers.

BOARD OF Managers

General Powers

32. The business and affairs of the Corporation will be managed by or under the direction of the Board.

Number, Tenure and Quorum

33. The Board will consist of one member, who will be a natural person. Managers need not be Shareholders. The Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. In order to transact business at a meeting of the Managers, a quorum of 100 percent of the total number of Managers eligible to vote will be required. The vote of the majority of the Managers present at a meeting at which a quorum is present will be the act of the Board.

Regular Meetings

34. By resolution, the Board may provide the time and place, either within or without the Commonwealth of Massachusetts, for the holding of regular meetings without any notice other than that resolution.

Special Meetings

35. Special meetings of the Board may be called by or at the request of the President or by a majority of the Managers. The person or persons calling that special meeting of the Board may fix any date, time or place, either within or without the Commonwealth of Massachusetts, to be the date, time and place for holding that special meeting.

Notice

36. Written notice of the date, time, and place of a special meeting of the Board will be given at least 5 days prior to the date set for that meeting. The written notice can be given personally, by mail, by private carrier, by telegraph, by telephone facsimile, or by any other manner as permitted by the Massachusetts Business Corporation Act. The notice will be given by the Secretary or one of the persons authorized to call Managers' meetings.

37. If written notice is mailed, correctly addressed to a Director's address as provided in the Corporation's current records, the notice will be deemed to have been given to that Director at the time of mailing. If written notice is sent by private carrier or if the written notice is sent by United States mail, postage prepaid and by registered or certified mail, return receipt requested,

the notice will be deemed to have been given to a Director on the date shown on the return receipt. Otherwise notice is effective when received by a Director.

38. Notice of any Managers' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing, must be signed by a Director, and must be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of that meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

Action by Managers Without a Meeting

39. Any action to be taken at any meeting of the Board or of any committee of the Board may be taken without a meeting if all members of the Board or committee, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

Remote Communication Meetings

40. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Managers not present in the same physical location may simultaneously communicate with each other.

41. A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

Vacancies and Newly Created Managers

42. When vacancies or newly created Managers resulting from any increase in the authorized number of Managers occur, a majority of the Managers then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Managers to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Shareholders.

43. If at any time, by reason of death or resignation or other cause, the Corporation should have no Managers in office, then any Officer or any Shareholder or an executor, administrator, trustee or guardian of a Shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a Shareholder, may call a special meeting of Shareholders for an election to fill the vacancy.

44. When one or more Managers resign from the Board and the resignation is to become effective at a future date, a majority of the Managers then in office, including those who have so resigned, will have the power to appoint new Managers to fill this vacancy or vacancies. The appointments of these new Managers will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Shareholders.

Removal

45. Any Director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Managers at a special meeting of the Shareholders called for that purpose. No director may be removed when the votes cast against removal would be sufficient to elect the director if voted cumulatively at an election where the same total number of votes were cast.

Organization

46. Meetings of the Board will be presided over by the President, or in the President's absence by a Director chosen at the meeting. The Secretary will act as secretary of the meeting, but in the absence of the Secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

Chairman of the Board

47. The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board.

Compensation

48. The Board will, by resolution, fix the fees and other compensation for the Managers for their services as Managers, including their services as members of committees of the Board. All changes to Director compensation are subject to ratification by the Shareholders.

Presumption of Assent

49. A Director of the Corporation who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:

    a. The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting;

    b. The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or

    c. The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the Corporation within a reasonable time after adjournment of the meeting.

50. Any right to dissent or abstain from the action will not apply to a Director who voted in favor of that action.

COMMITTEES

Appointment

51. The Board may designate one or more committees, each committee to consist of one or more of the Managers of the Corporation. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

52. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member.

53. The committee or committees, to the extent provided in the resolution of the Board will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it. No such committee will have the power or authority in reference to the following matters:

a. Approving or adopting, or recommending to the Shareholders, any action or matter (other than the election or removal of Managers) expressly required by the Massachusetts Business Corporation Act to be submitted to Shareholders for approval; or

b. Adopting, amending or repealing any Bylaw of the Corporation.

Tenure

54. Each member of a committee will serve at the pleasure of the Board.

Meetings and Notice

55. The method by which Managers' meetings may be called and the notice requirements for these meetings as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Quorum

56. The requirements for a quorum for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Action Without a Meeting

57. The requirements and procedures for actions without a meeting for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

Resignation and Removal

58. Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of a committee may resign from the committee at any time by giving written notice to the Chairman of the Board of the Corporation, and unless otherwise specified in the notice, the acceptance of this resignation will not be necessary to make it effective.

Vacancies

59. Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board.

Committee Rules of Procedure

60. A committee will elect a presiding officer from its members and may fix its own rules of procedure provided they are not inconsistent with these Bylaws. A committee will keep regular minutes of its proceedings, and report those minutes to the Board at the first subsequent meeting of the Board.

OFFICERS

Appointment of Officers

61. The Officers of the Corporation (individually the "Officer" and collectively the "Officers") will consist of the President, a treasurer (the "Treasurer") and the Secretary.

62. The Officers will be appointed by the Board at the first meeting of the Managers or as soon after the first meeting of the Managers as possible, if Officers have not already been appointed. Any appointee may hold one or more offices.

Term of Office

63. Each Officer will hold office until a successor is duly appointed and qualified or until the Officer's death or until the Officer resigns or is removed as provided in these Bylaws.

Removal

64. Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

Vacancies

65. The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise.

President

66. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the President will be:

    a. To have the general management and supervision, direction and control of the business and affairs of the Corporation;

b. To preside at all meetings of the Shareholders when the Chairman of the Board is absent;

c. To call meetings of the Shareholders to be held at such times and at such places as the President will deem proper within the limitations prescribed by law or by these Bylaws;

d. To ensure that all orders and resolutions of the Board are effectively carried out;

e. To maintain records of and certify, whenever necessary, all proceedings of the Board and the Shareholders;

f. To put the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the opinion of the President, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the instructions of the Board, to have general charge of the property of the Corporation and to supervise and manage all Officers, agents and employees of the Corporation; and

g. To perform all other duties and carry out other responsibilities as determined by the Board.

Treasurer

67. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Treasurer will be:

a. To keep accurate financial records for the Corporation;

b. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;

c. To endorse for deposit all notes, checks, drafts received by the Corporation as instructed by the Board, making proper vouchers for them;

d. To disburse corporate funds and issue checks and drafts in the name of the Corporation, as instructed by the Board;

e. To submit to the President and the Board, as requested, an account of all transactions by the Treasurer and the financial condition of the Corporation;

f. To prepare and submit to the Board annual reports detailing the financial status of the Corporation; and

g. To perform all other duties and carry out other responsibilities as prescribed by the Board or the President.

Secretary

68. The Secretary will perform the following duties:

a. Prepare the minutes of the meetings of the Shareholders and meetings of the Board and keep those minutes in one or more books provided for that purpose;

b. Authenticate the records of the Corporation as will from time to time be required;

c. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;

d. Act as custodian of the corporate records and of the corporate seal, if any, and ensure that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized;

e. Keep a register of the post office address of each Shareholder;

f. Sign, along with the President, certificates for shares of the Corporation, the issuance of which will have been authorized by resolution of the Board;

g. Have general charge of the Shareholders' List of the Corporation; and

h. Perform all duties incidental to the office of Secretary and any other duties as from time to time may be delegated to the Secretary by the President or the Board.

Delegation of Authority

69. The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

LOANS, CHECKS, DEPOSITS, CONTRACTS

Loans

70. Without authorization by a resolution of the Board, the Corporation is prohibited from making or accepting loans in its name, or issuing evidences of indebtedness in its name. The authorization of the Board for the Corporation to perform these acts can be general or specific.

Checks, Drafts, Notes

71. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation and in a manner as will from time to time be determined by resolution of the Board.

Deposits

72. All funds of the Corporation not otherwise used will be deposited to the credit of the Corporation in banks, trust companies, or other depositories designated by the Board.

Voting Securities Held by the Corporation

73. The President, or another Officer or agent designated by the Board will, with full power and authority attend, act, and vote, on behalf of the Corporation, at any meeting of security holders or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At that meeting, the President or other delegated agent will have and execute any and all rights and powers incidental to the ownership of the securities or interests that the Corporation holds.

Contracts

74. The Board may give authority to any Officer or agent, to make any contract or execute and deliver any instrument in the name of the Corporation and on its behalf, and that authority may be general or specific.

Conflict of Interest by Managers

75. A Director or Officer of the Corporation will be disqualified from voting as a Director or Officer on a specific matter where that Director or Officer deals or contracts with the Corporation either as a vendor or purchaser.

76. A Director or Officer of the Corporation will not be disqualified as a Director or Officer for the sole reason that the Director or Officer deals or contracts with the Corporation either as a vendor, purchaser, or otherwise.

Loans to Employees and Officers

77. The Corporation may lend money to, or guaranty any obligation of, or otherwise assist, any Officer or employee of the Corporation or of its subsidiary, including any Officer or employee who is a Director of the Corporation or any subsidiary of the Corporation, whenever, in the opinion of the Managers, the loan, guaranty or assistance may reasonably be expected to benefit the Corporation. The loan, guaranty or other assistance may be with or without interest, and may be unsecured, or secured in such manner as the Board will approve, including, without limitation, a pledge of shares of the Corporation. Nothing contained in this section is to be construed so as to deny, limit or restrict the powers of guaranty or warranty of the Corporation at common law or under any applicable statute.

APPENDIX

Glossary

- **Bylaws** - the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of the Corporation.

- **Chairman of the Board** - Once a Board of Managers has been appointed or elected by the Shareholders, the Board will then elect a chairman (the "Chairman of the Board"). The Chairman of the Board will act to moderate all meetings of the Board of Managers and any other duties and obligations as described in these Bylaws.

- **Corporate Officer** - A corporate officer (individually the "Officer" and collectively the "Officers") is any individual acting for or on behalf of the Corporation. An Officer of the Corporation will usually be appointed to a specific task such as secretary, president, treasurer or other similar position. One person may hold several offices. The Officers will manage the day-to-day operations of the Corporation and report to the Board of Managers.

- **Principal Executive Office** - The Principal Executive Office for the Corporation is where the President of the Corporation has an office.

- **Principal Office** - The Principal Office of the Corporation is the address designated in the annual report where the executive offices of the Corporation are located.

- **Principal Place of Business** - The Principal Place of Business is the address at which the Corporation conducts its primary business.

- **Registered Office** - The Registered Office is the physical street address within the state where the registered agent can be contacted during normal business hours for service of process.

- **Shareholders' List** - A Shareholders' List is the complete record of the owners of shares of stock in the Corporation.

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Business Plan (Required Business Documentation). The licensee provided an updated Capitalization Table. *(required).*

Note: The capitalization table included in the Operating Agreement appears to show Gennaro Ruggiero, Stephen Myers, and Arnold Diedrich as holding interest over the establishment. However, the application currently only lists Edward Watson as a person with direct or indirect control. Please provide a written statement detailing the reason behind the discrepancies.

WRITTEN STATEMENT

I do not know why Edward Watson's name is still listed on the application. I was unable to change his name on the application so I just left it in there. I have previously sent correspondence to the commission to try and get that change. We purchased this license along with the cultivation license MC281899 and at that time the names should have been changed. Perhaps because it was a provisional license and not brought to final/commence it wasn't changed? In any event, I have attached the change of ownership docs from 2021/2022 so hopefully it can be changed in the backend system.

Thank you!!

Michael Cimino

1) Purpose:

Mainely Productions, LLC ("Mainely Productions"), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe, orderly, and legal quality control and testing of adult-use marijuana.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
(b) Hemp; or
(c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Finished Marijuana Product means a Marijuana Product that is completely manufactured and ready for retail sale and shall include Finished Marijuana that has been separated into individual packages or containers for sale.

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

a. Currently and validly licensed under 935 CMR 500.101, or formerly and validly registered by the Commission;
b. Accredited to ISO 17025: 2017 or the International Organization for Standardization 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;

c. Independent financially from any MTC Marijuana Establishment or Licensee; and

d. Qualified to test Marijuana and Marijuana Products, including MIPs, in compliance with M.G.L. c. 94C, § 34; M.G.L c. 94G, § 15; 935 CMR 500.000; and 935 CMR 501.000: Medical Use of Marijuana; and Commission protocol(s).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all quality control and testing in the Marijuana Establishment. Mainely Productions management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Mainely Productions will comply with the following sanitary requirements:

1. Any Mainely Productions agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.00, and all edible marijuana products will be prepared, handled, and stored in compliance with sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers, specified in 105 CMR 300.000.
2. Any Mainely Productions agent working in direct contact with preparation of marijuana or nonedible marijuana products will conform to sanitary practices while on duty, including:
3. Maintaining adequate personal cleanliness; and
4. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
5. Mainely Productions's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in Mainely Productions's production areas and where good sanitary practices require employees to wash and sanitize their hands, and will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices. Specifically, hand-washing facilities are located in the Trim, Storage, and Fertigation Rooms.
6. Mainely Productions's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
7. Mainely Productions will ensure that litter and waste is properly removed and disposed of so as to minimize the development of odor and minimize the potential for the

waste attracting and harboring pests. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12);

8. Mainely Productions's floors, walls, and ceilings will be constructed in such a manner that they may be adequately kept clean and in good repair;
9. Mainely Productions's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
10. Mainely Productions's buildings, fixtures, and other physical facilities will be maintained in a sanitary condition;
11. Mainely Productions will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;
12. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products. Toxic items will not be stored in an area containing products used in the cultivation of Marijuana. The Commission may require Mainely Productions to demonstrate the intended and actual use of any toxic items found on the premises;
13. Mainely Productions will ensure that its water supply is sufficient for necessary operations. Any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Mainely Productions's needs;
14. Mainely Productions's plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the marijuana establishment. Plumbing will properly convey sewage and liquid disposable waste from Mainely Productions. There will be no cross-connections between the potable and wastewater lines;
15. Mainely Productions will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
16. Mainely Productions will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
17. Mainely Productions will store, and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers.
18. Mainely Productions will ensure that Mainely Productions's facility is always maintained in a sanitary fashion and will comply with all applicable sanitary requirements.

4) Recalls

1. Mainely Productions will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products.
2. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by Mainely Productions to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.
3. Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with applicable regulatory provisions, and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

5) Testing of Finished Marijuana Products

1. Mainely Productions will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as otherwise allowed.
2. No marijuana product will be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required pursuant to 935 CMR 500.160.
3. Testing of Mainely Productions' marijuana products will be performed by Analytics Labs, and or another approved and licensed Independent Testing Laboratory as needed in compliance with a protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission including, but not limited to, the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products ("Protocol").
4. All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services will comply with all regulatory requirements pursuant to 935 CMR 500.105(13).
5. Marijuana will be tested for the Cannabinoid Profile and for contaminants as specified by the Commission including, but not limited to, mold, mildew, heavy metals, plant growth regulators, and the presence of Pesticides.
6. In compliance with the Protocol, testing for all production batches of finished plant material will include pesticides and plant growth regulators and production batches to be dispensed as finished Product will be tested for Metals, Bacteria, fungi, mycotoxins, and Cannabinoid profile.
7. All Products sold as resin or concentrates will be tested for Solvents (if used) and Metals with only production batches to be dispensed as finished Product tested for Bacteria, fungi, mycotoxins and Cannabinoid profile.

8. In addition to these contaminant tests, final ready-to-sell Marijuana Vaporizer Products shall be screened for heavy metals and Vitamin E Acetate (VEA) in accordance with the relevant provisions of the Protocol.
9. Edibles, tinctures and topicals will be tested for bacteria, fungi, mycotoxins and Cannabinoid profile.
10. In addition, all Products will be tested in accordance with Commission guidance and orders in place at the time of testing.
11. The sale of seeds is not subject to these testing provisions.
12. Clones are subject to these testing provisions, but are exempt from testing for metals.
13. Single-servings of marijuana products tested for potency in accordance with 935 CMR 500.150(4)(a) will be subject to a potency variance of no greater than plus/minus ten percent (+/- 10%).

6) Responding to Test Results

1. Mainely Productions will respond to a laboratory result that indicates contaminant levels are above acceptable limits as established in the Protocol by:
    1. Notifying the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the Production Batch; and
    2. Notifying the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission.
    3. The notification will be from both Mainely Productions and the Independent Testing Laboratory, separately and directly.
    4. The notification from Mainely Productions will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

7) Remediation

1. If Mainely Productions receives notice that Marijuana or a Marijuana Product it has submitted for testing has failed any test for contaminants, Mainely Productions will either reanalyze the Marijuana or Marijuana Product without remediation, take steps to remediate the identified contaminants, or dispose of the Marijuana or Marijuana Product.
2. Reanalysis by a Second ITL. If Mainely Productions chooses to reanalyze the sample, a sample from the same batch must be submitted for reanalysis at the ITL that provided the original failed result.
    1. If the sample passes all previously failed tests at the initial ITL, a sample

from the same batch previously tested must be submitted to a second ITL other than the initial ITL for a Second Confirmatory Test.

2. To be considered passing and therefore safe for sale, the sample must have passed the Second Confirmatory Test at a second ITL.
3. Any Marijuana or Marijuana Product that fails the Second Confirmatory Test may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees without first being remediated. Otherwise, Mainely Productions will dispose of any such product.

3.Remediation. If Mainely Productions chooses to remediate, a new test sample will be submitted to a licensed ITL, which may include the initial ITL for a full-panel test.

1. Any failing Marijuana or Marijuana Product may be remediated a maximum of two times.
2. Any Marijuana or Marijuana Product that fails any test after the second remediation attempt may not be sold, transferred or otherwise dispensed to Consumers, Patients or Licensees.
3. Mainely Productions will dispose of any such product.
4. If Mainely Productions chooses to dispose of the Marijuana or Marijuana Products, it will be done so in compliance with 935 CMR 500.105(12): *Waste Disposal*.

8) Testing Environmental Media

1. Testing of Mainely Productions's environmental media will be performed in compliance with any and all requisite regulatory protocols including the Protocol for Sampling and Analysis of Environmental Media for Marijuana Establishments, Medical Marijuana Treatment Centers and Colocated Marijuana Operations.
2. Mainely Productions will test water samples prior to use for cultivation and annually thereafter as required.
3. Solid growing media will be tested prior to use and each time a new source is used.
4. Cultivation soil/solids – in place soils (i.e., ground, beds, containers) will be tested annually.
5. Cultivation soil/solids – amended soils will be tested during quarter, when soil amended, and annually thereafter.

9) Testing Records and Expiration

1. Mainely Productions will maintain the results of all testing for no less than one year.
2. Test results will be stored and kept securely in a digital manner on the platform confident cannabis.

3. Appointed leadership will be responsible for reviewing all marijuana and marijuana product test results prior to wholesale.
4. Testing results shall be valid for a period of one year.
5. Marijuana or Marijuana Products with testing dates in excess of one year will be deemed expired and may not be dispensed, sold, Transferred or otherwise conveyed until retested.

10) References

1) Purpose:

Mainely Productions, LLC ("Mainely Productions"), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
(b) Hemp; or
(c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. Mainely Productions management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least annually.

4) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Mainely Productions and will include, at a minimum, the following:
    a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    c. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

d. A copy of the application that Mainely Productions submitted to the Commission on behalf of any prospective Mainely Productions agent;
e. Documentation of periodic performance evaluations;
f. A record of any disciplinary action taken;
g. Notice of completed Responsible Vendor Training Program and in-house training for Mainely Productions Agents required under 935 CMR 500.105(2): Marijuana Establishment Agent Training;
h. Personnel policies and procedures, including, at a minimum, the following:
    i. Code of ethics;
    ii. Whistle-blower policy; and
    iii. A policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
i. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
    a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. (CSI) and reviewed by the Sales Manager
    b. Any offer letter from Mainely Productions to the new agent, including job title and supervision, produced dependent on the specific job and needs of Mainely Productions;
    c. Materials submitted to the Commission for agent registration purposes;
    d. Documentation of annual performance reviews;
    e. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
    f. Documentation of all security-related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

5) Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Head of Cultivation: [Joseph Cimino] [617-455-7442]
Director of Security: [Michael Cimino] [617-519-5777]

6) Board Members and Executives

Manager and Real Property – Michael Cimino
Managing Partner – Gennaro Ruggiero

7) External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Uxbridge Fire Department:	508-278-7725
Uxbridge Health Department:	508-278-8600
Uxbridge Police Department:	508-278-7755
Uxbridge Town Hall:	508-278-3156

8) Agent and Physical Risk Reduction Measures

1. Agents suspected of diversion will be reported to local law enforcement authorities
2. Security checks are in place at the main entrance gate to ensure unauthorized individuals do not gain access to Mainely Productions facility.

9) Agent Background Checks

1. In addition to completing agent registration process, all agents hired to work for Mainely Productions will undergo a detailed background investigation prior to being granted access to Mainely Productions or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
    a. Past criminal convictions;
    b. Past drug-related offenses;
    c. Professional licenses;
    d. Driver's license information;
    e. Docket search of state and federal criminal & civil actions;
    f. Bankruptcies, liens & judgments; and
    g. Healthcare licenses & sanctions.
3. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
4. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by Mainely Productions or the Commission.

11) Agent Training

1. Mainely Productions will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program.
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

11.1 Specific Training Requirements

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

1. New hire orientation
    a. Overview of Mainely Productions and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all Mainely Productions agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
    a. Including Mainely Productions's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

12) Responsible Vendor Training

1. All current owners, managers and employees of Mainely Productions that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. Mainely Productions Agents must first take the Basic Core Curriculum contained within RVT training.
3. On completing the Basic Core Curriculum, a Mainely Productions Agent is eligible to take the Advanced Core Curriculum.
4. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
5. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor"

Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.

6. Mainely Productions will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

13) Job Descriptions

13.1 Head of Cultivation

1. Cultivation Operations Management:
   - Oversee the day-to-day operations of the cannabis cultivation facility, ensuring compliance with regulatory standards and company policies.
   - Develop and implement cultivation strategies to maximize plant health, yield, and quality.
   - Monitor and maintain optimal environmental conditions such as lighting, temperature, humidity, and nutrient levels.
   - Implement and manage an integrated pest management program to minimize the risk of pests and diseases.
2. Team Leadership and Training:
   - Recruit, hire, train, and manage a team of skilled grow personnel.
   - Provide ongoing training and mentorship to the cultivation team, ensuring a high level of expertise and adherence to standard operating procedures.
   - Foster a positive and collaborative work environment that encourages teamwork, professional growth, and employee satisfaction.
3. Sales and Brand Relations:
   - Develop and maintain relationships with in-state and out-of-state cannabis brands for sales orders and collaborations.
   - Identify new sales opportunities and negotiate contracts with potential partners.
   - Collaborate with the marketing and sales teams to ensure effective promotion and distribution of products.
4. Compliance and Regulatory Affairs:
   - Stay up-to-date with local, state, and federal regulations pertaining to cannabis cultivation and ensure compliance at all times.
   - Implement and maintain robust inventory tracking systems to meet regulatory requirements.
   - Coordinate with regulatory agencies during inspections and audits.
5. Research and Development:
   - Stay informed about the latest trends and advancements in cannabis cultivation techniques, genetics, and industry best practices.

- Continuously evaluate and improve cultivation processes to optimize efficiency, productivity, and product quality.
- Conduct trials and experiments to test new strains, cultivation methods, and innovative technologies.

Qualifications:

- Bachelor's degree in horticulture, agriculture, or a related field (preferred).
- Minimum of 5 years of experience in cannabis cultivation, with at least 2 years in a supervisory or managerial role.
- In-depth knowledge of cannabis cultivation techniques, plant nutrition, pest management, and environmental control systems.
- Strong understanding of local and state regulations pertaining to cannabis cultivation.
- Proven leadership skills with the ability to build and motivate a high-performing team.
- Excellent communication and interpersonal skills to collaborate effectively with cross-functional teams and external partners.
- Ability to multitask, prioritize workloads, and adapt to a fast-paced and evolving industry.

13.2 Cultivation Technician

Key Responsibilities:

1. Perform regular tasks to maintain the health and vitality of cannabis plants, including watering, pruning, harvesting, and transplanting.
2. Monitor and adjust environmental conditions such as temperature, humidity, lighting, and CO2 levels to optimize plant growth and yield.
3. Execute plant nutrition feeding schedules according to established guidelines and ensure proper pest and disease control practices are implemented.
4. Operate and maintain cultivation equipment such as irrigation systems, lighting systems, environmental control systems, and nutrient mixing stations.
6. Maintain accurate records of all cultivation activities, including plant inventory, nutrient applications, and environmental conditions.
7. Assist with monitoring and maintaining the facility's cleanliness, organization, and sanitation standards, ensuring compliance with regulatory requirements.
8. Identify and troubleshoot plant health issues, pests, and diseases, applying appropriate corrective measures.
9. Stay up-to-date with industry developments, new cultivation techniques, and emerging technology to improve cultivation practices and overall product quality.
10. Comply with all state and local regulations regarding cannabis cultivation, ensuring compliance with security protocols, and maintaining confidentiality of sensitive information.

13.3 Sales Manager

The role will manage the sales team and accounts within a specific geographic territory. The Massachusetts Sales Manager will develop and execute the overall sales strategy to meet quarterly goals, while providing guidance and training to the team.

Previous cannabis industry experience is highly recommended and sales management experience is a must.

Responsibilities:

- Direct and coordinate activities involving sales of all cannabis products
- Manage sales team and sales support staff
- Set sales goals and conduct quarterly reviews
- Manage sales activity
- Manage day to day decisions of the sales team and be the go-to for the sales team to brainstorm and problem solve
- Utilize business analytics software to communicate or present information for business strategy decision making, and monitoring sales goals
- Manage CRM software
- Assist sales team in cultivating high level relationships in dispensaries
- Manage sales side of new product launches
- Provide sales training to the team on an individual and group level
- Facilitate weekly sales team meetings
- Lead weekly 1:1 meetings
- Liaison for sales team with other areas in the company around operational issues
- Work with production team to problem solve and expedite issues
- Resolve escalated customer complaints regarding sales and service

Job Requirements:

- Passion for Wana Brands and knowledge of the industry
- Strong ability to model and train teams using consultative selling methods.
- Persuasive sales ability, including ability to effectively position Wana products against competitors
- Ability to develop constructive and cooperative working relationships with internal and external partners, maintaining them over time.

- Clearly communicate information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- Persistence and positive attitude
- Attention to detail
- Excellent verbal and written communication skills
- Strong desire to provide exceptional customer service
- Ability to build relationships and rapport
- Flexible schedule and ability to work some weekends and evenings
- Travel Requirement of 50%

Supervisory Responsibility

This position has overall supervisory responsibility for the Sales Team.

13.4 Post-Harvest Manager

The ideal candidate will possess a thorough understanding of the post-harvest process, including drying, curing, trimming, and packaging of cannabis products. The Post-Harvest Supervisor will be responsible for overseeing a team of post-harvest technicians and ensuring that all processes are executed efficiently and in compliance with state regulations.

Responsibilities:

1. Supervise and direct the post-harvest team in all aspects of processing cannabis flower, trim, and concentrated products.
2. Manage the drying, curing, trimming, and packaging processes to ensure high-quality cannabis products.
4. Implement and enforce strict hygiene and sanitation protocols during post-harvest processes to prevent contamination.
5. Monitor inventory levels, track yields, and maintain accurate records of product weights and waste.
6. Train and mentor post-harvest technicians on techniques for maximizing product quality and minimizing waste.
8. Collaborate with other departments, such as cultivation, compliance, and inventory management, to coordinate seamless operations.
9. Ensure compliance with all applicable local, state, and federal laws and regulations regarding the post-harvest process.

10. Conduct regular quality checks on processed cannabis products to ensure consistency, potency, and compliance with internal standards.
11. Maintain a clean and organized post-harvest area, ensuring proper ventilation, lighting, and equipment functionality.

Requirements:
1. Proven experience as a Post-Harvest Supervisor or similar role in the cannabis industry.
2. Excellent knowledge of the post-harvest process and associated equipment used in drying, curing, trimming, and packaging.
3. Familiarity with local and state regulations related to the cannabis industry.
4. Strong organizational and leadership skills to effectively manage a team.
5. Ability to work under pressure, meet deadlines, and adapt to changing priorities in a fast-paced environment.
6. Attention to detail and commitment to maintaining product quality and compliance.
7. Excellent communication and interpersonal skills to effectively collaborate with other team members and departments.
8. Ability to maintain strict confidentiality and ensure security protocols are followed.
9. Flexibility to work evening or weekend shifts as needed.
10. Bachelor's degree in horticulture, agriculture, or a related field is preferred, but not required.

13.5 Post-Harvest Technician

- As a Post-Harvest Tech, you will be responsible for the physical harvest and associated plant transfer to the drying rooms, as well as trimming, quality control and packaging of final product. You will be responsible for batch inventory and any associated reconciliation; you will also ensure all inventory is up to standards set in place by Mainely Productions.
- **Duties and Responsibilities:**
  - Must confirm that there is a written plant weight on each tag.
  - Mark trimmer column with designated trimmer number.
  - Start removing large fan leaves using hands and discard them into the plant waste trash.
  - Begin removing branches and start trimming buds.
  - Manually trim marijuana plants using shears, scissors, hands, etc.
  - Responsible for maintaining quality product while reaching daily quotas.
  - Workspace/Material Maintenance
  - Responsible for maintaining the organization and cleanliness of the facility while performing trimmings.

- Responsible for ensuring the cleanliness of all staging areas.
- Regularly cleaning scissors using rubbing alcohol.
- Communication and Compliance
- Work with management to assure all steps are being taken to assure company compliance.
- Take instructions and follow direction as delegated by managers to complete weekly team quota.
- Set up workstation according to daily goals established by the Post Harvest Manager, such as trimming, weighing / packing, shucking, or harvesting
- Adhere to state and company policies at all times, following appropriate Standard Operating Procedure according to assigned task
- Verify quality control standards are being met throughout every phase of the production process
- Ensure production goals established by the Post Harvest Manager are being met
- Accurate record keeping abilities
- Close attention to detail - continuously maintaining accuracy and consistency
    - Ensure that all product is properly secured and stored
- Package plant material into proper containers with proper labeling to ensure compliance with state regulations
- Other duties as assigned including but not limited to harvesting, defoliation, shucking, trimming and post-harvest cleaning
- Uphold all standards and procedures pertaining to facility cleanliness, such as cleaning of supplies and workspaces
- Other duties as needed/required to meet goals

- Physical Requirements
    - Able to lift or push items weighing up to 50 pounds (22kg).
    - Able to stand or sit for extended periods of time.
    - Capable of frequent and repetitive hand movements. • Able to bend, squat, crouch, kneel, and walk intermittently throughout the day.

13.6 Facilities Manager

Job Overview:

As the Facility Manager, you will play a pivotal role in managing Mainely Productions physical assets, sanitation, irrigation systems, and equipment maintenance schedules. You will be responsible for ensuring a clean, safe, and well-maintained environment for the cultivation and production of high-quality cannabis products.

Key Responsibilities:

1. Building Maintenance and Repairs:

- Oversee all aspects of building maintenance, including electrical, plumbing, basic HVAC, and structural repairs.

- Perform or arrange for routine maintenance and repairs to ensure the facility's functionality and safety.

- Coordinate with contractors or service providers when necessary.

2. Sanitation and Hygiene:

- Implement and enforce strict sanitation protocols to prevent contamination and ensure a clean facility.

- Manage sanitation and ensure compliance with hygiene standards.

- Maintain cleanliness in cultivation, processing, and common areas.

3. Irrigation System Management:

- Monitor and maintain irrigation systems, ensuring proper water distribution to cannabis plants.

- Troubleshoot and repair irrigation equipment as needed.

- Collaborate with cultivation staff to optimize irrigation schedules.

4. Handyman Duties:

- Perform various handyman tasks, including carpentry, painting, and basic electrical or plumbing repairs.

- Address minor maintenance issues promptly to prevent disruptions in operations.

- Maintain tools and equipment in good working condition.

5. Compliance and Safety:

- Ensure compliance with all relevant cannabis regulations, health and safety standards, and building codes.

- Conduct safety inspections and implement corrective actions as necessary.

- Maintain safety data sheets (SDS) and provide safety training to staff.

6. Inventory and Supplies Management:

- Manage inventory of maintenance supplies, equipment, and spare parts.

- Procure necessary supplies and materials in a cost-effective manner.

13.7 Director of Security

Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Mainely Productions, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Mainely Productions agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of Mainely Productions facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of Mainely Productions facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Mainely Productions agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

13.8 Inventory Manager

The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all marijuana and marijuana products;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

13.9 Inventory Associate

Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the [METRC
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinating waste disposal schedule and ensuring Mainely Productions's policies and procedures for waste disposal are adhered to.

14) Confidentiality

1. Information held by Mainely Productions is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. Mainely Productions agents will receive confidentiality training during new hire orientation.

3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. METRC system, harbors the technology required to abide with regulatory standards and prevent theft.
5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.
6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

Mainely Productions will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined 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:

1. Mainely Productions will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

Mainely Productions complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

Mainely Productions will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, Mainely Productions's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

15) Dismissal of Marijuana Establishment Agents

1. Mainely Productions asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. Mainely Productions reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in Mainely Productions's group health plan at their own expense for at least eighteen (18) months.
6. Mainely Productions will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. Mainely Productions will notify the Commission no more than one (1) business day after the agent's employment concludes via a submitted surrender application in the MassCIP.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Mainely Productions's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

16) Exit Interview

1. Agents who resign from Mainely Productions are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Mainely Productions and to gather suggestions for how Mainely Productions can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both Mainely Productions and agents.

4. As a result, Mainely Productions does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

17) References

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed
935 CMR 500.000: Adult-Use of Marijuana Regulations

1) Purpose:

Mainely Productions, LLC ("Mainely Productions"), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for safe, orderly, and legal recordkeeping.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
(b) Hemp; or
(c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

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

Quality Control Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator, a Marijuana Product Manufacturer, a Microbusiness, or a Craft Marijuana Cooperative that is provided internally to employees for purposes of ensuring product quality and making determinations about whether to sell the Marijuana or Marijuana Product.

Seed-to-sale Electronic Tracking System means a system designated by the Commission as the system of record (Seed-to-sale SOR) or a secondary electronic tracking system used by a Marijuana Establishment or an MTC or an Independent Testing Laboratory. This system shall capture everything that happens to an individual Marijuana plant, from seed and cultivation, through growth, harvest and Manufacture of Marijuana Products and MIPs, including transportation, if any, to final sale of finished products. Seed-to-sale Electronic Tracking System shall utilize a unique-plant identification and unique-batch identification. It will also be able to track agents' and Registrants' involvement with the Marijuana Product. Any secondary system used by the Marijuana Establishment or an MTC or an Independent Testing Laboratory shall integrate with the SOR in a form and manner determined by the Commission.

Transfer means the sale of Marijuana or Marijuana Products from a Marijuana Establishment to a separate Marijuana Establishment, Independent Testing Laboratory or MTC (but not to Consumers) subject to entry of the transaction in the Commission's Seed-to-sale SOR.

Vendor Sample means a sample of Marijuana or Marijuana Product developed by a Marijuana Cultivator or a Marijuana Product Manufacturer licensed under the provisions of 935 CMR 500.000 that is provided to a Marijuana Product Manufacturer, a Marijuana Retailer or a Delivery Operator to promote product awareness.

Visitor means an individual, other than a Marijuana Establishment Agent or Laboratory Agent, authorized by the Marijuana Establishment or Independent Testing Laboratory to be on the Premises of an Establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55, M.G.L. c. 94G, and 935 CMR 500.000; provided, however, that no such individual shall be younger than 21 years old.

3) Responsibilities:

This SOP applies to all recordkeeping in the Marijuana Establishment. Mainely Productions management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

Mainely Productions has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safekeeping, and accessibility of critical documents. Unless otherwise dictated, electronic and wet signatures are accepted forms of execution of Mainely Productions documents. Records will be stored at Mainely Productions in a lockable filing cabinet, or a locked room designated for record retention. All written records will be available for inspection by the Commission upon request. Mainely Productions records are only accessible by the Head of Cultivation, Sales Manager, Facilities Manager, Operations Manager, and Board of Managers as necessary as well as Commission staff.

To ensure that Mainely Productions is keeping and retaining all records as noted in this policy, reviewing corporate records, business records, and personnel records to ensure completeness, accuracy, and timeliness of such documents will occur as part of Mainely Productions' annual closing procedures. In addition, Mainely Productions's operating procedures will be updated on an ongoing basis as needed.

4) Recordkeeping

4.1 Corporate Records

Those records that require, at a minimum, annual reviews, updates, and renewals, including:

- Insurance Coverage:
  - Directors & Officers Policy
  - Product Liability Policy
  - General Liability Policy
  - Umbrella Policy
  - Workers Compensation Policy
  - Employer Professional Liability Policy
- Third-Party Contracts
- Commission Requirements:
  - Annual Agent Registration for the first year and Tri-annual thereafter
  - Annual Marijuana Establishment Registration
- Local Compliance:
  - Certificate of Occupancy
  - Special Permits
  - Variances

    - Site Plan Approvals
    - As-Built Drawings
- Corporate Governance:
    - Annual Report
    - Secretary of State Filings
    - Board of Directors Meetings
    - Minutes from Board of Directors Meetings

4.2 Business Records

Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
- Sales records including the quantity, form, and cost of marijuana products;
- Salary and wages paid to each agent, or stipend, and any executive compensation, bonus, benefit, or item of value paid to any individual having direct or indirect control over Mainely Productions;
- List of all executives of Mainely Productions, and members, if any, which must be made available upon request by any individual.

4.3 Personnel Records

At a minimum will include:

- Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Mainely Productions agent. Such records will be maintained for at least 12 months after termination of the agent's affiliation with Mainely Productions and will include, at a minimum, the following:
    - All materials submitted to the Commission during Agent Registration;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

  - Documentation of periodic performance evaluations; and
  - A record of any disciplinary action taken.
  - Notice of completed responsible vendor and eight-hour related duty training.
- Personnel policies and procedures; and
- All background check reports obtained, including the iCORI report.

5) Marijuana and Other Records

5.1 Handling and Testing Records

1. Mainely Productions will maintain the results of all testing for a minimum of one (1) year.

5.2 Inventory Records

1. The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
2. As further detailed in our protocols regarding inventory, audits will be conducted at minimum, monthly with a comprehensive inventory conducted annually.

5.3 Seed-To-Sale Tracking Records

1. Mainely Productions will use Metrc to maintain real-time inventory. Metrc inventory reporting will meet the requirements specified by the Commission and 935 CMR 500.105(8)(e), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
2. Mainely Productions's Tracking System, Metrc will integrate with the Metrc system and update records in real-time.
3. Mainely Productions may utilize additional platforms that will integrate with the Metrc system and update records in real-time Metrc to aid in ensuring the maintenance of real-time inventory, track sales, and or fulfill additional needs as seen fit.

5.4 Incident Reporting Records

1. Within ten (10) calendar days, Mainely Productions will provide written notice to the Commission of any incident by submitting an incident report, detailing the

incident, the investigation, the findings, resolution (if any), confirmation that the local law enforcement and Commission were notified within twenty-four (24) hours of discovering the breach, and any other relevant information.

2. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Mainely Productions for no less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

5.5 Visitor Records

1. A visitor sign-in and sign-out record will be maintained in the main entrance to Mainely Productions.
2. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
3. The visitor log will be audited regularly by the Director of Security or appointed and approved Mainely staff as seen fit by Mainely leadership.

5.6 Waste Disposal Records

1. When marijuana or marijuana products are disposed or handled, Mainely Productions will create and maintain an electric record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Mainely Productions agents present during the disposal or handling, with their signatures.
2. Mainely Productions will keep disposal records for at least 3 years.
3. This period will automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.

5.7 Security Records

1. Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the Commission upon request and that are retained for at least ninety (90) calendar days or the duration of a request to preserve the recordings for a specified period of time made by the Commission, whichever is longer.

5.8 Transportation Records

1. Mainely Productions will retain all shipping manifests for a minimum of one (1) year and make them available to the Commission upon request.

5.9 Agent Training Records

1. Documentation of all required training, including but not limited to training, Responsible Vendor Training will include a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
2. All training documentation will be kept in accordance with privacy and confidentiality requirements.

6) Closure

1. In the event Mainely Productions closes, all records will be kept for at least 2 years at Mainely Productions's expense in a form (electronic, hard copies, etc.) and location acceptable to the Commission.
2. In addition, Mainely Productions will communicate with the Commission during the closure process and accommodate any additional requests the Commission or other agencies may have.

7) Vendor Sample Recordkeeping

1. All Vendor Samples provided by Mainely Productions under 935 CMR 500.130(7) will be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission and shall further be designated as "Vendor Sample".

8) Quality Control Sample Recordkeeping

1. All Quality Control Samples provided under 935 CMR 500.130(8) shall be assigned a unique, sequential alphanumeric identifier and entered into Metrc in a form and manner to be determined by the Commission, and further, shall be designated as "Quality Control Sample."

9) Record Retention

1. Mainely Productions will meet Commission recordkeeping requirements and retain a copy of all records for two (2) years, unless otherwise specified in the regulations.

10) Inventory and Transfer

1. Mainely Productions will enter all Products into Metrc and accurately report the physical location of the Products within the same business day.

2. Mainely Productions may Transfer product to an MTC; and an MTC may Transfer product to a Mainely Productions as long as there is no violation of the dosing limitations set forth in 935 CMR 500.150(4) or the limitations on total MTC inventory as set forth in 935 CMR 501.105(8)(k)2. and 3.
3. Such Transfers cannot violate provisions protecting patient supply under 935 CMR 500.140(15): *Patient Supply*.
4. To ensure transfers are compliant, prior to such transfer an appropriate manager will review inventory records and the proposed products for transfer.
5. No Marijuana Product, including Marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.
6. As referenced above, test results will be reviewed for products being received at the Product Manufacturer facility prior to transfer.
7. It is the responsibility of Director of Cultivation or other appropriate manager to ensure products are properly entered at each phase and continuously audited to ensure accuracy.
8. Package tags will be attached to all Finished Marijuana and Marijuana Products.
9. Tracking will occur using a Seed-to-sale methodology in a form and manner to be approved by the Commission.

11) References

935 CMR 500.000: Adult Use of Marijuana
M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed

DIVERSITY PLAN

Mainely Productions LLC ("Mainely Productions" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Mainely Productions a leader and champion of diversity, both in the Town of Uxbridge and throughout the broader Massachusetts cannabis industry.

Town Specific Demographics - According to U.S. Census reports, the Town of Uxbridge has a population of approximately 14,000. Uxbridge is 96.1% White, 1.7% Hispanic or Latino, and 1.9% Black or African American. Approximately 758 veterans live in the Town of Uxbridge.

Mainely Productions's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Diversity Goal One:
Achieve at least the following goals for our staffing needs from individuals from the following groups:

- Veterans - 10%
- People with Disabilities - 10%
- LGBTQ+ Individuals - 10%
- Women - 25%
- People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people - 20%

Programs to Achieve Diversity Goal One:

- Our DIVERSE WORKFORCE HIRE PROGRAM will ensure that our hiring practices seek to employ women, minorities, veterans, people with disabilities and LGBTQ+; and to provide promotions and advanced responsibility for these workers by promoting from within our company when at all possible. To this end, we will host job fairs in areas within 30 miles of our marijuana establishment at a location to be determined by Mainely Productions staff as needed and at least once per year. Additionally, we will post our hiring opportunities with appropriate organizations to be identified by Mainely Productions staff. We will hold job fairs and post hiring opportunities to online diversity job boards such as https://diversityjobs.com/ and https://www.pdnrecruits.com when we need to hire from outside the company.

Measurements and Metrics for Diversity Goal One:

- *Quantitative Metrics*: We will strive to achieve at least the goals listed above for our hiring needs. The personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups listed in the goal above that occupy positions within the company and that number shall be divided by Mainely Productions's total staffing at its Uxbridge facility to determine the percentage achieved.

Diversity Goal Two:
Implement training programs to assist all staff members in achieving promotions and promoting 75% of existing employees when promotions are available.

Programs to Achieve Diversity Goal Two:

- Our EMPLOYEE TRAINING, MENTOR AND PROMOTION PROGRAM will help (1) advance employee growth, from these diverse communities, by providing on-the-job next-level training targeted on helping employees gain the new skillsets needed to advance to new roles that provide greater responsibilities; (2) provide mentor matches with other employees and management to support employee efforts and advancement; and (3) generate ongoing feedback from our team members to constantly measure the effectiveness of our efforts. Advancement training will be ongoing. New skills development training will be formal quarterly training. Management trainee program training will be hosted twice yearly by Mainely Productions LLC with ongoing mentorship during the year for management trainees.

Measurements and Metrics for Diversity Goal Two:

- *Quantitative Metrics*: Mainely Productions's goal shall measure the number of employees who engage with the Employee Training, Mentor, and Promotion program as defined above, and divide that number by the total number of Mainely Productions employees to determine progress towards the Diversity Goal Two.

Mainely Productions acknowledges that it shall show progress or success of our plan at least annually as an express condition of renewal of its licensure, with the submission of a renewal application to be submitted no later than 60 days prior to the date of the anniversary of the issuance of provisional licensure, and every year thereafter.

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

Mainely Productions acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

1) Purpose:

Mainely Productions, LLC ("Mainely Productions"), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed personnel policies and procedures.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
(b) Hemp; or
(c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Close Associate means a Person who holds a relevant managerial, operational or financial interest in the business of an applicant or Licensee and, by virtue of that interest or power, is able to exercise a significant influence over the corporate governance of a Marijuana Establishment, an MTC or Independent Testing Laboratory licensed under 935 CMR 500.000. A Close Associate is deemed to be a Person or Entity Having Direct or Indirect Control.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Confidential Records means any electronic or written record required to be kept confidential or protected from disclosure by law, which includes, but is not limited to, Confidential Application Materials, Confidential Social Equity Application Materials, Confidential Investigatory Materials, and Protected Patient Records (as defined in 935 CMR 501.002: Protected Patient Records).

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana related business, except a Medical Marijuana Treatment Center (MTC).

Marijuana Establishment Agent means any Owner, employee, Executive, or volunteer of a Marijuana Establishment, who shall be 21 years of age or older. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of Marijuana.

Premises means any indoor or outdoor location over which a Marijuana Establishment or Independent Testing Laboratory or its agents may lawfully exert substantial supervision or control over entry or access to the property or the conduct of persons.

Responsible Vendor Training (RVT) Program means a mandatory program that provides training courses taught by a Responsible Vendor Trainer for Marijuana Establishment Agents in order to satisfy the minimum training hours required under 935 CMR 500.105(2).

3) Responsibilities:

This SOP applies to all personnel policies and procedures in the Marijuana Establishment. Mainely Productions management will update SOPs as needed per regulation or other mandates. This SOP will be reviewed at least annually.

4) Personnel Records

1. Personnel Records are maintained as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records.
2. Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with Mainely Productions and will include, at a minimum, the following:
    a. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    b. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    c. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

d. A copy of the application that Mainely Productions submitted to the Commission on behalf of any prospective Mainely Productions agent;
e. Documentation of periodic performance evaluations;
f. A record of any disciplinary action taken;
g. Notice of completed Responsible Vendor Training Program and in-house training for Mainely Productions Agents required under 935 CMR 500.105(2): Marijuana Establishment Agent Training;
h. Personnel policies and procedures, including, at a minimum, the following:
    i. Code of ethics;
    ii. Whistle-blower policy; and
    iii. A policy which notifies persons with disabilities of their rights under https://www.mass.gov/service-details/about-employment-rights or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations.
i. All background check reports obtained in accordance with 935 CMR 500.030: *Registration of Marijuana Establishment Agents*, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

3. Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team. Agent records will include, at minimum, the following security-related information:
    a. Results of initial background investigation, including CORI reports completed by Creative Services, Inc. (CSI) and reviewed by the Sales Manager
    b. Any offer letter from Mainely Productions to the new agent, including job title and supervision, produced dependent on the specific job and needs of Mainely Productions;
    c. Materials submitted to the Commission for agent registration purposes;
    d. Documentation of annual performance reviews;
    e. Dates of completion of all required initial and recurrent training; including a signed statement by the agent attending the training with the date/time/place the training was received, topics discussed, and the name/title of the presenter(s).
    f. Documentation of all security-related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

5) Key Staff

In the event of an incident or an emergency the following contacts should be notified:

Head of Cultivation: [Joseph Cimino] [617-455-7442]
Director of Security: [Michael Cimino] [617-519-5777]

6) Board Members and Executives

Manager and Real Property – Michael Cimino
Managing Partner – Gennaro Ruggiero

7) External Agencies / Departments

In the event of an incident or an emergency the following contacts may be notified:

Massachusetts Cannabis Control Commission:	617-701-8400
Massachusetts State Police:	508-820-2300
Uxbridge Fire Department:	508-278-7725
Uxbridge Health Department:	508-278-8600
Uxbridge Police Department:	508-278-7755
Uxbridge Town Hall:	508-278-3156

8) Agent and Physical Risk Reduction Measures

1. Agents suspected of diversion will be reported to local law enforcement authorities
2. Security checks are in place at the main entrance gate to ensure unauthorized individuals do not gain access to Mainely Productions facility.

9) Agent Background Checks

1. In addition to completing agent registration process, all agents hired to work for Mainely Productions will undergo a detailed background investigation prior to being granted access to Mainely Productions or beginning work duties.
2. Background checks will be performed to screen for the following, among others:
    a. Past criminal convictions;
    b. Past drug-related offenses;
    c. Professional licenses;
    d. Driver's license information;
    e. Docket search of state and federal criminal & civil actions;
    f. Bankruptcies, liens & judgments; and
    g. Healthcare licenses & sanctions.
3. As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
4. As a condition of their continued employment, agents are required to renew their registration cards and submit to other background screening as may be required by Mainely Productions or the Commission.

11) Agent Training

1. Mainely Productions will ensure that all agents complete training prior to performing job functions.
2. Training will be tailored to the roles and responsibilities of the job function of each agent, and at a minimum will include an annual Responsible Vendor Training Program.
3. Agents responsible for tracking and entering product into Metrc will receive training in a form and manner determined by the Commission.
4. At a minimum, staff will receive eight hours of on-going training annually.

11.1 Specific Training Requirements

Prior to being granted access to secure areas, including all areas containing marijuana products, agents will receive the following training prior to performing job functions:

1. New hire orientation
    a. Overview of Mainely Productions and employment policies and procedures as outlined in the Agent Handbook;
2. General security procedures relevant to all Mainely Productions agents;
3. Detailed security procedures relevant to the agents' job function;
4. Confidentiality
    a. Including Mainely Productions's policies and procedures such as security;
5. Recordkeeping requirements;
6. Customized training related to the agent's job function at the time of hire by the Manager or Supervisor;
7. All new employees involved in the handling and sale of Marijuana for adult use must successfully complete a Responsible Vendor Training Program within 90 days of hire.

12) Responsible Vendor Training

1. All current owners, managers and employees of Mainely Productions that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, will have attended and successfully completed a Responsible Vendor Training Program to be designated a "Responsible Vendor".
2. Mainely Productions Agents must first take the Basic Core Curriculum contained within RVT training.
3. On completing the Basic Core Curriculum, a Mainely Productions Agent is eligible to take the Advanced Core Curriculum.
4. Administrative employees who do not handle or sell marijuana may take the "Responsible Vendor" program on a voluntary basis.
5. Agents who serve as administrative employees and do not handle or sell marijuana are exempt from the four-hour RVT requirement but may take "a Responsible Vendor"

Training Program course on a voluntary basis as part of fulfilling the eight-hour total training requirement.

6. Mainely Productions will maintain records of Responsible Vendor Training Program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority on request during normal business hours.

13) Job Descriptions

13.1 Head of Cultivation

1. Cultivation Operations Management:
   - Oversee the day-to-day operations of the cannabis cultivation facility, ensuring compliance with regulatory standards and company policies.
   - Develop and implement cultivation strategies to maximize plant health, yield, and quality.
   - Monitor and maintain optimal environmental conditions such as lighting, temperature, humidity, and nutrient levels.
   - Implement and manage an integrated pest management program to minimize the risk of pests and diseases.
2. Team Leadership and Training:
   - Recruit, hire, train, and manage a team of skilled grow personnel.
   - Provide ongoing training and mentorship to the cultivation team, ensuring a high level of expertise and adherence to standard operating procedures.
   - Foster a positive and collaborative work environment that encourages teamwork, professional growth, and employee satisfaction.
3. Sales and Brand Relations:
   - Develop and maintain relationships with in-state and out-of-state cannabis brands for sales orders and collaborations.
   - Identify new sales opportunities and negotiate contracts with potential partners.
   - Collaborate with the marketing and sales teams to ensure effective promotion and distribution of products.
4. Compliance and Regulatory Affairs:
   - Stay up-to-date with local, state, and federal regulations pertaining to cannabis cultivation and ensure compliance at all times.
   - Implement and maintain robust inventory tracking systems to meet regulatory requirements.
   - Coordinate with regulatory agencies during inspections and audits.
5. Research and Development:
   - Stay informed about the latest trends and advancements in cannabis cultivation techniques, genetics, and industry best practices.

- Continuously evaluate and improve cultivation processes to optimize efficiency, productivity, and product quality.
- Conduct trials and experiments to test new strains, cultivation methods, and innovative technologies.

Qualifications:

- Bachelor's degree in horticulture, agriculture, or a related field (preferred).
- Minimum of 5 years of experience in cannabis cultivation, with at least 2 years in a supervisory or managerial role.
- In-depth knowledge of cannabis cultivation techniques, plant nutrition, pest management, and environmental control systems.
- Strong understanding of local and state regulations pertaining to cannabis cultivation.
- Proven leadership skills with the ability to build and motivate a high-performing team.
- Excellent communication and interpersonal skills to collaborate effectively with cross-functional teams and external partners.
- Ability to multitask, prioritize workloads, and adapt to a fast-paced and evolving industry.

13.2 Cultivation Technician

Key Responsibilities:

1. Perform regular tasks to maintain the health and vitality of cannabis plants, including watering, pruning, harvesting, and transplanting.
2. Monitor and adjust environmental conditions such as temperature, humidity, lighting, and CO2 levels to optimize plant growth and yield.
3. Execute plant nutrition feeding schedules according to established guidelines and ensure proper pest and disease control practices are implemented.
4. Operate and maintain cultivation equipment such as irrigation systems, lighting systems, environmental control systems, and nutrient mixing stations.
6. Maintain accurate records of all cultivation activities, including plant inventory, nutrient applications, and environmental conditions.
7. Assist with monitoring and maintaining the facility's cleanliness, organization, and sanitation standards, ensuring compliance with regulatory requirements.
8. Identify and troubleshoot plant health issues, pests, and diseases, applying appropriate corrective measures.
9. Stay up-to-date with industry developments, new cultivation techniques, and emerging technology to improve cultivation practices and overall product quality.
10. Comply with all state and local regulations regarding cannabis cultivation, ensuring compliance with security protocols, and maintaining confidentiality of sensitive information.

13.3 Sales Manager

The role will manage the sales team and accounts within a specific geographic territory. The Massachusetts Sales Manager will develop and execute the overall sales strategy to meet quarterly goals, while providing guidance and training to the team.

Previous cannabis industry experience is highly recommended and sales management experience is a must.

Responsibilities:

- Direct and coordinate activities involving sales of all cannabis products
- Manage sales team and sales support staff
- Set sales goals and conduct quarterly reviews
- Manage sales activity
- Manage day to day decisions of the sales team and be the go-to for the sales team to brainstorm and problem solve
- Utilize business analytics software to communicate or present information for business strategy decision making, and monitoring sales goals
- Manage CRM software
- Assist sales team in cultivating high level relationships in dispensaries
- Manage sales side of new product launches
- Provide sales training to the team on an individual and group level
- Facilitate weekly sales team meetings
- Lead weekly 1:1 meetings
- Liaison for sales team with other areas in the company around operational issues
- Work with production team to problem solve and expedite issues
- Resolve escalated customer complaints regarding sales and service

Job Requirements:

- Passion for Wana Brands and knowledge of the industry
- Strong ability to model and train teams using consultative selling methods.
- Persuasive sales ability, including ability to effectively position Wana products against competitors
- Ability to develop constructive and cooperative working relationships with internal and external partners, maintaining them over time.

- Clearly communicate information to supervisors, co-workers, and subordinates by telephone, in written form, e-mail, or in person.
- Persistence and positive attitude
- Attention to detail
- Excellent verbal and written communication skills
- Strong desire to provide exceptional customer service
- Ability to build relationships and rapport
- Flexible schedule and ability to work some weekends and evenings
- Travel Requirement of 50%

Supervisory Responsibility

This position has overall supervisory responsibility for the Sales Team.

13.4 Post-Harvest Manager

The ideal candidate will possess a thorough understanding of the post-harvest process, including drying, curing, trimming, and packaging of cannabis products. The Post-Harvest Supervisor will be responsible for overseeing a team of post-harvest technicians and ensuring that all processes are executed efficiently and in compliance with state regulations.

Responsibilities:

1. Supervise and direct the post-harvest team in all aspects of processing cannabis flower, trim, and concentrated products.
2. Manage the drying, curing, trimming, and packaging processes to ensure high-quality cannabis products.
4. Implement and enforce strict hygiene and sanitation protocols during post-harvest processes to prevent contamination.
5. Monitor inventory levels, track yields, and maintain accurate records of product weights and waste.
6. Train and mentor post-harvest technicians on techniques for maximizing product quality and minimizing waste.
8. Collaborate with other departments, such as cultivation, compliance, and inventory management, to coordinate seamless operations.
9. Ensure compliance with all applicable local, state, and federal laws and regulations regarding the post-harvest process.

10. Conduct regular quality checks on processed cannabis products to ensure consistency, potency, and compliance with internal standards.
11. Maintain a clean and organized post-harvest area, ensuring proper ventilation, lighting, and equipment functionality.

Requirements:
1. Proven experience as a Post-Harvest Supervisor or similar role in the cannabis industry.
2. Excellent knowledge of the post-harvest process and associated equipment used in drying, curing, trimming, and packaging.
3. Familiarity with local and state regulations related to the cannabis industry.
4. Strong organizational and leadership skills to effectively manage a team.
5. Ability to work under pressure, meet deadlines, and adapt to changing priorities in a fast-paced environment.
6. Attention to detail and commitment to maintaining product quality and compliance.
7. Excellent communication and interpersonal skills to effectively collaborate with other team members and departments.
8. Ability to maintain strict confidentiality and ensure security protocols are followed.
9. Flexibility to work evening or weekend shifts as needed.
10. Bachelor's degree in horticulture, agriculture, or a related field is preferred, but not required.

13.5 Post-Harvest Technician

- As a Post-Harvest Tech, you will be responsible for the physical harvest and associated plant transfer to the drying rooms, as well as trimming, quality control and packaging of final product. You will be responsible for batch inventory and any associated reconciliation; you will also ensure all inventory is up to standards set in place by Mainely Productions.
- **Duties and Responsibilities:**
  - Must confirm that there is a written plant weight on each tag.
  - Mark trimmer column with designated trimmer number.
  - Start removing large fan leaves using hands and discard them into the plant waste trash.
  - Begin removing branches and start trimming buds.
  - Manually trim marijuana plants using shears, scissors, hands, etc.
  - Responsible for maintaining quality product while reaching daily quotas.
  - Workspace/Material Maintenance
  - Responsible for maintaining the organization and cleanliness of the facility while performing trimmings.

- Responsible for ensuring the cleanliness of all staging areas.
- Regularly cleaning scissors using rubbing alcohol.
- Communication and Compliance
- Work with management to assure all steps are being taken to assure company compliance.
- Take instructions and follow direction as delegated by managers to complete weekly team quota.
- Set up workstation according to daily goals established by the Post Harvest Manager, such as trimming, weighing / packing, shucking, or harvesting
- Adhere to state and company policies at all times, following appropriate Standard Operating Procedure according to assigned task
- Verify quality control standards are being met throughout every phase of the production process
- Ensure production goals established by the Post Harvest Manager are being met
- Accurate record keeping abilities
- Close attention to detail - continuously maintaining accuracy and consistency
    - Ensure that all product is properly secured and stored
- Package plant material into proper containers with proper labeling to ensure compliance with state regulations
- Other duties as assigned including but not limited to harvesting, defoliation, shucking, trimming and post-harvest cleaning
- Uphold all standards and procedures pertaining to facility cleanliness, such as cleaning of supplies and workspaces
- Other duties as needed/required to meet goals

- Physical Requirements
    - Able to lift or push items weighing up to 50 pounds (22kg).
    - Able to stand or sit for extended periods of time.
    - Capable of frequent and repetitive hand movements. • Able to bend, squat, crouch, kneel, and walk intermittently throughout the day.

13.6 Facilities Manager

Job Overview:

As the Facility Manager, you will play a pivotal role in managing Mainely Productions physical assets, sanitation, irrigation systems, and equipment maintenance schedules. You will be responsible for ensuring a clean, safe, and well-maintained environment for the cultivation and production of high-quality cannabis products.

Key Responsibilities:

1. Building Maintenance and Repairs:

- Oversee all aspects of building maintenance, including electrical, plumbing, basic HVAC, and structural repairs.

- Perform or arrange for routine maintenance and repairs to ensure the facility's functionality and safety.

- Coordinate with contractors or service providers when necessary.

2. Sanitation and Hygiene:

- Implement and enforce strict sanitation protocols to prevent contamination and ensure a clean facility.

- Manage sanitation and ensure compliance with hygiene standards.

- Maintain cleanliness in cultivation, processing, and common areas.

3. Irrigation System Management:

- Monitor and maintain irrigation systems, ensuring proper water distribution to cannabis plants.

- Troubleshoot and repair irrigation equipment as needed.

- Collaborate with cultivation staff to optimize irrigation schedules.

4. Handyman Duties:

- Perform various handyman tasks, including carpentry, painting, and basic electrical or plumbing repairs.

- Address minor maintenance issues promptly to prevent disruptions in operations.

- Maintain tools and equipment in good working condition.

5. Compliance and Safety:

- Ensure compliance with all relevant cannabis regulations, health and safety standards, and building codes.

- Conduct safety inspections and implement corrective actions as necessary.

- Maintain safety data sheets (SDS) and provide safety training to staff.

6. Inventory and Supplies Management:

- Manage inventory of maintenance supplies, equipment, and spare parts.

- Procure necessary supplies and materials in a cost-effective manner.

13.7 Director of Security

Under the supervision of the Chief Executive Officer, the Director of Security is responsible for the development and overall management of the Security Policies and Procedures for Mainely Productions, while implementing, administering, and revising the policies as needed. In addition, the Director of Security will perform the following duties:

- Provide general training to Mainely Productions agents during new hire orientation or re-current trainings throughout the year;
- Provide training specific for Security Agents prior to the Security Agent commencing job functions;
- Review and approve incident reports and other reports written by Security Agents prior to submitting to the executive management team—follow up with security agent if needed;
- Maintain lists of agents authorized to access designated areas of Mainely Productions facility, including cash and product storage vaults, surveillance and network equipment room, and other highly sensitive areas of Mainely Productions facility;
- Lead a working group comprised of the Chief Executive Officer, Chief Operating Officer, and any other designated advisors to ensure the current policies and procedures are properly implemented, integrated, effective, and relevant to ensure the safety of Mainely Productions agents and assets;
- Ensure that all required background checks have been completed and documented prior to an agent performing job functions; ensure agent is granted appropriate level of access to the facility necessary to complete his/her job functions;
- Maintain all security-related records, incident reports and other reports written by security agents;
- Evaluate and determine the number of security agents assigned to each shift and proper shift change times; and
- Maintain frequent contact with local law enforcement authorities.

13.8 Inventory Manager

The Inventory Manager is responsible for inventory on a day-to-day basis as well as the weekly and monthly inventory counts and waste disposal requirements. The inventory manager will perform the comprehensive annual inventory in conjunction with the executive management team. Additional duties include, but are not limited to:

- Implementing inventory controls to track and account for all marijuana and marijuana products;
- Implementing procedures and notification policies for proper disposal;
- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning and ending inventory; and
- Proper storing, labeling, tracking, and reporting of inventory.

13.9 Inventory Associate

Inventory Associates support the Inventory Manager during day-to-day operations. Responsibilities include but are not limited to:

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in the [METRC
- Ensuring waste is properly stored, either in the Plant Trash Room or the General/Non-Plant Trash Room; and
- Coordinating waste disposal schedule and ensuring Mainely Productions's policies and procedures for waste disposal are adhered to.

14) Confidentiality

1. Information held by Mainely Productions is confidential and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided, however, that the Commission may access this information to carry out official duties.
2. Mainely Productions agents will receive confidentiality training during new hire orientation.

3. Any loss/alteration of records related to a customer will be reported to Commission, the protected party, and law enforcement as necessary.
4. METRC system, harbors the technology required to abide with regulatory standards and prevent theft.
5. Only a Tracking system approved by the Commission, in consultation with the DOR will be used.
6. The software comes equipped with multiple features to ensure security, theft protection, compliance, and prevents manipulation or alteration of sales data.
7. All hardware is managed and maintained internally.
8. Unlike cloud-based solutions where the licensee relies on the software vendor and cloud provider, the software provides added security as the system links to SSAE 16 certified server locations to ensure the highest level of security.
9. In the event of an automatic failure, the software also works with redundant routers to maintain business records and system functionality.
10. System authentication is encrypted via industry-standard SSL with the use of a server-based platform.

Mainely Productions will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Records of the monthly analysis will be maintained and produced upon request to the Commission. If it is determined 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:

1. Mainely Productions will immediately disclose the information to the Commission;
2. cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
3. take such other action directed by the Commission to comply with 935 CMR 500.105.

Mainely Productions complies with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements and adopt separate accounting practices for Marijuana and Marijuana Product sales, and non-Marijuana sales.

Mainely Productions will work with IT professionals to ensure computer software and other IT infrastructure is updated regularly. In addition, Mainely Productions's network servers will be protected by SSL and locked in a Limited Access Area under twenty-four (24) hour surveillance.

In the event a customer requests information via email, the email will be sent on secure servers, either individually or using BCC, and will not provide customer info or refer to adult-use marijuana in the subject line in order to protect the recipient's privacy.

15) Dismissal of Marijuana Establishment Agents

1. Mainely Productions asks that agents who resign give at least two (2) weeks' notice of intention to leave their job and submit written notice stating reasons for resigning and the effective date.
2. Mainely Productions reserves the right to immediately dismiss an agent who resigns; however, the agent will be paid during the notice period.
3. An exit interview will be scheduled on or near the final day of employment.
4. Health insurance plans continue through the end of the month in which the agent works their last day, provided they have paid contributions for that month.
5. Under federal law, resigning agents are entitled to participate in Mainely Productions's group health plan at their own expense for at least eighteen (18) months.
6. Mainely Productions will issue a final paycheck, including payment for any unused PTO, on the next regular payday after resignation.
7. Mainely Productions will notify the Commission no more than one (1) business day after the agent's employment concludes via a submitted surrender application in the MassCIP.
8. Immediate termination of employment will occur if an agent is found to have diverted marijuana (law enforcement and Commission will be notified) or engaged in unsafe practices with regard to Mainely Productions's standard operating procedures (Commission will be notified); or been convicted or entered a guilty plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
9. Agents who are terminated will receive a final paycheck, which includes any accrued PTO, at the time of termination.

16) Exit Interview

1. Agents who resign from Mainely Productions are asked to complete an exit interview with their manager or a member of the executive management team.
2. The purpose of the exit interview is to give agents the opportunity to explain what they liked and disliked about working at Mainely Productions and to gather suggestions for how Mainely Productions can improve policies and practices.
3. Exit interviews are designed and intended to be constructive for both Mainely Productions and agents.

4. As a result, Mainely Productions does not share information or discriminate against agents who voluntarily share their opinions during exit interviews.

17) References

M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed
935 CMR 500.000: Adult-Use of Marijuana Regulations

1) Purpose:

Mainely Productions, LLC ("Mainely Productions"), a Marijuana Establishment in the Commonwealth of Massachusetts, has prepared and developed policies and procedures to provide for the safe and orderly energy, efficiency, and conservation of the marijuana establishment.

2) Definitions:

Cannabis or Marijuana means all parts of any plant of the genus Cannabis, not excepted in 935 CMR 500.002: Cannabis or Marijuana(a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; Clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that Cannabis shall not include:

(a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
(b) Hemp; or
(c) the weight of any other ingredient combined with Cannabis or Marijuana to prepare topical or oral administrations, food, drink or other products.

Commission means the Massachusetts Cannabis Control Commission as established by M.G.L. c. 10, § 76, or its representatives. The Commission has authority to implement the state Marijuana laws which include, but are not limited to, St. 2016, c. 334, The Regulation and Taxation of Marijuana Act, as amended by St. 2017, c. 55, An Act to Ensure Safe Access to Marijuana; M.G.L. 10, § 76, M.G.L. c. 94G; M.G.L. c. 94I; 935 CMR 500.000 and 935 CMR 501.000: Medical Use of Marijuana.

Marijuana Establishment means a Marijuana Cultivator (Indoor or Outdoor), Craft Marijuana Cooperative, Marijuana Product Manufacturer, Marijuana Microbusiness, Independent Testing Laboratory, Marijuana Retailer, Marijuana Transporter, Delivery-only Licensee, Marijuana Research Facility, Social Consumption Establishment or any other type of licensed Marijuana-related business, except a Medical Marijuana Treatment Center (MTC).

3) Responsibilities:

This SOP applies to all energy efficiency and conservation policies in the Marijuana Establishment. Mainely Productions management will update SOP's as needed per regulation or other mandates. This SOP will be reviewed at least yearly.

1. Mainely Productions will demonstrate consideration of the following factors:
    a. Identification of potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
    b. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
    c. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage); and
    d. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. To the extent updates are required to the information provided for initial licensure, Mainely Productions will submit an updated energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation, together with a renewal application.

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

4. Each license renewal application will include a report of Mainely Productions's energy and water usage over the twelve-month period prior to the date of application.

4) Energy Efficiency and Conservation

1. Mainely Productions has identified potential energy use reduction opportunities such as natural lighting and energy efficiency measures and a plan for implementation of such opportunities. Our facility has been fully designed with features including entire facility built with PermaTherm insulated metal panels (IMPs), high-efficiency Trane heating and cooling split system, high efficiency Quest dehumidifiers, state-of-the-art

LED lighting in entire facility including grow rooms, motion activated common area lighting

2. To further demonstrate Mainely Productions's compliance with the energy efficiency and conservation regulations, a letter prepared by Michael Peterson of Frank Zaino & Associates, Inc., a Massachusetts Licensed Professional Engineer and supporting documentation is attached.

3. Mainely Productions has considered opportunities for renewable energy generation. Our team is dedicated to consistently striving for sustainability and emissions reduction. Due to the fact that Mainely Productions does not own it's building and is a lessee, renewable energy options are limited. However, the landlord does have a full solar panel array installed on the roof our building.

4. Mainely Productions is pursuing the following strategies to reduce electric demand. Programs may include lighting schedules, active load management and energy storage programs: motion activated lighting, lighting schedules

5. Mainely Productions is working with Hawthorne Gardening Company to create an energy efficient lighting plan and is exclusively using high efficiency and low draw Luxx 645w LED Pro horticultural lighting.

6. Mainely Productions plans on engaging with the energy efficiency program offered by the RISE Engineering and the Uxbridge Community Electricty program offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

5) Energy Efficiency and Equipment Standards

1. Mainely Productions will satisfy minimum energy efficiency and equipment standards established by the Cannabis Control Commission (the "Commission") and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wasterwater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control as a condition of obtaining a final license under 935 CMR 500.103(2) prior to obtaining a final license under 935 CMR 500.103(2).
2. Mainely Productions will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), or applicable departments and divisions of the Executive Office of Energy and Environmental Affairs to reduce energy and water

usage, engage in energy conservation and mitigate other environmental impacts, and will provide energy and water usage reporting to the Commission in a form determined by the Commission.

3. Each license renewal application under 935 CMR 500.103(4) will include a report of Mainely Productions's energy and water usage over the twelve-month period prior to the date of application.

6) Building Code Requirements

1. Mainely Productions's cultivation facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*.

7) Lighting

1. Mainely Productions's Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, but for Tier 1 and Tier 2 a requirement of 50 watts per gross square foot of active canopy or growing unless otherwise determined in guidelines issued by the Commission.

2. Where Horticultural Lighting Equipment (HLE) means any lighting equipment (e.g., fixtures, bulbs, ballasts, controls, etc.) that uses energy for the cultivation of plants, at any stage of growth (e.g., germination, cloning/Mother Plants, Propagation, Vegetation, Flowering, and harvest). Horticulture Lighting Square Footage (HLSF) means Canopy. Mainely Productions's HLSF is 5,242 square feet. Whereas, Lighting Power Density (HLPD) means a measure of total watts of Horticultural Lighting Equipment per total Horticulture Lighting Square Footage, (HLE / HLSF = HLPD) expressed as number of watts per square foot, Mainely Productions's HLPD is 36.5

3. All horticultural lighting used in Mainely Productions is listed on the current Design Lights Consortium Solid-state Horticultural Lighting Qualified Products List ("Horticultural QPL") or on similar lists approved by the Commission on the date on the license application, and lighting Photosynthetic Photon Efficacy (PPE) is at least 15% above the minimum Horticultural QPL threshold rounded up to the nearest 0.1 µmol/J (micromoles per joule).

4. If Mainely Productions is looking to use horticultural lighting that is not listed on the Horticultural QPL or other list approved by the Commission, Mainely Productions will seek a waiver which complies with 935 CMR 500.850 and will provide documentation of the third-party certification [by an OSHA NRTL or SCC-recognized body, which has to certify that products meet a set of safety requirements and standards deemed applicable to horticultural lighting products by that safety organization

8) HVAC

1. Mainely Productions's Heating Ventilation and Air Condition (HVAC) and dehumidification systems meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).
2. Mainely Productions will provide a certification from a Massachusetts Licensed Mechanical Engineer that the HVAC and dehumidification systems meet Massachusetts building code as specified in this 935 CMR 500.120(11)(c) and that these systems have been evaluated and sized for the anticipated loads of the facility.

9) Safety Protocols

1. Mainely Productions has established and documented safety protocols to protect workers and consumers (*e.g.*, eye protection near operating grow light), as further described in the Workplace Safety Plan.
2. Mainely Productions will document renewable or alternative energy credits that represent a portion of the energy usage not generated onside, has been purchased and retired yearly.
3. Before final licensure Mainely Productions will demonstrate compliance with 935 CMR 500.120(11), by submitting an energy compliance letter prepared by a Massachusetts Licensed Professional Engineer or Massachusetts Licensed Registered Architect with supporting documentation and submission of building plans under 935 CMR 500.100.
4. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b).
5. Mainely Productions will regularly check for such guidelines and continue to follow the Commission's standards.

10) References

935 CMR 500.000: Adult Use of Marijuana
M.G.L. c. 94G: Regulation of the Use and Distribution of Marijuana Not Medically Prescribed
Energy and Environment Compiled Guidance
Checklist for Energy Compliance

DIVERSITY PLAN

Mainely Productions LLC ("Mainely Productions" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make Mainely Productions a leader and champion of diversity, both in the Town of Uxbridge and throughout the broader Massachusetts cannabis industry.

Town Specific Demographics - According to U.S. Census reports, the Town of Uxbridge has a population of approximately 14,000. Uxbridge is 96.1% White, 1.7% Hispanic or Latino, and 1.9% Black or African American. Approximately 758 veterans live in the Town of Uxbridge.

Mainely Productions's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Diversity Goal One:
Achieve at least the following goals for our staffing needs from individuals from the following groups:

- Veterans - 10%
- People with Disabilities - 10%
- LGBTQ+ Individuals - 10%
- Women - 25%
- People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people - 20%

Programs to Achieve Diversity Goal One:

- Our DIVERSE WORKFORCE HIRE PROGRAM will ensure that our hiring practices seek to employ women, minorities, veterans, people with disabilities and LGBTQ+; and to provide promotions and advanced responsibility for these workers by promoting from within our company when at all possible. To this end, we will host job fairs in areas within 30 miles of our marijuana establishment at a location to be determined by Mainely Productions staff as needed and at least once per year. Additionally, we will post our hiring opportunities with appropriate organizations to be identified by Mainely Productions staff. We will hold job fairs and post hiring opportunities to online diversity job boards such as https://diversityjobs.com/ and https://www.pdnrecruits.com when we need to hire from outside the company.

Measurements and Metrics for Diversity Goal One:

- *Quantitative Metrics*: We will strive to achieve at least the goals listed above for our hiring needs. The personnel files shall be evaluated on an annual basis to determine how many employees are members of the groups listed in the goal above that occupy positions within the company and that number shall be divided by Mainely Productions's total staffing at its Uxbridge facility to determine the percentage achieved.

Diversity Goal Two:
Implement training programs to assist all staff members in achieving promotions and promoting 75% of existing employees when promotions are available.

Programs to Achieve Diversity Goal Two:

- Our EMPLOYEE TRAINING, MENTOR AND PROMOTION PROGRAM will help (1) advance employee growth, from these diverse communities, specifically Veterans, People with Disabilities, LGBTQ+, Women, and People of color, particularly Black, African American, Hispanic, Latinx, and Indigenous people, by providing on-the-job next-level training targeted on helping employees gain the new skillsets needed to advance to new roles that provide greater responsibilities; (2) provide mentor matches with other employees and management to support employee efforts and advancement; and (3) generate ongoing feedback from our team members to constantly measure the effectiveness of our efforts. Advancement training will be ongoing. New skills development training will be formal quarterly training. Management trainee program training will be hosted twice yearly by Mainely Productions LLC with ongoing mentorship during the year for management trainees.

Measurements and Metrics for Diversity Goal Two:

- *Quantitative Metrics*: Mainely Productions's goal shall measure the number of employees who engage with the Employee Training, Mentor, and Promotion program as defined above, and divide that number by the total number of Mainely Productions employees to determine progress towards the Diversity Goal Two.

Mainely Productions acknowledges that it shall show progress or success of our plan at least annually as an express condition of renewal of its licensure, with the submission of a renewal application to be submitted no later than 60 days prior to the date of the anniversary of the issuance of provisional licensure, and every year thereafter.

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

Mainely Productions acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.