



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR284511  
Original Issued Date: 05/16/2022  
Issued Date: 05/16/2022  
Expiration Date: 05/16/2023

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: The Heirloom Collective, Inc.

Phone Number: 617-852-7044 Email Address: jcounihan@prismventure.com

Business Address 1: 38 Arbor Way

Business Address 2:

Business City: North Easton Business State: MA

Business Zip Code: 02356

Mailing Address 1: 38 Arbor Way

Mailing Address 2:

Mailing City: North Easton Mailing State: MA

Mailing Zip Code: 02356

### 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: The Heirloom Collective, Inc.

Department of Public Health RMD Registration Number: RMD825

Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

#### Person with Direct or Indirect Authority 1

Percentage Of Ownership: 5 Percentage Of Control: 33  
Role: Executive / Officer Other Role:  
First Name: James Last Name: Counihan Suffix:



Entity Mailing City: North Easton    Entity Mailing State: MA    Entity Mailing Zip Code: 02356

Relationship Description: Holding Company

Entity with Direct or Indirect Authority 2

Percentage of Control: 20    Percentage of Ownership:

Entity Legal Name: C. A. N. Investments, LLC    Entity DBA:    DBA City:

Entity Description: Equity Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 201-417-1276    Entity Email:    Entity Website:  
neville.orsmond@thomasandthomas.com

Entity Address 1: 627 Barton Road    Entity Address 2:

Entity City: Greenfield    Entity State: MA    Entity Zip Code: 01301

Entity Mailing Address 1: 627 Barton Road    Entity Mailing Address 2:

Entity Mailing City: Greenfield    Entity Mailing State: MA    Entity Mailing Zip Code:  
01301

**Relationship Description:** C.A.N. Investments, LLC a Massachusetts Liability Company, is the owner of 20,000 Class A Units of THC Holding-Such units represent ownership equal to twenty percent (20%) of THC Holding. C.A.N Investments has three members each of whom own equal thirds of C.A.N. Investment's membership interest.

Entity with Direct or Indirect Authority 3

Percentage of Control: 15    Percentage of Ownership:

Entity Legal Name: Clear Power, LLC    Entity DBA:    DBA City:

Entity Description: Equity Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 970-360-2319    Entity Email: pc@theheirloomcollective.us    Entity Website:

Entity Address 1: 1 Granite Road    Entity Address 2:

Entity City: Medfield    Entity State: MA    Entity Zip Code: 02025

Entity Mailing Address 1: 1 Granite Road    Entity Mailing Address 2:

Entity Mailing City: Medfield    Entity Mailing State: MA    Entity Mailing Zip Code:  
02025

**Relationship Description:** Clear Power, LLC a Massachusetts Limited Liability Company is the owner of 15,000 Class A Units of THC Holding - such units represent ownership equal to fifteen percent of THC Holding. Clear Power has one member, Patrick Cloney.

Entity with Direct or Indirect Authority 4

Percentage of Control: 14    Percentage of Ownership:

Entity Legal Name: Future Enterprise, LLC    Entity DBA:    DBA City:

Entity Description: Equity Holding Company

Foreign Subsidiary Narrative:

Entity Phone: 413-522-3340    Entity Email:    Entity Website:  
marcus.stetson@theheirloomcollective.us

Entity Address 1: 136 Silvio O'Conte Drive    Entity Address 2:

Entity City: Greenfield    Entity State: MA    Entity Zip Code: 01301

Entity Mailing Address 1: 136 Silvio O'Conte Drive    Entity Mailing Address 2:

Entity Mailing City: Greenfield	Entity Mailing State: MA	Entity Mailing Zip Code: 01301
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**Relationship Description:** Future Enterprise, LLC a Massachusetts Limited Liability Company is the owner of 14,000 Class A Units of TCH Holding - such units present ownership equal to fourteen percent (14%) of THC Holding. Future Enterprise, LLC has one member, Marcus Stetson.

**CLOSE ASSOCIATES AND MEMBERS**

No records found

**CAPITAL RESOURCES - INDIVIDUALS**

No records found

**CAPITAL RESOURCES - ENTITIES**

Entity Contributing Capital 1

Entity Legal Name: The Heirloom Collective, Inc.		Entity DBA:	
Email: jcounihan@prismventure.com	Phone: 617-852-7044		
Address 1: 38 Arbor Way		Address 2:	
City: North Easton	State: MA	Zip Code: 02356	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of Capital Provided: \$1741846	Percentage of Initial Capital: 100
Capital Attestation: Yes			

**BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES**

No records found

**DISCLOSURE OF INDIVIDUAL INTERESTS**

Individual 1

First Name: James	Last Name: Counihan	Suffix:
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Other	
Marijuana Establishment City: Bernardston and Hadley	Marijuana Establishment State: MA	

Individual 2

First Name: Christopher	Last Name: Brown	Suffix:
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Other	
Marijuana Establishment City: Bernardston and Hadley	Marijuana Establishment State: MA	

Individual 3

First Name: Timothy	Last Name: Van Epps	Suffix:
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Other	
Marijuana Establishment City: Bernardston and Hadley	Marijuana Establishment State: MA	

Individual 4

First Name: Patrick	Last Name: Cloney	Suffix:
Marijuana Establishment Name: The Heirloom Collective, Inc.	Business Type: Other	
Marijuana Establishment City: Bernardston and Hadley	Marijuana Establishment State: MA	

Individual 5

First Name: Marcus	Last Name: Stetson	Suffix:
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Marijuana Establishment Name: The Heirloom Collective, Inc. Business Type: Other  
Marijuana Establishment City: Bernardston and Hadley Marijuana Establishment State: MA

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 87 Northfield Road

Establishment Address 2:

Establishment City: Bernardston Establishment Zip Code: 01337

Approximate square footage of the establishment: 2000 How many abutters does this property have?: 17

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA CERT.pdf	pdf	61f9ed6bdc96b108e5518f2e	02/01/2022
Community Outreach Meeting Documentation	COM FORM.pdf	pdf	61f9f135ea0b000858e89f80	02/01/2022
Plan to Remain Compliant with Local Zoning	THC Plan to Remain Compliant with Local Zoning 2022.pdf	pdf	61f9f44125efbc0893010901	02/01/2022

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	THC Plan for Positive Impact_V2.1.pdf	pdf	61f9f570dc96b108e5518f34	02/01/2022

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Director Other Role:  
First Name: Christopher Last Name: Brown Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer Other Role:  
First Name: James Last Name: Counihan Suffix:

RMD Association: RMD Owner

Background Question: yes

Individual Background Information 3

**Role:** Executive / Officer      **Other Role:**  
**First Name:** Timothy      **Last Name:** Van Epps      **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

#### Individual Background Information 4

**Role:** Owner / Partner      **Other Role:**  
**First Name:** Patrick      **Last Name:** Cloney      **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** yes

#### Individual Background Information 5

**Role:** Manager      **Other Role:**  
**First Name:** Marcus      **Last Name:** Stetson      **Suffix:**  
**RMD Association:** RMD Owner  
**Background Question:** no

#### ENTITY BACKGROUND CHECK INFORMATION

##### Entity Background Check Information 1

**Role:** Parent Company      **Other Role:**  
**Entity Legal Name:** THC Holding, LLC.      **Entity DBA:**  
**Entity Description:** Parent Company  
**Phone:** 617-852-7044      **Email:** jcounihan@prismventure.com  
**Primary Business Address 1:** 38 Arbor Way      **Primary Business Address 2:**  
**Primary Business City:** North Easton      **Primary Business State:** MA      **Principal Business Zip Code:** 02356  
**Additional Information:**

##### Entity Background Check Information 2

**Role:** Other (specify)      **Other Role:** Equity Holding Company  
**Entity Legal Name:** C. A. N. Investments, LLC      **Entity DBA:**  
**Entity Description:** Equity Holding Company  
**Phone:** 201-417-1276      **Email:** neville.orsmond@thomasandthomas.com  
**Primary Business Address 1:** 627 Barton Road      **Primary Business Address 2:**  
**Primary Business City:** Greenfield      **Primary Business State:** MA      **Principal Business Zip Code:** 01301  
**Additional Information:** C.A.N. Investments, LLC a Massachusetts Liability Company, is the owner of 20,000 Class A Units of THC Holding-Such units represent ownership equal to twenty percent (20%) of THC Holding. C.A.N Investments has three members each of whom own equal thirds of C.A.N. Investment's membership interest.

##### Entity Background Check Information 3

**Role:** Other (specify)      **Other Role:** Equity Holding Company  
**Entity Legal Name:** Clear Power, LLC      **Entity DBA:**  
**Entity Description:** Equity Holding Company  
**Phone:** 978-360-2319      **Email:** pc@theheirloomcollective.us  
**Primary Business Address 1:** Granite Road      **Primary Business Address 2:**  
**Primary Business City:** Medfield      **Primary Business State:** MA      **Principal Business Zip Code:** 02025

**Additional Information:** Clear Power, LLC a Massachusetts Limited Liability Company is the owner of 15,000 Class A Units of THC Holding - such units represent ownership equal to fifteen percent of THC Holding. Clear Power has one member, Patrick Cloney.

#### Entity Background Check Information 4

**Role:** Other (specify) **Other Role:** Equity Holding Company

**Entity Legal Name:** Future Enterprise, LLC **Entity DBA:**

**Entity Description:** Equity Holding Company

**Phone:** 413-522-3340 **Email:** marcus.stetson@theheirloomcollective.us

**Primary Business Address 1:** 136 Silvio O'Conte Drive **Primary Business Address 2:**

**Primary Business City:** Greenfield **Primary Business State:** MA **Principal Business Zip Code:** 01301

**Additional Information:** Future Enterprise, LLC a Massachusetts Limited Liability Company is the owner of 14,000 Class A Units of TCH Holding - such units present ownership equal to fourteen percent (14%) of THC Holding. Future Enterprise, LLC has one member, Marcus Stetson.

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Entity Conversion.pdf	pdf	61f9fab9ea5b88086e7702ca	02/01/2022
Secretary of Commonwealth - Certificate of Good Standing	SoS Cert of GS.pdf	pdf	61f9fae75099080851f36c59	02/01/2022
Articles of Organization	THC Change of Supplemental Information.pdf	pdf	61f9fbc0d3dbc608cffa5f2b	02/01/2022
Department of Revenue - Certificate of Good standing	Certificate of Good Standing DUA 1-11-22.pdf	pdf	61f9fcffa828d708f05108f2	02/01/2022
Department of Revenue - Certificate of Good standing	DoR Cert of GS.pdf	pdf	61f9fd0cd04772090d5a31c9	02/01/2022
Bylaws	THC Bylaws.pdf	pdf	61f9fea7dc96b108e5518f4e	02/01/2022

No documents uploaded

**Massachusetts Business Identification Number:** 001177989

**Doing-Business-As Name:**

**DBA Registration City:**

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	BP_9_18.pdf	pdf	61fa019d8dbcc3090663c625	02/01/2022
Business Plan	BP_1_8.pdf	pdf	61fa01a17c2bdd089a1f4705	02/01/2022
Plan for Liability Insurance	Insurance Plan.pdf	pdf	61fa020eea0b000858e89f96	02/01/2022
Proposed Timeline	THC Retail Timeline.pdf	pdf	61fa056f8dbcc3090663c62d	02/01/2022

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Efficiency.pdf	pdf	61fa03495099080851f36c63	02/01/2022
Inventory procedures	Inventory SOP.pdf	pdf	61fa034ad3dbc608cffa5f37	02/01/2022
Restricting Access to age 21 and older	Limiting Access to Age 21 and Older SOP.pdf	pdf	61fa034ce95b8c0888815d68	02/01/2022
Dispensing procedures	Dispensing SOP.pdf	pdf	61fa034e7c2bdd089a1f470b	02/01/2022
Maintaining of financial records	Maintenance of Financial Records SOP.pdf	pdf	61fa0351dc96b108e5518f52	02/01/2022
Plan for obtaining marijuana or marijuana products	Plan to obtain marijuana.pdf	pdf	61fa0387d04772090d5a31d3	02/01/2022
Prevention of diversion	Prevention of Diversion.pdf	pdf	61fa0388ea0b000858e89f9c	02/01/2022
Qualifications and training	Qualifications and Training SOP.pdf	pdf	61fa038935cb3e08f721e025	02/01/2022
Quality control and testing	QC and Product Testing.pdf	pdf	61fa038b25efbc089301091b	02/01/2022
Separating recreational from medical operations, if applicable	Plan for Separating Recreational from Medical Operations.pdf	pdf	61fa038c71cb79087958f9ec	02/01/2022
Record Keeping procedures	Record Keeping SOP.pdf	pdf	61fa03bde95b8c0888815d6c	02/01/2022
Storage of marijuana	Storage of Marijuana SOP.pdf	pdf	61fa03be8dbcc3090663c629	02/01/2022
Personnel policies including background checks	THC Personnel Policies.pdf	pdf	61fa03c07c2bdd089a1f470f	02/01/2022
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	61fa03c1dc96b108e5518f56	02/01/2022
Security plan	Security Plan rev1.pdf	pdf	61fa03c3a828d708f05108fe	02/01/2022
Diversity plan	THC Diversity Plan_v3.0.pdf	pdf	621e7dde17ef97077a765d32	03/01/2022

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

Notification:

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

I certify that to the best knowledge of any of the individuals listed within this application, there are no background events that have arisen since

the issuance of the establishment's final license that would raise suitability issues in accordance with 935 CMR 500.801.:

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

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

# Host Community Agreement Certification Form

## Instructions

Certification of a host community agreement is a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). Applicants must complete items 1-3. The contracting authority for the municipality must complete items 4-8. Failure to complete a section will result in the application not being deemed complete. This form should be completed and uploaded into your application. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

## Certification

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

1. Name of applicant:

The Heirloom Collective, Inc.

2. Name of applicant’s authorized representative:

James Counihan

3. Signature of applicant’s authorized representative:

*James Counihan*

4. Name of municipality:

Bernardston

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

Select Board - Bob Raymond, Chair. Lou Bordeaux, Town Coordinator



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

Louis Bordini TOWN COORDINATOR

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

bos@townofbernardston.org

8. Host community agreement execution date:

1/3/22





# Community Outreach Meeting Attestation Form

## Instructions

Community Outreach Meeting(s) are a requirement of the application to become a Marijuana Establishment (ME) and Medical Marijuana Treatment Center (MTC). 935 CMR 500.101(1), 500.101(2), 501.101(1), and 501.101(2). The applicant must complete each section of this form and attach all required documents as a single PDF document before uploading it into the application. If your application is for a license that will be located at more than one (1) location, and in different municipalities, applicants must complete two (2) attestation forms – one for each municipality. Failure to complete a section will result in the application not being deemed complete. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(2) and 501.400(2).

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).





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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:

*James Counihan*





# Attachment A

## Soup

FROM B3

texture for the finished dish.

For the version in our book, "Milk Street Tuesday Nights," which limits recipes to 45 minutes or less, we opted to use butter-nut squash instead of tomatoes. The squash adds a pleasing sweetness and pairs nicely with the seasonings, transforming the dish into a hearty meal for fall or winter.

Avocado and queso fresco contribute a creaminess that goes nicely with the toothsome pasta, and cilantro and lime juice balance the nuttiness of the pasta. Though this recipe uses chicken broth, switching to vegetable will make it vegetarian — and just as good.

## Sopa Seca with Butternut Squash

**Ingredients:**  
4 tablespoons extra-virgin olive oil, divided  
12 ounces angel hair pasta, broken into 1-inch pieces  
2 pounds butternut squash, peeled, seeded, cut into 1/2-inch pieces (4 cups)  
Kosher salt and ground black pepper  
1 medium yellow onion, finely chopped  
1 bunch cilantro, tender leaves finely chopped, and kept separate  
4 garlic cloves, minced  
1 1/2 teaspoons ground cumin  
1 1/2 teaspoons sweet paprika  
1/4 teaspoon ground cinnamon  
5 cups low-sodium chicken broth  
3 tablespoons lime juice

(2 to 3 times)  
4 ounces queso fresco cheese, crumbled, to serve  
1 avocado, pitted, peeled and diced, to serve  
5 scallions, thinly sliced, to serve

In a large Dutch oven over medium heat, 2 tablespoons of the oil until shimmering. Add the pasta and cook, stirring, until golden, about five minutes. Transfer to a paper towel-lined plate and set aside. Wipe out the pot.

In a medium bowl, toss the squash with the remaining 2 tablespoons oil, 2 teaspoons salt and 1/2 teaspoon pepper. Return the Dutch oven to medium-high heat and add the squash. Cook, stirring occasionally, until the squash begins to brown and is almost tender, about four minutes. Add the onion, 1 teaspoon salt and 1 tea-

spoon pepper, and cook, stirring occasionally, until the onion has softened, about five minutes.

Add the cilantro stems, garlic, cumin, paprika and cinnamon. Cook, stirring, until fragrant, about one minute. Add the toasted pasta and broth, then bring to a simmer. Cover, reduce the heat to medium and cook until the pasta is al dente and has absorbed most of the liquid, about seven minutes.

Stir in the lime juice and half of the cilantro leaves. Taste and season with salt and pepper. Ladle into bowls and serve topped with the remaining cilantro leaves, avocado, queso fresco and scallions. Makes four servings.

For more recipes, go to Christopher Kimball's Milk Street at 177milkstreet.com/ap.

# LEGAL NOTICES



## Legals

### NOTICE OF PUBLIC HEARING CITY OF GREENFIELD, MASSACHUSETTS

Notice is hereby given that the Greenfield Planning Board will hold a public hearing on Thursday, January 20, 2022 at 6:00 p.m. via Webex, on the application of Douglas P. Arey for property located at 128 Conway Street (Assessor's Tax Map 70, Lot 17), which is located in the Urban Residential (RA) Zoning District for a special permit pursuant to Sections 200-4.4(C20); 200-6.1(C); 200-7.18; 200-8.3; and 200-8.4 of the Zoning Ordinance, in order to allow the conversion of an existing carriage house structure into a detached Accessory Dwelling Unit at this location. To access the Webex meeting, use the following link:

<https://greenfieldma.my.webex.com/greenfieldma.my/j.php?MTID=mc98ff884077ef3af27218eacb4e2e4b4>  
Meeting number (access code): 2632 127 5620  
Join by phone: +1-408-418-9388 United States Toll  
Password: VDg6PhBKg22

All interested persons should attend the hearing.

Planning Board  
Charles Roberts  
Chairman

300688

January 5, 12

## Legals

### LEGAL NOTICE MORTGAGEE'S SALE OF REAL ESTATE

By virtue of and in execution of the Power of Sale contained in a certain mortgage given by Raymond P. Theriault and Evelyn M. Theriault to Bank of America, N.A. dated October 11, 2007 and recorded in Worcester County (Worcester District) Registry of Deeds in Book 41983, Page 57 (the "Mortgage") of which mortgage Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee for BCAT 2020-3TT is the present holder by Assignment from Bank of America, N.A. to Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee for BCAT 2018-20TT dated March 6, 2020 and recorded at said Registry of Deeds in Book 62096, Page 384, and Assignment from Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee for BCAT 2018-20TT to Wilmington Savings Fund Society, FSB, not in its individual capacity but solely as Trustee for BCAT 2020-3TT dated December 23, 2020 and recorded at said Registry of Deeds in Book 64202, Page 84, for breach of conditions of said mortgage and for the purpose of foreclosing the same, the

## Legals

Commonwealth of  
Massachusetts  
The Trial Court  
Probate and Family Court  
Franklin Probate and  
Family Court  
43 Hope Street  
Greenfield, MA 01301  
(413) 774-7011

### CITATION ON PETITION TO CHANGE NAME

Docket No. FR22C0002CA

In the matter of: Riana Crystal Heddens

A Petition to Change Name of Adult has been filed by Riana Crystal Heddens of Charlemon, MA

requesting that the court enter a Decree changing their name to: Riana Crystal Pizzi

### IMPORTANT NOTICE

Any person may appear for purposes of objecting to the petition by filing an appearance at: Franklin Probate and Family Court before 10:00 a.m. on the return day of 02/03/2022. This is NOT a hearing date, but a deadline by which you must file a written appearance if you object to this proceeding. WITNESS, Hon. Kathleen A. Sandman, First Justice of this Court.

Date: January 06, 2022

John F. Merrigan,  
Register of Probate  
January 12

302178

## Legals

Commonwealth of  
Massachusetts  
The Trial Court  
Probate and Family Court  
Franklin Probate and  
Family Court  
43 Hope Street  
Greenfield, MA 01301

## Legals

### Legal Notice:

The Heirloom Collective will be hosting a Community Outreach Meeting for an Adult Use Marijuana Retail facility on January 27, 2022 at 8:00 PM at The Inn at Crumplin' Fox (71 Northfield Road Bernardston) to discuss the proposed project. The Heirloom Collective intends to apply for a license to operate

as an Adult Use Marijuana Retailer to be located at 87 Northfield Road, Bernardston, in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.000 et seq. Topics to be discussed will include, but not be limited to: What steps will be taken by the establishment to prevent diversion to minors, how will the applicant ensure that the location will not constitute a nuisance to the community as defined by law, how will the establishment positively impact the community, and what are the details of the Host Community Agreement. Interested members of the community are encouraged to ask questions and receive answers from The Heirloom Collective representatives about the proposed facility and operations. NOTE: Community outreach meetings are required by the state prior to applying for a recreational marijuana license. These meetings are not hosted by the Town of Bernardston, the Police Department or any Board or Committee associated with the Town.

301850

## Legals

January 12



## Attachment B

### Legal Notice:

The Heirloom Collective will be hosting a Community Outreach Meeting for an Adult Use Marijuana Retail facility on January 27, 2022 at 6:00 PM at The Inn at Crumpin' Fox (71 Northfield Road Bernardston) to discuss the proposed project. The Heirloom Collective intends to apply for a license to operate as an Adult Use Marijuana Retailer to be located at 87 Nortfield Road, Bernardston, in accordance with the Massachusetts Cannabis Control Commission's regulations 935 CMR 500.000 et seq. Topics to be discussed will include, but not be limited to: What steps will be taken by the establishment to prevent diversion to minors, how will the applicant ensure that the location will not constitute a nuisance to the community as defined by law, how will the establishment positively impact the community, and what are the details of the Host Community Agreement. Interested members of the community are encouraged to ask questions and receive answers from The Heirloom Collective representatives about the proposed facility and operations. NOTE: Community outreach meetings are required by the state prior to applying for a recreational marijuana license. These meetings are not hosted by the Town of Bernardston, the Police Department or any Board or Committee associated with the Town.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul>		<p>A. Signature  <input checked="" type="checkbox"/> <i>[Signature]</i> <input type="checkbox"/> Agent  <input type="checkbox"/> Addressee</p>	
<p>1. Article Addressed to:</p> <p>Town of Bernardston            PO Box 504            Bernardston MA 01337</p>		<p>B. Received by (Printed Name)  <i>Amelia T. Archer</i></p>	<p>C. Date of Delivery  <i>1/13/2022</i></p>
		<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes            If YES, enter delivery address below: <input type="checkbox"/> No</p>	
		<p>Attachment B</p>	
<p>9590 9402 5561 9249 5714 62</p>		<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®  <input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™  <input type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery  <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation™  <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Insured Mail <input type="checkbox"/> Signature Confirmation Restricted Delivery  <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>	
<p>7019 1640 0001 4959 5067</p>			
<p>PS Form 3811, July 2015 PSN 7530-02-000-9053</p>		<p>Domestic Return Receipt</p>	

Attachment C

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

OFFICIAL USE

Certified Mail Fee  
\$

Extra Services & Fees (check box, add fee as appropriate)  
☐ Return Receipt (hardcopy) \$  
☐ Return Receipt (electronic) \$  
☐ Certified Mail Restricted Delivery \$  
☐ Adult Signature Required \$  
☐ Adult Signature Restricted Delivery \$

Postage  
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Total Postage and Fees  
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38 Church Street  
Barnstable MA 01337  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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38 Church Street  
Barnstable MA 01337  
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions



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U.S. Postal Service®  
**PRIORITY MAIL**  
 Domestic Mail Only

OFFICIAL USE

Mr. John Doe  
 123 Main St  
 New York, NY 10001

U.S. Postal Service®  
**PRIORITY MAIL**  
 Domestic Mail Only

OFFICIAL USE

Mr. John Doe  
 123 Main St  
 New York, NY 10001

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U.S. Customs and Border Protection  
 DEPARTMENT OF HOMELAND SECURITY  
 Form 101, 01/01/01  
**OFFICIAL USE**

1. Name (Last, First, Middle Initial)  
 2. Address  
 3. City  
 4. State  
 5. Zip  
 6. Telephone (Country, Area, Number)  
 7. Fax (Country, Area, Number)  
 8. E-mail  
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 10. Sex  
 11. Nationality  
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U.S. CUSTOMS AND BORDER PROTECTION  
DECLARATION OF IMPORTATION OF GOODS, MAIL, AND PACKAGES

Form 100 (10/1/00)

OFFICIAL USE

[illegible]



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

The purpose of this plan is to outline how The Heirloom Collective, Inc. is in compliance with all local zoning approvals including special permits, site plan approvals, building permits, health department permits, local license approvals, and any other local licensing requirement, if necessary for the physical address of our Retail Marijuana Establishment at 87 Northfield Road, in Bernardston.

Per the Bernardston Zoning Bylaws, Adult Use Retail Establishments are allowed in the Expedited Permitting District (EPD). Our location of 87 Northfield Road, Bernardston, MA is within the EPD and compliant with all required setbacks. The Heirloom Collective has applied for and received our Special Permit and Site Plan Review from the Town. These permits do not expire. There are no additional permitting or licensing requirements from the Town.

# The Heirloom Collective, Inc. Plan to Positively Impact Areas of Disproportionate Impact

## **Intent**

---

The Heirloom Collective, Inc. (“Heirloom”) is committed to do our part in positively impacting areas of disproportionate impact. Our plan focuses on employment and the use of suppliers, contractors and partners who have been historically harmed by marijuana prohibition.

The Heirloom Cultivation and Product manufacturing establishment is approximately 6 miles away from Greenfield and our Retail establishment is in Hadley which abuts the Town of Amherst. Greenfield and Amherst have been designated as “Area of Disproportionate Impact” by the Commission. It is our plan to engage employees, suppliers, contractors and other partners from Greenfield and Amherst when possible.

Heirloom will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment

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

## **Purpose**

---

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure that Heirloom promotes and encourages full participation in Heirloom operations by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities while supporting the company’s mission.

## **Plan for Positive Impact Populations (“Plan Populations”):**

---

1. Past or present residents of the geographic “areas of disproportionate impact,” which have been defined by the Commission and identified in its Guidance for Identifying Areas of Disproportionate Impact, specifically Greenfield and Amherst.
2. Commission-designated Economic Empowerment Priority applicants;
3. Commission-designated Social Equity Program participants;
4. Massachusetts residents who have past drug convictions; and
5. Massachusetts residents with parents or spouses who have drug convictions.

## **Plans**

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### **Employment Plan-**

**GOAL:** Positively impact areas of disproportionate impact by providing good-paying jobs with benefits and to develop long-term career opportunities.

**PROGRAMS FOR ACHIEVING GOALS:**

Our goal is to hire ~20% of our employees meet the criteria of the Plan Populations described above.

#### Hiring Priority-

1. Priority will be given to:
  - a. Residents from areas of disproportionate impact, with an additional priority given to Greenfield and Amherst residents;
  - b. Commission-designated Social Equity Program participants;
  - c. Massachusetts residents who have past drug convictions; and
  - d. Massachusetts residents with parents or spouses who have drug convictions.
2. We will engage with MassHire Franklin Hampshire Career Center which is a Massachusetts One Stop Career Center, Reliable Temps, Inc and Staffing Network, LLC. These organizations all serve the Greenfield and Amherst population. Heirloom will post all job posing through these organizations and will engage in job fairs and other services that are offered. Our Job Posting will all promote our hiring priority and encourage individuals who meet the criteria of our Plan Populations to apply.
  - a. We will hold at least one job fair within 2 months prior to our expected opening date. The location of this job fair will be convenient to Greenfield and Amherst residents and our hiring preference will be outlined in all advertising of the fair.
  - b. We expect to have another job fair within 6 months of the first job fair.
  - c. Subsequent job fairs will be held as needed.

#### Suppliers, Contractors and Partners Plan-

Heirloom will engage and contract with individuals who meet the Plan Populations outlined previously in this plan

**GOAL:** To positively impact areas of disproportionate impact by partnering with individuals and businesses whose owners or majority of its employees meet the Plan Populations outlined previously in this plan

#### **PROGRAMS FOR ACHIEVING GOALS:**

To the extent possible and reasonable, Heirloom plans to utilize suppliers, contractors and other partners who meet the criteria outlined above. We will give preference to these individuals and businesses when choosing our partners.

1. It is our goal that ~20% of our vendors, contractors and builders will be sourced locally from Greenfield or whose owners or employees are individuals who qualify for the Commissions Social Equity Program.
2. Heirloom will make reasonable efforts to identify and source Suppliers, Contractors and Wholesale Partners who meet the Positive Impact Population criteria. Preference will be given to these individuals and companies.
  - a. We will promote this plan when soliciting bids for services.

- b. This plan will be promoted on our website.
  - c. Heirloom will source bids directly from companies in Greenfield and Amherst.
  - d. Companies who seek this preference will need to provide the demographics of the ownership and/or employees of the company.
3. Priority for engaging and contracting with other Marijuana Establishments in wholesale relationships will be given to Marijuana Establishments that are Economic Empowerment priority applicants or employ a majority of their employees that meet the Plan Populations outlined above.

### **Measurement and Accountability**

---

Quarterly, the executive management team along with the Human Resources Director will meet and review the progress of this plan and to make adjustments and changes if necessary.

60 days prior to our license renewal date, and annually thereafter Heirloom will produce a comprehensive report that will be made available to the Commission for review during the renewal process.

This report will include the following metrics that will be used to measure the progress or success of the Plan. At a minimum this data will include:

- 1. Number and percentage of employees hired, retained, or promoted that come from populations identified in the Plan Population;
- 2. The demographics of all employees, applicants, new hires and promotions;
- 3. Number and types of jobs created in the adult-use cannabis industry in geographic areas of disproportionate impact;
- 4. Recruitment and hiring data including job postings, advertising, sourcing of candidates, offers of employment, and actual hires;
- 5. The number and percentage of suppliers, contractors and other partners that meet the criteria identified in the Plan Population; and
- 6. A comprehensive ledger on all expenses, contracts and agreements that includes whether or not the expense is a qualifying one under this plan's goals.

This report to be made available to the Commonwealth of Massachusetts, the Town of Bernardston, Town of Hadley, Town of Amherst and the City of Greenfield. Heirloom Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.

016088-053050011320-nov 08/08/17

**ARTICLE III**

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Common	275,000			

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

**ARTICLE V**

The restrictions, if any, imposed by the articles or organization upon the transfer of shares of any class or series of stock are:

None

**ARTICLE VI**

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

See attached.

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

**ARTICLE VII**

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

**ARTICLE VIII**

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
**38 Arbor Way, North Easton, MA 02356**
- b. The name of its initial registered agent at its registered office:  
**James A. Counihan**
- c. The names and addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: **James A. Counihan**

Treasurer: **Patrick Cloney**      **1 Granite Street, Medfield, MA 02052**

Secretary: **Timothy Van Epps**      **38 Union Street, Northampton, MA 01060**

Director(s): **See attached.**

- d. The fiscal year end of the corporation:  
**June 30**
- e. A brief description of the type of business in which the corporation intends to engage:  
**See attached.**
- f. The street address of the principal office of the corporation:  
**38 Arbor Way, North Easton, MA 02356**
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

**38 Arbor Way, North Easton, MA 02356**, which is  
(number, street, city or town, state, zip code)

- ☒ Its principal office;
- ☐ an office of its transfer agent;
- ☐ an office of its secretary/assistant secretary;
- ☐ its registered office.

Signed by: \_\_\_\_\_

(signature of authorized individual)

- ☐ Chairman of the board of directors,
- ☒ President,
- ☐ Other officer,
- ☐ Court-appointed fiduciary,

on this 17<sup>th</sup> day of January, 2019

**ATTACHMENT  
ARTICLES OF ENTITY CONVERSION  
OF  
THE HEIRLOOM COLLECTIVE, INC.**

**ARTICLE IV  
OTHER LAWFUL PROVISIONS**

A. The directors may make, amend or repeal the bylaws in whole or in part, except with respect to any provision thereof that by law or the bylaws requires action by the shareholders.

B. A director of the corporation shall not be personally liable to the corporation or its shareholders for monetary damages for any breach of fiduciary duty by such a director as a director except, to the extent provided by applicable law, for (i) any breach of the director's duty of loyalty to the corporation or its shareholders, (ii) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) improper distributions pursuant to Section 6.40 of the Massachusetts Business Corporation Act, General Laws Chapter 156D, as amended, or (iv) any transaction from which such director derived an improper personal benefit. If the Massachusetts Business Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of directors, then the liability of a director of the corporation shall be eliminated or limited to the fullest extent permitted by the Massachusetts Business Corporation Act, as so amended from time to time. No amendment to or repeal of this paragraph shall apply to or have any effect on the liability or alleged liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.



**ARTICLE VI(b)  
DIRECTORS**

<b>Director</b>	<b>Address</b>
Christopher D Brown, M.D.	41 Adams Drive Crosskill, NJ 07626
Patrick Cloney	1 Granite Street Medfield, MA 02052
James A Counihan	38 Arbor Way North Easton, MA 02356
Timothy Van Epps	38 Union Street Northampton, MA 01060

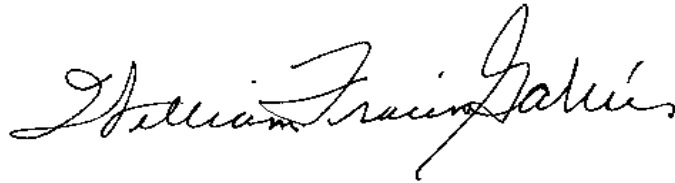
**ARTICLE VIII(e)  
DESCRIPTION OF BUSINESS**

To seek a final license to operate a medical marijuana treatment center, to promote care and relief for patients suffering from debilitating medical conditions.

THE COMMONWEALTH OF MASSACHUSETTS

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

April 22, 2019 02:40 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: January 12, 2022

To Whom It May Concern :

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

**THE HEIRLOOM COLLECTIVE, INC.**

is a domestic corporation organized on **April 22, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

A handwritten signature in blue ink, reading "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 22010247550

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

Processed by: NMa



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

No Fee

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

**Statement of Change of Supplemental Information**

(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

**1. Exact name of the corporation:** THE HEIRLOOM COLLECTIVE, INC.

**2. Current registered office address:**

Name: JAMES A. COUNIHAN

No. and Street: 38 ARBOR WAY

City or Town: N. EASTON State: MA Zip: 02356 Country: USA

**3. The following supplemental information has changed:**

☒ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JAMES A. COUNIHAN	38 ARBOR WAY N. EASTON, MA 02356 USA
TREASURER	TIMOTHY VAN EPPS	38 UNION ST. NORTHAMPTON, MA 01060 USA
SECRETARY	TIMOTHY VAN EPPS	38 UNION ST. NORTHAMPTON, MA 01060 USA
DIRECTOR	JAMES A. COUNIHAN	38 ARBOR WAY N. EASTON, MA 02356 USA
DIRECTOR	CHRISTOPHER D. BROWN, M.D.	41 ADAMS DR CROSSKILL, NJ 07626 USA
DIRECTOR	TIMOTHY VAN EPPS	38 UNION ST. NORTHAMPTON, MA 01060 USA

☐ **Fiscal year end:**

June

☐ **Type of business in which the corporation intends to engage:**

LICENSED MEDICAL MARIJUANA CORPORATION

☐ **Principal office address:**

No. and Street: 38 ARBOR WAY

City or Town: N. EASTON State: MA Zip: 02356 Country: USA

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

No. and Street: 38 ARBOR WAY

City or Town: N. EASTON

State: MA

Zip: 02356

Country: USA

**which is**

☒ its principal office

☐ an office of its transfer agent

☐ an office of its secretary/assistant secretary

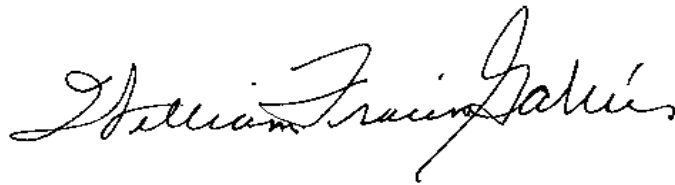
☐ its registered office

**Signed by JAMES A. COUNIHAN , its PRESIDENT  
on this 21 Day of December, 2020**

THE COMMONWEALTH OF MASSACHUSETTS

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

December 21, 2020 06:28 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

Charles D. Baker  
GOVERNOR

Karyn E. Polito  
LT. GOVERNOR



383878017

Rosalin Acosta  
SECRETARY

Richard A. Jeffers  
DIRECTOR

The Heirloom Collective  
87 NORTHFIELD RD  
BERNARDSTON, MA 01337-9794

EAN: 22133421  
January 11, 2022

Certificate Id:54909

The Department of Unemployment Assistance certifies that as of 1/11/2022 ,The Heirloom Collective is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

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

Richard A. Jeffers, Director

Department of Unemployment Assistance



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

mass.gov/dor

Letter ID: L0659512000  
Notice Date: January 13, 2022  
Case ID: 0-001-382-577



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



THE HEIRLOOM COLLECTIVE INC  
38 ARBORWAY  
NORTH EASTON MA 02356-1142

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

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



**BYLAWS**  
**of**  
**HAPPY VALLEY COMPASSION CENTER, INC.**  
**June 2015**

BYLAWS  
Of  
HAPPY VALLEY COMPASSION CENTER, INC.

June 2015

**ARTICLE 1**

**General Provisions**

**Section 1.1 Name.** The name of this corporation is Happy Valley Compassion Center, Inc., and shall herein be referred to as "the corporation."

**Section 1.2 Offices.** The principal business office of the corporation shall be at 38 Arbor Way, North Easton, MA 02356. The corporation may also have offices at such other places as the corporation may require.

**Section 1.3 Fiscal Year.** The fiscal year of the corporation shall begin on July 1 and end on the following June 30 of each year.

**Section 1.4 No Voting Members.** The corporation shall have no voting members. All powers of the corporation shall be held by the board of directors. Any action or vote required or permitted by any law, rule, or regulation to be taken by members shall be taken by action or vote of the same percentage of the board of directors of the corporation. No person now or hereafter designated by the corporation as a "member" for fundraising or other purposes shall be or be deemed to be a member for purposes of the Articles of Organization or bylaws of the corporation nor shall such person have any voting or fiduciary rights or responsibilities of the corporation.

**ARTICLE 2**

**Statement of Purposes**

The corporation is organized exclusively for nonprofit purposes including, but not limited to, promoting care and relief for patients suffering from debilitating medical conditions, educating the public about related matters, and supporting community-based health and wellness efforts in the Commonwealth of Massachusetts. The corporation may, as permitted by law, engage in any and all activities in furtherance of, related to, or incidental to these purposes which may lawfully be carried on by a corporation formed under Chapter 180 of the General Laws of Massachusetts. Any revenue from the corporation shall be used solely in furtherance of the corporation's nonprofit purpose.

## ARTICLE 3

### **Board of Directors**

**Section 3.1 Authority.** The business and affairs of the corporation shall be controlled and governed by the board of directors, which shall have the right to exercise all powers of the corporation as permitted by law.

**Section 3.2 Composition.** The number of directors and the manner by which new directors are nominated and appointed shall be determined by the directors.

**Section 3.3 Terms of Office.** The board of directors shall determine the length and number of terms to be served by directors.

**Section 3.4 Meetings.** The board of directors shall hold annual meetings each year and may select the time and place for annual and other meetings of the board. Other meetings of the board of directors may be called by the president or by a majority of the directors then in office by delivering notice in writing, of the date, time, place, and purpose of such meeting, to all directors at least three (3) days in advance of such meeting.

**Section 3.5 Quorum and Voting.** A majority of the board of directors shall constitute a quorum for the transaction of business at any meeting of the board. At any meeting of the board of directors at which a quorum is present, a majority of those directors present shall decide any matter, unless a different vote is specified by law, the Articles of Organization, or these bylaws.

**Section 3.6 Meetings by Remote Communication.** One or more directors may attend any annual, regular, special, or committee meeting of the board through telephonic, electronic, or other means of communication by which all directors have the ability to fully and equally participate in all discussions and voting on a substantially simultaneous basis. Such participation shall constitute presence in person at such meeting.

**Section 3.7 Action Without a Meeting.** Any action required or permitted to be taken at any board meeting may be taken without a meeting if a consent in writing, setting forth the action to be taken, shall be signed by all of the directors with respect to such subject matter. Such consent, which may be signed in counterparts, shall have the same force and effect as a vote of the board of directors.

**Section 3.8 Waiver of Notice for Meetings.** Whenever any notice of a meeting is required to be given to any director under the Articles of Organization, these bylaws, or the laws of Massachusetts, a waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice.

**Section 3.9 Committees.** The board of directors may create such standing and special committees as it determines to be in the best interest of the corporation. The board of directors shall determine the duties, powers, and composition of such committees, except that the board shall not delegate to such committees those powers which by law may not be delegated. Each such committee shall submit to the board of directors at such meetings as the board may designate, a report of the actions and recommendations of such committees for consideration and approval by the board of directors. Any committee may be terminated at any time by the board of directors.

**Section 3.10 Compensation.** Directors as such shall not receive any salaries for their service on the board, but directors shall not be precluded from serving the corporation in any other capacity and receiving reasonable compensation.

**Section 3.11 Resignation.** Any director may resign by delivering a written resignation to the corporation at its principal office or to the president or clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some later time.

**Section 3.12 Removal.** Any director may be removed, with or without assignment of cause, by a vote of two-thirds of the entire board of directors at any meeting of the board of directors. No member of the board shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the director whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

**Section 3.13 Vacancies.** Any vacancy occurring in the board of directors shall be filled by the board of directors in accordance with provisions of Section 3.2 above. A director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

## **ARTICLE 4**

### **Officers**

**Section 4.1 Officers.** The officers of the corporation shall be a president, treasurer, and clerk, and such other officers as may be elected in accordance with the provisions of this Article.

**Section 4.2 Election.** The officers of the corporation shall be elected annually by the board of directors at the annual meeting. Each officer shall hold office until a successor shall have been elected and qualified.

**Section 4.3 Vacancies.** A vacancy in any office because of death, resignation, disqualification, or otherwise may be filled by the board of directors for the unexpired portion of the term.

**Section 4.4 Removal.** Any officer may be removed, with or without assignment of cause, by a vote of a majority of the entire board of directors at any meeting of the board of directors. No officer shall be removed from office unless the notice of the meeting at which removal is to be considered states such purpose and opportunity to be heard at such meeting is given to the officer whose removal is sought. Notwithstanding the notice provision of Section 3.4 above, written notice shall be delivered to all directors at least fourteen (14) days in advance of a meeting at which removal is sought.

**Section 4.5 President.** The president shall preside at all meetings of the board of directors. The president, or other proper officer or agent of the corporation authorized by the board of directors, may sign any deeds, mortgages, bonds, contracts, or other instruments which the board of directors has authorized to be executed. The president shall perform all duties incident to the office of president and such other duties as may be prescribed by the board of directors from time to time.

**Section 4.6 Treasurer.** The treasurer, or other proper officer or agent of the corporation authorized by the board of directors, shall have charge and custody of and be responsible for all funds and securities of the corporation; receive and give receipt for moneys due and payable to the corporation from any source whatsoever, and deposit all such moneys in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the board of directors; and in general perform all of the duties incident to the office of treasurer and such others as may from time to time be assigned by the board of directors.

**Section 4.7 Clerk.** The clerk shall keep the minutes of the meetings of the board of directors in one or more books provided for that purpose; ensure that all notices are given in accordance with the provisions of these bylaws; be custodian of the corporate records; and in general perform all such duties as may from time to time be assigned by the board of directors.

## **ARTICLE 5**

### **Corporate Transactions**

**Section 5.1 Contracts.** The board of directors may authorize any officer or officers, agent or agents of the corporation in addition to the officers so authorized by these bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined by specific instances.

**Section 5.2 Indebtedness.** All checks, drafts, or orders for the payment of money, notes, or other evidence of indebtedness issued in the name of the corporation, shall be signed by the president or treasurer, or such other officer or agent of the corporation as from time to time may be determined by the board of directors. In the absence of such determination of the board, such instruments shall be signed by the president or treasurer of the corporation.

**Section 5.3 Deposits.** All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks, trust companies, brokerages, or other depositories as the board of directors shall select.

## **ARTICLE 6**

### **Books and Records**

The corporation shall keep at the principal office of the corporation correct and complete books and records of account; minutes of the proceedings of board of directors; and a register of the names and addresses of the directors of the corporation. All books, and records of the corporation may be inspected by any director, or agent or attorney thereof, for any proper purpose at any reasonable time.

## **ARTICLE 7**

### **Restrictions on Activities**

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of the corporation.

## **ARTICLE 8**

### **Dissolution**

In the event of dissolution of the corporation, the board of directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation, dispose of all the assets of the corporation exclusively for the purposes of the corporation, as the board of directors shall determine, in accordance with the statutes of the Commonwealth of Massachusetts.

## **ARTICLE 9**

### **Conflicts of Interest**

Whenever a director or officer has a financial or personal interest in any matter coming before the board of directors, the affected person shall a) fully disclose the nature of the interest and b) withdraw from discussion, lobbying, and voting on the matter. Any transaction or vote involving a potential conflict of interest shall be approved only when a majority of disinterested directors determine that it is in the best interest of the corporation to do so. The minutes of meetings at which such votes are taken shall record such disclosure, abstention and rationale for approval.

## **ARTICLE 10**

### **Personal Liability**

No officer or director of the corporation shall be personally liable to the corporation for monetary damages for or arising out of a breach of fiduciary duty as an officer or director notwithstanding any provision of law imposing such liability; provided, however, that the foregoing shall not eliminate or limit the liability of an officer or director to the extent that such liability is imposed by applicable law (i) for a breach of the officer's or director's duty of loyalty to the corporation or its members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (iii) for any transaction from which the officer or director derived an improper personal benefit.

## **ARTICLE 11**

### **Indemnification**

The corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer or director of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Article shall be in addition to and not exclusive of all other rights to which any person may be entitled.

This Article constitutes a contract between the corporation and the indemnified officers and directors. No amendment or repeal of the provisions of this Article which adversely affects the right of an indemnified officer or director under this Article shall apply to such officer or director with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

## **ARTICLE 12**

### **Amendments to Bylaws**

These bylaws may be amended or repealed by a majority vote of the entire board of directors.

(End of Bylaws)

# Quality Products with Widespread Recognition



Team of passionate and experienced growers

Carefully selected breeders such as Ethos, Cannarado, Archive Seeds, Eficianado

Never use pesticides or fungicides for cultivation

**“[Heirloom’s Hadley location] is my favorite dispensary in Western Mass. The flower is always top shelf”**

- Leafly product reviewer

**“We can’t keep the flower or pre-rolls on the shelves. The effect-based gummies and sour cubes are the best selling edibles SKUs from THC on our 3 menus”**

- Cultivate Holdings (Heirloom wholesale partner)

**“Kitchen Sink is perfection for me, no matter what else I try these days I always come back to it”**

- Leafly product reviewer

**“[Heirloom is] one of our staff’s top product picks”**

- Dutchie (online cannabis delivery service)

**“Grandpa’s Stash and Blue Steel are top notch along with the rest of their strains! Highly recommend”**

- Leafly product reviewer

**“[Heirloom] combines world-class genetics with an incredibly talented cultivation and processing team”**

- Canna Provisions website (Heirloom wholesale partner)





# Cultivation and Product Manufacturing Operations

Best Technology Partnered with Individual Care of Cultivators



**10k sq. ft.** of active, two-tiered canopy  
in a **20k. sq. ft.** facility – ability to  
scale to **100k sq. ft.** of canopy

Increased grow yields from 1.3k lbs. to **~5k lbs.**  
**with same canopy space** from 2019-2021

**Decreasing production costs** through process  
efficiencies and data usage

Weighted average TAC per harvest  
**consistently over 20%**

Owens MA's sole approved genetic tissue  
culture bank

**1.5k sq. ft.** capable of processing  
biomass in their 20k sq. ft. facility

**Full CI/DI extraction lab** with down stream  
capabilities and a full gourmet kitchen to produce  
**20+ branded SKUs**

# Wholesale Operations



Wholesale branded products to  
**50+ retail locations** in MA

95% of wholesale distribution is branded,  
leading to increasingly recognized  
Heirloom brand



**Boston Trees Sparkies**  
Best Flower (2020)



**Respect My Region**  
5 Most Popular MA  
Edibles (2021)



Respect My Region polled dispensaries  
across MA to ask for their most popular  
cannabis edibles and beverages



# Retail Operations

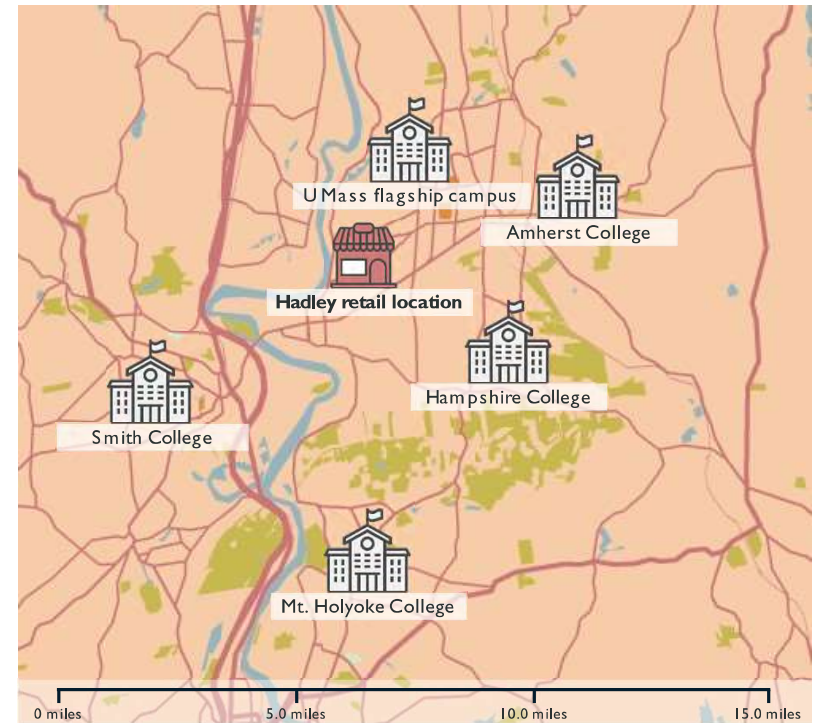


**2.5k sq. ft. retail operation in Hadley, MA**

Store is at a \$6M Run Rate



Located in heart of the 5-college system, with ~29,000 students at an average distance of 5 miles



**Boston Trees Sparkies**  
Best Overall Dispensary  
(2020)



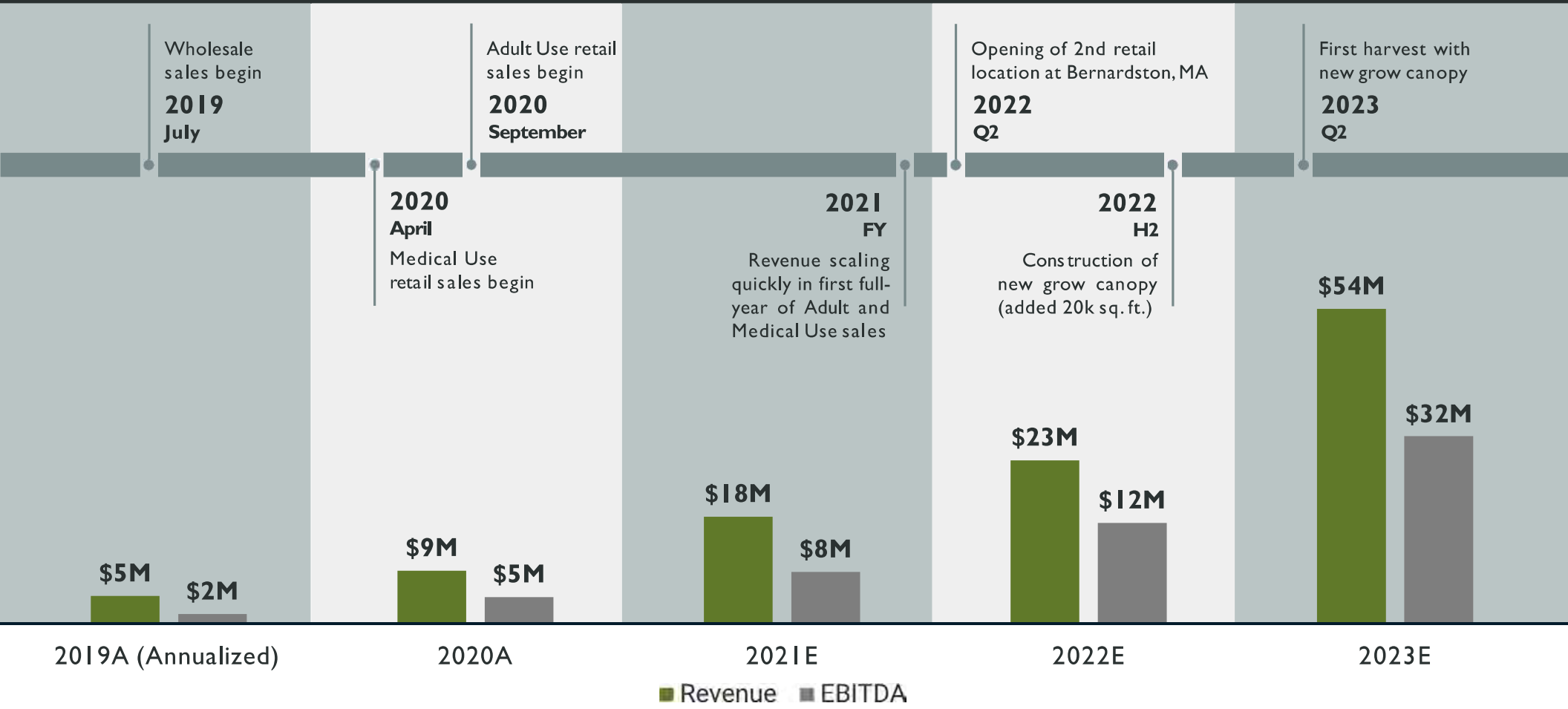
**Boston Trees Sparkies**  
Best Adult Use Dispensary  
(2020)



**Boston Trees Sparkies**  
Best Customer Service  
(2020)



# Milestones & Future Timeline



Confidential & Proprietary 2021 |

## Phase II Build-Out



### 2nd retail location

In Q2 2022, Heirloom expects to open a second retail location in Bernardston, MA. Situated along busy I-91 corridor in direction of Vermont vacation resorts (~25k cars per day)

This property is already under Heirloom's control

### Canopy build

In H2 2022, Heirloom plans to approximately triple canopy under cultivation

First harvest expected in Q2 2023

**4,000 sq. ft.**  
of retail space

**\$1.2M**  
of projected Store  
Revenue in 1st year of  
operations

**34.6k sq. ft**  
of grow canopy after  
expansion, up from  
**10.7k sq. ft.**

**15.3k lbs.**  
of projected annual  
grow output, up from  
**5.8k lbs.** in 2021

Phase II is underpinned by a **highly advantageous lease** with locked-in purchase option in conjunction with well-known MA property owner with a strong interest in retail cannabis

# Heirloom Financials



The Heirloom Collective (\$k)	2020A	2021A	2022P	2023P	2024P	2025P
Phase 1 Wholesale Revenue	\$7,875	\$12,583	\$16,899	\$15,047	\$15,135	\$16,424
Phase 2 Wholesale Revenue	-	-	-	30,718	40,019	38,947
Hadley Retail Revenue	1,235	5,020	5,851	5,911	6,090	6,276
Bernardston Retail Revenue	-	-	721	2,445	2,598	2,742
Retail Location 3	-	-	-	-	2,450	3,000
<b>Total Revenue</b>	<b>9,110</b>	<b>17,603</b>	<b>23,471</b>	<b>54,121</b>	<b>66,293</b>	<b>67,389</b>
YoY Growth	92%	93%	33%	131%	22%	2%
Cultivation/Wholesale Expenses	3,709	6,079	7,099	19,097	21,533	22,910
Retail Expenses	510	2,180	2,578	909	1,216	1,340
Corporate Expenses	382	1,787	1,706	2,002	2,009	2,016
<b>Total Expenses</b>	<b>4,601</b>	<b>10,046</b>	<b>11,384</b>	<b>22,008</b>	<b>24,759</b>	<b>26,266</b>
<b>EBITDA</b>	<b>\$4,509</b>	<b>\$7,557</b>	<b>\$12,087</b>	<b>\$32,113</b>	<b>\$41,534</b>	<b>\$41,123</b>
EBITDA Margin	49%	43%	51%	59%	63%	61%
Headcount (cultivation staff)	52	62	62	198	198	198

## Commentary

① Medical Use retail sales started in April 2020

Adult Use retail sales started in September 2020

② **Phase II:**  
Opening of second retail location in Bernardston, MA in Q2 2022

③ **Phase II:**  
Expansion of grow canopy to 34,600 sq. ft. (almost tripling output to 15,300 lbs. per year). Cultivation to begin in Q2 2023

④ Operating leverage from favorable leases and HCAs have enabled Heirloom to establish market-leading margins

# Opportunity Summary



Vertically-integrated cannabis cultivation and processing company with a craft brand focus



Fully turn-key operation to gain foothold in MA market, including 4 licenses, highly advantageous leases with locked-in purchase options, and existing wholesale partnerships with leading dispensaries



High-quality operations in state-of-the-art 20k sq. ft. cultivation & processing facility, with consistently increasing grow yields and with above average TAC levels each harvest



\$18M in 2021 revenue with \$9M in EBITDA, supported by favorable leases, efficient cultivation operations and growing brand awareness



**Phase II build-out:** 2nd store in Q2 2022 already underway and expansion of grow canopy to 30k sq. ft. set to begin in H2 2022





# THE HEIRLOOM COLLECTIVE

2021

Confidential & Proprietary 2021 |





# Executive Summary

Vertically Integrated Premium Craft Cannabis Company



## Business Assets

### 4 Licenses

1 vertically integrated  
Medical Use license

3 Adult Use licenses  
Cultivation  
Product Manufacturing  
Retail

### 50+ Retailers

For wholesale  
distribution, 95% of  
which is branded

### 20k sq. ft. facility

10k sq. ft. of active  
canopy, 1.5k sq. ft. of  
processing use

### 2k sq. ft.

Of retail space in the  
heart of 5-college  
consortium

### Phase II Build-Out

2nd retail location  
and cultivation  
expansion from 10k  
sq. ft. to 34k sq. ft.

## Focus on Brand and Quality

**Leading craft  
cannabis brand**  
in the MA market  
with fully integrated  
operations

**5,800 lbs.**  
2021 Yield

**7,400 lbs.**  
2022 Projected Yield,

Grow yields increased  
from **1,300 lbs.** in 2019  
to **4,100 lbs.** in 2020

**Experienced team**  
with deep cultivation  
and vertical  
operation expertise

Above average TAC  
levels, consistently  
**greater than 20%**  
each harvest

## Revenue Projections



**Heirloom brings a fully  
turn-key operation  
enhanced by a well  
established craft brand  
with built-in upside**

# Executive Team

Extensive Experience in Deep Cultivation and Vertical Operations Management



**Jim Counihan**  
President & CEO

20+ years of experience in Venture Capital as Partner of Prism VentureWorks and experienced attorney



**Tim Van Epps**  
COO & CMO

CEO & Chairman of Sandri, one of the largest property owners in Western MA  
Founder of Heritage Hemp



**Marcus Stetson**  
SVP of Operations

25+ years of experience in service & manufacturing

Oversees operation of Heirloom's facilities and future direction



**Kevin Bonomi**  
Director of Finance and Accounting

16 years of experience in accounting & financial analysis across industries

MBA from Boston College



# U.S. Cannabis Opportunity

Rapidly Evolving National Market



**Macro tailwinds** as states legalize cannabis and expand use from medical to recreational, driving new consumers and replacing illicit sales

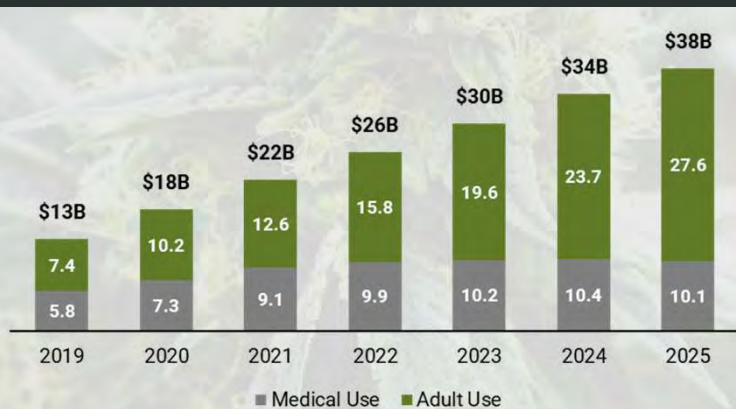


Senate is considering The Cannabis Administration and Opportunity Act to **legalize marijuana federally** but hold control at the state level

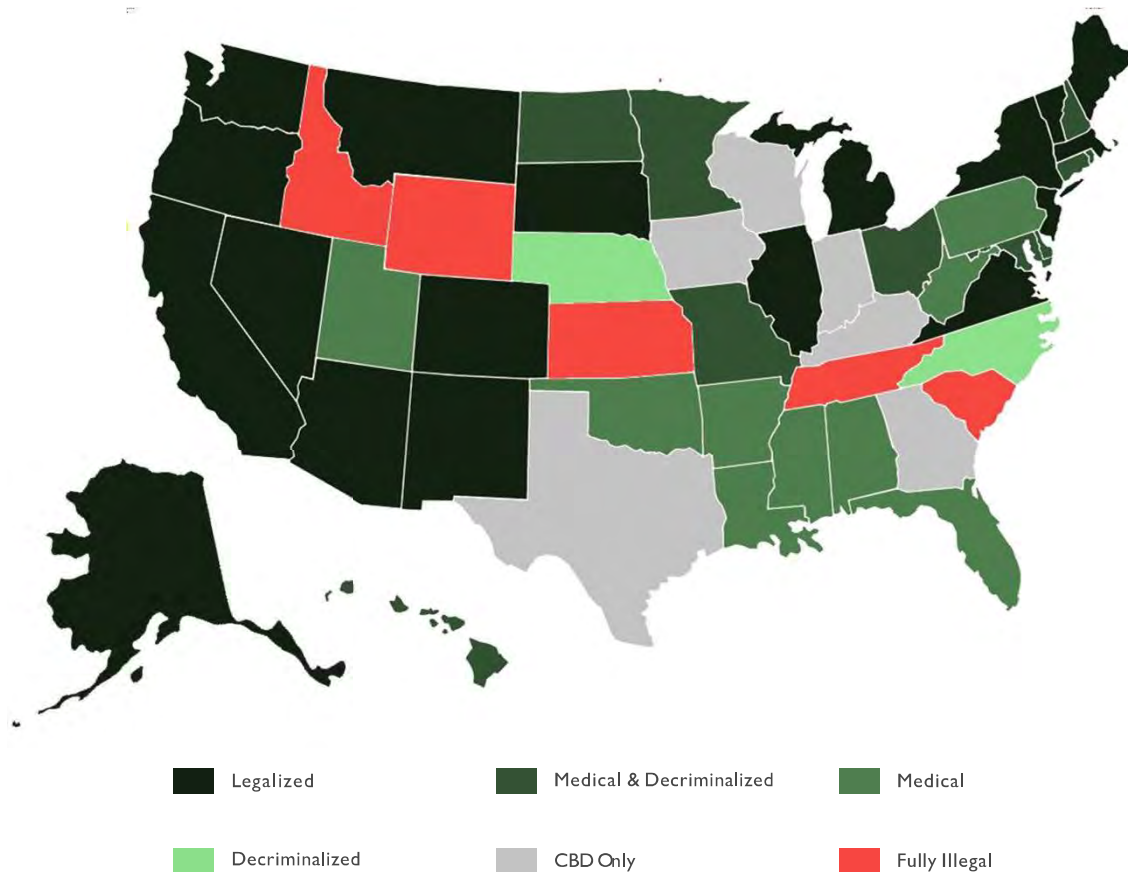


The United States legal cannabis market is projected to grow at a 19.1% CAGR over the next 4 years and be worth **\$38B in 2025**

## U.S. Legal Cannabis Market Forecast (\$B)



Confidential & Proprietary 2021 |



# MA Cannabis Opportunity

A Highly Attractive, Growing Cannabis Market



## MA Cannabis Market Overview

- MA **already at \$1.3B** annualized GMV recreational sales as of July 2021
- Per capital spend of **\$150/yr.** (compared to \$250 - \$375/yr. in Colorado and Oregon, similar-sized states with more mature cannabis markets)
- MA sales have **increased every month** since November 2020 (excluding COVID-19 pause)
- MA market forecasted to grow at a **38% CAGR** through 2023
- Growth in MA cannabis retailers will drive growing wholesale market – 363 MA retail licenses have been awarded



## ..But Challenging for New Entrants

- State legislation with stringent licensing requirements:
  - Max. of 3 retail licenses
  - Max of 3 cultivation licenses
  - Max. of 100k sq. ft. of canopy
- Combination of factors makes MA challenging to enter or expand:
  - Challenging licensing processes
  - Vertical integration requirements
  - Host community agreements



## Heirloom Brings Fully Turn-Key Operation with MA Footprint



# Turnkey MA Cannabis Platform

Established Cultivation, Retail and Branded Products



## 1 License

For **Medical Use**  
(vertically integrated)

## 3 Licenses

For **Adult Use** -  
cultivation, product  
manufacturing, and  
retail



## Tissue Culture Bank

Own the **only state-approved tissue culture lab**

Aids in strain selection and refinement

Provides actionable data to the cultivation teams

## 20k sq. ft.

State of the art cultivation and processing facility  
(with potential to scale up to 100k sq. ft.)



+ C1/D1 Extraction Lab

+ Full gourmet kitchen

+ Two-tiered LED grow with  
automated systems

+ Downstream  
refining capabilities



## Favorable Contracts

Have negotiated the state's most favorable HCAs

Cultivation fees  
capped at \$45k/yr

Retail fees  
capped at \$175k/yr



## 2k sq. ft.

of retail space in Hadley, MA selling medical and  
adult use products

Sits atop route 9 which has traffic of over  
35k cars/per day



## Expansion

Significant New England growth opportunities

**Below market lease  
agreements** with fixed  
purchase options on lots of  
land in Western MA

**Rights to additional  
properties** in VT,  
NH, CT & NY





# Heirloom Products

Leading Vendor of Premium Craft Products, 20+ Branded SKUs



**Flower**



Heirloom is the creator of Kitchen Sink (>32% THC). Large customer following and positive online reviews

**Pre-Rolls**



**Tropicals and Tinctures**



**Vape Cartridges**



**Concentrates**



**Edibles**



# Kitchen Sink Product Highlight

Heirloom's Kitchen Sink Strain is a Customer Favorite



50/50 Indica Sativa hybrid

Cerebral mind high with calming bodily release

Cross between Sundae  
Drive and GMO Cookies

Intense and borderline psychedelic feeling

Medical patients use Kitchen Sink to relieve  
headaches, anxiety, and depression

**>32%**

THC levels on  
Heirloom's Kitchen Sink

**19%**

Average THC levels  
across other Kitchen  
Sink cultivators

Large customer following with overwhelmingly positive online  
reviews for Heirloom's Kitchen Sink products

”

“I stopped by here for the  
Kitchen Sink flower.  
Absolutely top quality product!  
5 out of 5 stars.”

- Product Review of Heirloom  
Kitchen Sink (from Leafly website)

”

“Kitchen Sink is the best nug  
out of any dispensary I've  
picked up in MA”

- Product Review of Heirloom  
Kitchen Sink (from Leafly website)

”

“The quality of the  
strain Kitchen Sink is  
unbelievable”

- Product Review of Heirloom  
Kitchen Sink (from Leafly website)





## **The Heirloom Collective, Inc.**

### **Liability Insurance**

The purpose of this plan is to outline how The Heirloom Collective will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.

#### **Plan**

The Heirloom Collective will maintain an insurance policy in place that satisfies the requirement under 935 CMR 500.105(10). The Heirloom Collective will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually. The deductible for each policy is not higher than \$5,000 per occurrence. The Heirloom Collective will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.





## **The Heirloom Collective, Inc.**

### **Energy Efficiency Policy and Procedure**

In compliance with 935 CMR 500.105(15), and 935 CMR 501.105(15) The Heirloom Collective has:

- Identified potential energy use reduction opportunities (such as natural lighting and energy efficiency measures), and implemented these opportunities to the extent possible;
- Considered 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;
- Reduced electric demand (such as lighting schedules, active load management, and energy storage); and
- Engaged with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

Energy efficiency throughout our retail daily operations include:

- Using power strips to power all devices and turning off all power strips at the conclusion of the closing process (excludes security systems).
- Using a communal printer.
- Turning off monitors when leaving for more than one hour.
- Save paper by only photocopying what is absolutely needed, and always using the second side of sheets by either printing on both sides or using the blank side as scratch paper.
- Report any obvious energy waste or material deficiencies such as broken heaters or air leaks up the chain of command.
- Prohibiting the use of individual space heaters.
- Using Energy Star labeled appliances.

Energy Efficiency and Conservation in our Cultivation and Product Manufacturing Facility include:

- Water filtration and recovery system filters. Monitoring our use of cultivation run-off, and condensation throughout the entire facility.
- Motion sensors used throughout the facility to turn off any lighting when not in use.
- High efficiency HVAC system utilizing night and day modes in all offices, hallways, and common areas to conserve energy when not in use.
- Walls are coated which promotes heating and cooling efficiency.

The Heirloom Collective will satisfy minimum energy efficiency and equipment standards established by the Commission. We will strive to meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and quantity, wastewater, solid and hazardous waste management, and air pollution control, including prevention of odor and noise pursuant to 310 CMR 7.00: Air Pollution Control.



## **The Heirloom Collective, Inc.**

### **Restricting Access to Age 21 and Older SOP**

The Heirloom Collective Retail Marijuana Establishment operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB”) or any other regulatory agency.

#### **Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

#### **Definitions**

**Consumer** means a person who is 21 years of age or older.

**Law Enforcement Authorities** means local law enforcement including, but not limited to, the local police and fire departments within the municipality where the Licensee is sited, unless otherwise indicated.

**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.

**Proof of Identification** means a government issued photograph that contains the name, date of birth, physical description and signature of the individual and is currently valid (in other words, not expired). The Heirloom Collective will only accept the following forms of proof of identification that include all of the above criteria;

1. Massachusetts driver’s license
2. Massachusetts Issued ID card
3. Out-of-state driver’s license or ID card
4. Government issued Passport
5. U.S. Military I.D.

**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.



## Access to the Facility

The Heirloom Collective Management team is responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of The Heirloom Collective are 21 years of age or older. For the purposes of this Policy, the term “facility” also refers to any vehicle owned, leased, rented or otherwise used by The Heirloom Collective for the transportation of Marijuana. The Heirloom Collective retail facility will only allow the following individuals access:

1. Heirloom Collective Agents (including board members, directors, employees, executives, managers, or volunteers) while at the facility or transporting marijuana for the facility all Agents must carry their valid Agent Registration Card issued by the Commission.
  - a. All Heirloom Collective Agents are verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. Customers/Consumers (Note: All Agents will be trained in the Verification and Identification of individuals):
  - a. To verify a customer is 21 or older Heirloom Collective Agents must receive and examine from the customer one of the following authorized government issued ID Cards;
    - i. Massachusetts Issued driver’s license
    - ii. Massachusetts Issued ID card
    - iii. Out-of-state driver’s license or ID card (with photo)
    - iv. Passport
    - v. U.S. Military I.D.
  - b. To verify the age of the customer the Agent will use an Age Verification Smart ID Scanner that will be supplied by Heirloom Collective.
  - c. In the event that the ID is not a scannable ID, or if for any reason the scanner is not operational or available or if the ID is questionable the Agent must use the **FLAG** methodology of ID verification:

### F. Feel

- ✓ Have the customer remove the ID from their wallet or plastic holder (never accept a laminated document).
- ✓ Feel for information cut-out or pasted on (especially near photo and birth date areas).
- ✓ Feel the texture – most driver’s license should feel smooth, or (depending on your State) they will have an identifying texture.

### L. Look

- ✓ Look for the State seals or water marks; these seals are highly visible without any special light.



- ✓ Look at the photograph. Hairstyles, eye makeup and eye color can be altered, so focus your attention on the person's nose and chin as these features don't change. When encountering people with beards or facial hair, cover the facial hair portion of the photo and concentrate on the nose or ears.
- ✓ Look at the height and weight. They should reasonably match the person.
- ✓ Look at the date of birth and do the math!
- ✓ Compare the age on the ID with the person's apparent age.
- ✓ Look at the expiration date. If the ID has expired, it is not acceptable.
- ✓ If needed, compare the ID to the book of Government Issued ID's.

**A. Ask**

- ✓ Ask questions of the person, such as their middle name, zodiac sign, or year of high school graduation. Ask them the month they were born. If they respond with a number, they may be lying. If the person is with a companion, ask the companion to quickly tell you the person's name.
- ✓ If you have questions as to their identity, ask the person to sign their name, and then compare signatures.

**G. Give Back**

- ✓ If the ID looks genuine, give the ID back to the customer and allow entry.

- d. If for any reason the identity of the customer or the validity of the ID is in question, do not allow the customer to enter the facility.

**3. Visitors (including outside vendors and contractors)**

- a. Prior to being allowed access to the facility or any Limited Access Area, the visitor must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older.
  - i. If there is any question as to the visitor's age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access.
- b. After the age of the visitor is verified they will be given a Visitor Identification Badge.
- c. Visitors will be escorted at all times by a marijuana establishment agent authorized to enter the limited access area.
- d. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exit.
  - i. The visitor log will be available for inspection by the Commission at all times.

**4. Access to the Commission, Emergency Responders and Law Enforcement.**

- a. The following individuals shall have access to a Marijuana Establishment or Marijuana Establishment transportation vehicle:



- i. Representatives of the Commission in the course of responsibilities authorized by St. 2016, c. 334, as amended by St. 2017, c. 55 or 935 CMR 500.000;
  - ii. Representatives of other state agencies of the Commonwealth; and
  - iii. Emergency responders in the course of responding to an emergency.
  - iv. Law enforcement personnel or local public health, inspectional services, or other permit-granting agents acting within their lawful jurisdiction.
- b. Individuals described above in this policy will be granted immediate access to the facility.

### **Training**

The Heirloom Collective will train all Agents on the verification and identification of individuals. This training will be done prior to Agents performing age verification duties. Management will supply Age Verification Smart ID Scanners and hardcover books to assist Agents in age verification. All Heirloom Collective Agents will enroll and complete the Responsible Vendor Training Program when it is available. This curriculum will include but not be limited to:

- a. Diversion prevention and prevention of sales to minors;
- b. Acceptable forms of identification, including:
  - i. How to check identification;
  - ii. Spotting false identification;
  - iii. Provisions for confiscating fraudulent identifications; and
  - iv. Common mistakes made in verification.



## **The Heirloom Collective, Inc. Plan to Maintain Financial Records**

### Intent

To provide clear and concise instructions for The Heirloom Collective employees regarding the Maintenance of Financial Records that are compliant with the regulations. The Heirloom Collective is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

### Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our financial records are maintained in a compliant manner with all regulations and laws.

### Policy

The Heirloom Collective financial records will be kept and maintained according to generally accepted accounting principles. The Finance Director is responsible for all accounting responsibilities and will engage the services of external professional accounting firm to ensure proper financial compliance.

All Heirloom Collective financial/business records will be available for inspection to the Cannabis Control Commission upon request.

The Heirloom Collective will maintain all business records in manual and electronic form. These records include, but are not limited to;

1. Assets and liabilities;
2. Banking transactions;
3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
4. Sales records including the quantity, form, and cost of marijuana products; and
5. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

In relation to the maintenance of financial records, The Heirloom Collective will incorporate the following into our business operations;

1. The Heirloom Collective will engage the services of a professional payroll and human resources company to assist in human resources management and payroll services for our employees.
2. The Heirloom Collective will engage, to the extent possible, a banking relationship in Massachusetts to provide banking services for our company.
3. The Heirloom Collective will utilize financial/accounting software programs and an e-bill payment provider for all financial record keeping.
4. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.



5. On an annual basis an independent certified public accountant who is experienced in the legal marijuana industry, will conduct a financial audit.
6. The Heirloom Collective will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each POS station by the Retail Manager or designee.
8. A comprehensive financial audit will be done at the end of every month by the Finance Director and report their findings to the CEO and outside accounting firm.

#### Access to the Commission

The Heirloom Collective electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

#### Access to the Massachusetts Department of Revenue ("DOR")

The Heirloom Collective books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission or the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts and IRS tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, The Heirloom Collective will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

#### Point of Sale (POS) Systems

The Heirloom Collective will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 "*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*".

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. Along with the data in the POS system, The Heirloom Collective will maintain the following records:
  - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;



- c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - e. A ledger to which totals from the journal, cash journal and other records have been posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
3. The Heirloom Collective will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - a. Internal sequential transaction numbers;
  - b. Records of all POS terminal activity; and
  - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - f. Any and all changes in the setup of the system.
4. The Heirloom Collective will comply with the provisions of 935 CMR 500.140(5): Recording Sales.
  - a. The Heirloom Collective will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - b. The Heirloom Collective may utilize a sales recording module approved by the DOR.
  - c. The Heirloom Collective will not utilize software or other methods to manipulate or alter sales data.
  - d. The Heirloom Collective will conduct a monthly analysis of our equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter





sales data and that no other methodology has been employed to manipulate or alter sales data. The Heirloom Collective will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If The Heirloom Collective determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data:

- i. We will immediately disclose the information to the Commission;
  - ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- e. The Heirloom Collective will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. The Heirloom Collective will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. The Heirloom Collective will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5): *Recording Sales*.



## **The Heirloom Collective, Inc.**

### **Qualifications and Training Procedures**

The Heirloom Collective is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency. This policy and procedure provides concise instructions for Heirloom Collective employees regarding the qualifications for employment and Agent training to remain compliant with the regulations.

The purpose of this policy is also to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

#### Qualifications for a Marijuana Establishment Agent

The minimum requirements to become an Heirloom Collective Marijuana Establishment Agent (“Agent”) are outlined below. All Heirloom Collective board members, directors, employees, executives, managers, or volunteers will register with the Commission as an Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All Heirloom Collective Agents must;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

The Heirloom Collective will develop a job description for all positions with the company. While all Agents must meet the qualifications listed above, several of our positions will require additional qualifications based on the specific duties of the position.

#### Required Training for Marijuana Establishment Agents

Pursuant to 935 CMR 500.105(2)(a), The Heirloom Collective will ensure all Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. The Heirloom Collective will train all marijuana establishment agents in compliance with 935 CMR 500.105(2)(a) and (b). Agents responsible for tracking and entering product into the Seed-to-sale SOR (Metrc) must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - a. Code of Conduct
  - b. Code of Ethics;



- c. Verifying Identifications;
- d. Marijuana Regulations;
- e. Security and Safety;
- f. Emergency Procedures/Disaster Plan;
- g. Diversion of Marijuana;
- h. Terminatable Offences;
- i. Confidential Information;
- j. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
  - i. Alcohol, smoke and drug-free workplace
  - ii. Equal Employment Policy
  - iii. Anti-Harassment and Sexual Harassment Policy
  - iv. Americans with Disability Act
  - v. Employee Assistance Policy
  - vi. Diversity Plan
  - vii. Whistleblower Policy
- 3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized, on the job training (“OJT”) or through external training platforms.
- 4. All Heirloom Collective Agents will receive a minimum of 16 hours of training annually.
- 5. The Heirloom Collective will record, maintain and store documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters. These records will be stored in the Agents Personnel File. Training records will be retained by The Heirloom Collective for at least one year after an Agents’ termination.
- 6. Within 90 days of hire, The Heirloom Collective will require all its Agents to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”:
  - a. After the responsible vendor designation is applied each Heirloom Collective owner, manager, and employee involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
  - b. The Heirloom Collective will maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.
- 7. All retail employees will be trained on:
  - a. Safety and Security;



- b. Disaster plan;
- c. Privacy/Confidentiality;
- d. Cash handling;
- e. Diversion prevention and prevention of sales to minors, including best practices;
- f. Compliance with all tracking requirements;
- g. Acceptable forms of identification;
- h. How to check identification;
- i. Spotting false identification; and common mistakes made in verification.

#### Additional Training

The Heirloom Collective will provide training and training opportunities to its employees. In addition to required training, The Heirloom Collective will encourage advanced training to our employees in the areas of Safety and Security, Marijuana Science or other areas then enhance the Company's, our Agents and our customers safety and shopping experience.



## **The Heirloom Collective, Inc.**

### **Policy and Procedure for Quality Control and Testing of Marijuana and Marijuana Products**

The Heirloom Collective is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency.

Superb quality control and the testing of marijuana products are essential for the operation of our Retail Establishment. The Heirloom Collective uses best industry practices when it comes to quality control and product testing, furthermore The Heirloom Collective will not sell any marijuana product that is a potentially hazardous food (PHF) or time/temperature control for safety food (TCS food).

#### General Requirements

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

In the case of acquiring wholesale products, The Heirloom Collective will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment. The Heirloom Collective will view and confirm that the source products have been tested in accordance with the regulations and will store the testing records. No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources (MDAR).

The Heirloom Collective will not prepare, sell or otherwise transfer an edible marijuana product with potency levels exceeding the following, as tested by an independent marijuana testing facility licensed in accordance with M.G.L. c. 94G, § 15:

1. For a single serving of an edible marijuana product, five milligrams of active tetrahydrocannabinol (THC); and
2. In a single package of multiple edible marijuana product to be eaten, swallowed, or otherwise ingested, not more than 20 servings or 100 milligrams of active THC.
3. The THC content must be homogenous, or evenly distributed throughout the edible marijuana product.

The Heirloom Collective will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid waste disposal, and to 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. If minimum standards or best management practices are not established by the time of an application for initial licensure, The Heirloom Collective will satisfy such standards or best management practices as a condition of license renewal, in addition to any the terms and conditions of any environmental permit regulating the licensed activity.

### Sanitation

Our Retail Marijuana facility (“the facility or facilities”) will be designed and constructed with sanitation in mind. All product contact surfaces will be smooth, durable, non-porous and easily cleanable.

1. The walls, ceiling and floors of all storage and packaging areas will be constructed of materials that are smooth, durable and can be adequately kept clean and in good repair.
  - a. There will be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
  - b. The General Manager will prepare a cleaning and sanitation checklist for the staff to that cleaning and sanitation is performed in a consistent and satisfactory manner.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the sale of safe marijuana products.
3. Lighting and Light Fittings - Shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over retail or storage areas or otherwise protect against marijuana product contamination in case of glass breakage.
  - a. Suspended lighting is constructed from non-corrodible and cleanable assemblies.
  - b. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers.
  - c. Adequate safety lighting in all areas.
4. Buildings, fixtures, and other physical facilities will be constructed in such a manner that allow them to be maintained in a sanitary condition.
5. Product Preparation Surfaces (stainless steel tables, scale surfaces and utensils) 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.
  - a. Pre-scrape surface to remove any soils.
  - b. Wash surface with recommended strength solution of pot & pan detergent.
  - c. Rinse with water and wipe dry.
  - d. Using trigger sprayer bottle and a different wiping cloth, applying hydrogen peroxide.
  - e. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds.
  - f. Allow to air dry.
6. Hand-washing facilities will be adequate and convenient and shall be furnished with running water at a suitable temperature.
  - a. Located in the packaging area and where good sanitary practices require employees to wash and sanitize their hands.





- b. Provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
7. Each of the facilities water supply comes from the municipal water supply and is sufficient for necessary operations.
8. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility.
  - a. Plumbing shall properly convey sewage and liquid disposable waste from the facility.
  - b. There will be no cross-connections between the potable and wastewater lines.
9. The facility will provide its employees with adequate, readily accessible toilet facilities that will be maintained in a sanitary condition and in good repair.
10. All storage areas will be constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

#### Contamination Control

1. Training:
  - a. All employees will be trained on pest prevention, pest management, pest detection, and pest treatments.
2. Handling and storage of marijuana product or marijuana plant waste:
  - a. All marijuana plant waste will be placed in the sealed “Marijuana Waste” container.
    - i. This container must impervious and covered.
  - b. All marijuana waste will be stored in the waste room in sealed containers until disposal.
3. Handling and storage of non-marijuana waste:
  - a. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles:
    - i. Recyclable
    - ii. Organic
    - iii. Solid waste
  - b. At the end of every day these containers will be emptied, and the contents removed from the building and placed in the appropriate secure containers to await pickup.
4. All toxic materials including cleaning compounds, sanitizers, etc. will be stored in an area away from marijuana storage areas.

#### Personnel

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination shall be excluded from any operations which may be expected to result in contamination of the facility or others until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.



- a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Local Board of Health.
  - b. The Heirloom Collective will voluntarily comply with any and all isolation and/or quarantine orders issued by the Local Board of Health or the Department of Public Health.
  - c. Heirloom Collective Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Heirloom Collective Agents will report any symptoms of COVID-19. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
2. All Heirloom Collective Agents shall conform to sanitary practices while on duty, including:
- a. Maintain adequate personal cleanliness:

Grooming:

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails vigorously and thoroughly with soap and warm water for a period of at least 20 seconds:
  - When entering the facility before work begins
  - In the restroom after toilet use and when you return to your workstation
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing
  - After cleaning duties
  - After eating or drinking
  - Any other time an unsanitary task has been performed – i.e., taking out garbage, handling cleaning chemicals, wiping tables, picking up a dropped item, etc.
  - Wash hands only in hand sinks designated for that purpose.
  - Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or tennis shoes) that are comfortable for standing and working on floors that can be slippery.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.



- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. The Heirloom Collective facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only.
- iii. Refrain from chewing gum or eating candy during work.

Training

The Heirloom Collective will provide training and training opportunities to its employees. In addition to required training, The Heirloom Collective will encourage advanced training to packaging agents in the areas of Good Manufacturing Practices.

1. All employees will be trained on Good Manufacturing Practices (“GMP”) and Sanitation prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements
2. Employees engaging in the packaging will be trained and certified in;
  - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on Good Manufacturing Practices.
4. Quarterly in-service training.
5. At least one manager will be a Certified Food Protection Managers (CFPM) by completing a ServSafe or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide GMP, and sanitation training.
7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in records.

Testing of Marijuana and Marijuana Products

The Heirloom Collective Retail Marijuana Establishments will only have marijuana and marijuana products that have passed the required testing at a Licensed Testing Lab.

The Heirloom Collective will only source marijuana products from Marijuana Establishments where the product has been tested in accordance with the Regulations. Prior to accepting any marijuana or marijuana product from a source Marijuana Establishment Heirloom Collective will view and confirm that the source products have been tested in accordance with the testing requirements outlined in 935 CMR



725.160 and the “*Protocol for sampling and analysis of finished medical marijuana products and marijuana-infused products for Massachusetts Registered Medical Marijuana Dispensaries*” published by DPH. These testing records will be stored and maintained pursuant to our Records Retention Policy and Procedure.

We will contract with a Licensed Independent Testing Laboratory for the purposes of “Quality Control Testing.” Our quality control testing will be used to ensure that the products we are receiving from our wholesale partners are consistent with the testing records that have been reported to us. These quality control tests will help us to ensure that our products are contaminant-free and the correct dosage and potency. We plan to use CDX Analytics which is Accredited by International Organization for Standardization (ISO) 17025 by Perry Johnson Laboratory Accreditation, Inc. (PJLA), 755 W. Big Beaver, Suite 1325 Troy, Michigan 48084, a third-party accrediting body that is a signatory to the International Laboratory Accreditation cooperation (ILAC) Mutual Recognition Arrangement. CDX Analytics will be Licensed by the Commission prior to The Heirloom Collective contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab.
2. The Heirloom Collective will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess Heirloom Collective marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to Heirloom Collective Facility for disposal or by the Independent Testing Laboratory disposing of it directly.

The Heirloom Collective will not sell or otherwise market for adult use any Marijuana Product that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Department including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and Pesticides that are compliant with M.G.L. c. 132B and the regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00.
  - e. Bacteria
  - f. Fungi
  - g. Mycotoxins.

The Heirloom Collective will maintain the results of all testing for no less than one year.

If a marijuana product fails the laboratory testing, it will be quarantined and stored away from other product and the Commission and the Source Marijuana establishment will be notified immediately. The Heirloom Collective will submit to the Commission upon their request, any information regarding contamination. The entire batch of the product will be quarantined and not sold to customers. If through a re-test of the product, it is determined that there is no contamination, the product may be removed from quarantine status.



and sold. Product that is confirmed to be contaminated, or if the testing results are inconsistent with the labels on the product, will be returned to the Source Marijuana Establishment.



**The Heirloom Collective, Inc.**

**Plan for Separating Recreational Marijuana from Medical Operations**

The Heirloom Collective will be operating as an Adult-Use Marijuana Retail Establishment and will not operate as a Medical Treatment Center in Bernardston, MA.





## **The Heirloom Collective, Inc.**

### **Record Keeping Procedure**

The Heirloom Collective is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB” or “the Commission”) or any other regulatory agency. This procedure is created to provide clear and concise instructions for Heirloom Collective employees regarding record keeping that are compliant with the regulations.

The Heirloom Collective is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. (“the Regulations”) and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNCB” or “the Commission”) or any other regulatory agency. This procedure is created to provide clear and concise instructions for Heirloom Collective employees regarding record keeping that are compliant with the regulations.

#### Purpose

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our record keeping procedures are compliant with all regulations and laws.

#### Access to the Commission

The Heirloom Collective electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

#### Access to the Massachusetts Department of Revenue (“DOR”)

The Heirloom Collective’s books, records, papers, and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request. These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding. Additionally, The Heirloom Collective will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

#### **1. Point of Sale (POS) Systems**

The Heirloom Collective will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue (“DOR”) Directive 16-1 “*Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems*”



- a. Our POS system will record all transactions in a manner that will allow the DOR to verify what items were sold and confirm if the appropriate amount of tax was collected. In addition to the data in the POS system, The Heirloom Collective will maintain the following records:
  - i. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - ii. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - iii. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - iv. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information;
  - v. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.
- b. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - i. individual item(s) sold,
  - ii. selling price,
  - iii. tax due,
  - iv. invoice number,
  - v. date of sale,
  - vi. method of payment, and
  - vii. POS terminal number and POS transaction number.
- c. The Heirloom Collective will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - i. Internal sequential transaction numbers;
  - ii. Records of all POS terminal activity; and
  - iii. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - iv. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - v. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - vi. Any and all changes in the setup of the system.



## 2. Types of Records

The following records will be maintained and stored by The Heirloom Collective and available to the Commission upon request:

- a. Operating procedures as required by 935 CMR 500.105(1)
  - i. Security measures in compliance with 935 CMR 500.110;
  - ii. Employee security policies, including personal safety and crime prevention techniques;
  - iii. A description of the Marijuana Establishment's hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - iv. Storage of marijuana in compliance with 935 CMR 500.105(11);
  - v. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - vi. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);
  - vii. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - viii. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - ix. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - x. Alcohol, smoke, and drug-free workplace policies;
  - xi. A plan describing how confidential information will be maintained;
  - xii. A policy for the immediate dismissal of any marijuana establishment agent who has:
    - 1) Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
    - 2) Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
    - 3) Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
  - xiii. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.



- xiv. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
  - xv. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
  - xvi. Policies and procedures for energy efficiency and conservation that shall include:
    - 1) Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
    - 2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
    - 3) Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
    - 4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
- b. Operating procedures as required by 935 CMR 500.12012)
- i. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - ii. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
  - iii. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - iv. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - v. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
  - vi. Policies and procedures for the transfer, acquisition, or sale of marijuana products between Marijuana Establishments.
- c. Inventory records as required by 935 CMR 500.105(8);



- d. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
- e. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - i. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - ii. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - 1) All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - 2) Documentation of verification of references;
    - 3) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - 4) Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - 5) Documentation of periodic performance evaluations;
    - 6) A record of any disciplinary action taken; and
    - 7) Notice of completed responsible vendor and eight-hour related duty training.
  - iii. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - iv. Personnel policies and procedures; and
  - v. All background check reports obtained in accordance with 935 CMR 500.030
- f. Business records, which shall include manual or computerized records of:
  - i. Assets and liabilities;
  - ii. Monetary transactions;
  - iii. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - iv. Sales records including the quantity, form, and cost of marijuana products; and
  - v. Salary and wages paid to each employee, stipend paid to each board member, and an executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- g. Waste disposal records as required under 935 CMR 500.105(12); and
- h. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.



- i. Responsible vendor training program compliance records.
- j. Vehicle registration, inspection and insurance records. (If Applicable)

All records kept and maintained by The Heirloom Collective will be securely stored. Access to these records will only be granted to those Heirloom Collective Agents who require access as a part of their job duties.





## **The Heirloom Collective, Inc. Personnel Policy and Procedure Manual (Including Background Checks)**

### **I. Intent**

The Heirloom Collective is committed to being compliant with the Regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”) or any other regulatory agency. This policy is to provide clear and concise instructions for The Heirloom Collective employees regarding Personnel Policies that are in compliance with the Regulations.

### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our personnel policies are compliant with all regulations and laws.

### **III. Personnel Records**

The Heirloom Collective will maintain the following personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each The Heirloom Collective agent. Such records shall be maintained for at least 12 months after termination of the individual’s affiliation with The Heirloom Collective and shall include, at a minimum, the following:
  - a. All materials submitted to the Commission pursuant to 935 CMR 500.030, and 935 CMR 501.030;
  - b. Documentation of verification of references;
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - e. Documentation of periodic performance evaluations;
  - f. A record of any disciplinary action taken; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.



3. A staffing plan that will demonstrate accessible business hours and safe manufacturing & processing conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030 and in accordance with 935 CMR 501.030 (C).

These Personnel Records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to The Heirloom Collective Management Agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only The Heirloom Collective Management Agents who require access. These records will be made available for inspection by the Commission upon request.

#### **IV. The Heirloom Collective Agents**

All The Heirloom Collective board members, directors, employees, executives, managers and volunteers will register with the Commission as an Heirloom Collective Marijuana Establishment Agent (“The Heirloom Collective Agent”). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

All The Heirloom Collective Agents will be registered agents for Adult-Use pursuant to 935 CMR 500:000 and Medical-Use Pursuant to 935 CMR 501.000.

All The Heirloom Collective Agents shall;

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

The Heirloom Collective will submit to the Commission an application for every The Heirloom Collective Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant’s driver’s license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;



6. Background information, including, as applicable:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices;
  - c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  - d. A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.
7. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
8. Any other information required by the Commission.

The Heirloom Collective CEO is registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom BeWell seeks a marijuana establishment agent registration, obtained within 30 days prior to submission.

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

The Agent registration card(s) is valid for one year from the date of issue, The Heirloom Collective will renew each The Heirloom Collective Agent Registration Card(s) on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card(s) for an Heirloom Collective Agent registration card(s), The Heirloom Collective will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card(s) has been lost or stolen.



All The Heirloom Collective Agents will carry the registration card(s) at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

## **VI. Background Checks**

The Heirloom Collective will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

**Application Process** - During the application process The Heirloom Collective will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes and will also comply with the Background Check Packet as outlined in 935 CMR 501.100;

1. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (All executives, managers, persons or entities having direct or indirect authority over the management, policies, security operations or cultivation operations of the Marijuana Establishment; close associates and members of the applicant, if any; and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Establishment including capital that is in the form of land or buildings);
2. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
  - a. The individual's full legal name and any aliases;
  - b. The individual's address;
  - c. The individual's date of birth;
  - d. A photocopy of the individual's driver's license or other government-issued identification card;
  - e. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - f. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
3. Relevant Background Check Information. Applicants for licensure will also be required to information detailing involvement in any criminal or civil or administrative matters:
  - a. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing marijuana for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military,



territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;

- c. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of marijuana for medical or recreational purposes;
- d. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
- e. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
- f. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
- g. Any other information required by the Commission.

The Heirloom Collective, Inc. will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

**VII. Background Checks Post Application Process** - For all Marijuana Establishment Agent Registrations not included in the application process, The Heirloom Collective will submit Marijuana Establishment Agent applications and any required documentation to the Commission for all required individuals. The Heirloom Collective will perform its own due diligence and background checks, which will include an iCORI check, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B, C and D of 935 CMR 500.802.

**VIII. Harassment and Discrimination Policy** - The Heirloom Collective, Inc. is committed to providing a work environment that is pleasant, professional, and free from intimidation, prejudice, hostility, discrimination or other offenses that might interfere with work performance.

#### **A. Equal Employment Opportunity**

It is the policy of The Heirloom Collective to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, color, religion, national origin, ancestry, sex, gender identity or expression, age, marriage or civil union status, physical or mental disability or handicap (disability), participation in discrimination



complaint-related activities, sexual orientation, place of birth, citizenship, genetic information, pregnancy, or active military or veteran status or any other characteristic that may protected applicable local, state or federal law.

This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination.

The Heirloom Collective expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, The Heirloom Collective will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on The Heirloom Collective operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with The Heirloom Collective in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), The Heirloom Collective provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. The Heirloom Collective may require medical certification of both the disability and the need for accommodation. Keep in mind that The Heirloom Collective can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Heirloom Collective will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

#### **A. What is Harassment**

Workplace harassment can take many forms. It may be, but is not limited to, words, signs, offensive jokes, cartoons, pictures, posters, pranks, intimidation, physical assaults or contact, or violence that substantially interferes with an individual's work performance or creates an intimidating, hostile, or offensive working environment. Harassment is not necessarily sexual in nature. It may also take the form of other activity, including derogatory statements, not directed to targeted employee but observed by the affected employee. Other prohibited conduct includes, but is not limited to, written material such as notes, photographs, cartoons, and articles of a harassing or offensive nature.

#### **B. Retaliation**

Retaliation of any sort will not be permitted. No adverse employment action will be taken against any employee who makes a good faith report of alleged harassment or discrimination or who participates in good faith in the investigation of such a complaint.

#### **C. Complaints of Harassment**





If any of our employees believes they have been subjected to harassment, the employee has the right to file a complaint with the Company. This may be done in writing or orally. If you would like to file a complaint you may do so by contacting Christie Freyenhagen, Human Resources Manager, [christie@theheirloomcollective.us](mailto:christie@theheirloomcollective.us), 87 Northfield Road Bernardston, MA 01337, 1-413-648-3273. This person is also available to discuss any concerns you may have and to provide information to you about the Company's policy on harassment and discrimination and the Company's complaint process.

#### **D. Harassment Investigation**

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action.

#### **E. Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.

#### **F. State and Federal Remedies**

In addition to the above, if you believe you have been subjected to harassment or discrimination, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300)

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000. Springfield Office: 424 Dwight Street, Rm. 220, Springfield, MA 01103, (413) 739-2145.



### **V.III. Sexual Harassment Policy**

It is the goal of The Heirloom Collective, Inc. to promote a workplace that is free of sexual harassment. Sexual harassment of employees occurring in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful and will not be tolerated by the Company.

Further, any retaliation against an individual who has complained about sexual harassment or retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is similarly unlawful and will not be tolerated. To achieve our goal of providing a workplace free from sexual harassment, the conduct that is described in this policy will not be tolerated and we have provided a procedure by which inappropriate conduct will be dealt with, if encountered by employees.

Because The Heirloom Collective takes allegations of sexual harassment seriously, we will respond promptly to complaints of sexual harassment and where it is determined that such inappropriate conduct has occurred, we will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action, up to and including termination, where appropriate.

Please note that while this policy sets forth our goals of promoting a workplace that is free of sexual harassment, the policy is not designed or intended to limit our authority to discipline or take remedial action for workplace conduct which we deem unacceptable, regardless of whether that conduct satisfies the definition of sexual harassment.

#### **Definition of Sexual Harassment In Massachusetts**

The legal definition for sexual harassment is this: "sexual harassment" means sexual advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

Submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or,

Such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

Under these definitions, direct or implied requests by a supervisor for sexual favors in exchange for actual or promised job benefits such as favorable reviews, salary increases, promotions, increased benefits, or continued employment constitutes sexual harassment.

The legal definition of sexual harassment is broad and in addition to the above examples, other sexually oriented conduct, whether it is intended or not, that is unwelcome and has the effect of creating a workplace environment that is hostile, offensive, intimidating, or humiliating to workers of any gender may also constitute sexual harassment.

While it is not possible to list all those additional circumstances that may constitute sexual harassment, the following are some examples of conduct which if unwelcome, may constitute sexual harassment depending upon the totality of the circumstances including the severity of the conduct and its pervasiveness:



- Unwelcome sexual advances -- whether they involve physical touching or not;
- Sexual epithets, jokes, written or oral references to sexual conduct, gossip regarding one's sex life, comment on an individual's body, comment about an individual's sexual activity, deficiencies, or prowess;
- Displaying sexually suggestive objects, pictures, cartoons;
- Unwelcome leering, whistling, brushing against the body, sexual gestures, suggestive or insulting comments;
- Inquiries into one's sexual experiences; and
- Discussion of one's sexual activities.

As stated above, retaliation against an individual who has complained about sexual harassment, and retaliation against individuals for cooperating with an investigation of a sexual harassment complaint is unlawful and will not be tolerated by the Company.

### **Complaints of Sexual Harassment**

If any of our employees believes that they have been subjected to sexual harassment, the employee has the right to file a complaint with the Company. This may be done in writing or orally. If you would like to file a complaint you may do so by contacting Christie Freyenhagen, Human Resources Manager, [christie@theheirloomcollective.us](mailto:christie@theheirloomcollective.us), 87 Northfield Road Bernardston, MA 01337, 1-413-648-3273. This person is also available to discuss any concerns you may have and to provide information to you about the Company's policy on sexual harassment and the Company's complaint process.

### **Sexual Harassment Investigation**

When we receive the complaint, we will promptly investigate the allegation in a fair and expeditious manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. Our investigation will include a private interview with the person filing the complaint and with witnesses. We will also interview the person alleged to have committed sexual harassment. When we have completed our investigation, we will, to the extent appropriate inform the person filing the complaint and the person alleged to have committed the conduct of the results of that investigation. If it is determined that inappropriate conduct has occurred, we will act promptly to eliminate the offending conduct, and where it is appropriate, we will also impose disciplinary action.

### **Disciplinary Action**

If it is determined that inappropriate conduct has been committed by one of our employees, we will take such action as is appropriate under the circumstances. Such action may range from counseling to termination from employment and may include such other forms of disciplinary action as we deem appropriate under the circumstances.



### **State and Federal Remedies**

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies.

Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

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### **VV. Americans with Disability Act**

The Heirloom Collection, Inc. strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. The Heirloom Collective judge's individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. The Heirloom Collective will provide reasonable accommodations to any persons with disabilities who require them, and who advise The Heirloom Collective of their particular needs. Information concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

### **VV1. Drug/Alcohol Free Workplace**

The Heirloom Collective is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on The Heirloom Collective premises or while using The Heirloom Collective vehicles or equipment, or at any location during work time. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug. Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program



will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### **Smoke Free Workplace**

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

### **Employee Diversion of Marijuana**

If a The Heirloom Collective Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card(s) confiscated. The Heirloom Collective will immediately be notified. The Chief Security Officer will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

### **Employee Handbook**

The Heirloom Collective will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with The Heirloom Collective, Inc. These subjects will include, but not be limited to;

1. The Heirloom Collective Mission and Vision
2. Organizational Structure
3. General Employment Policies
4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Confidentiality
9. Hours of Work
10. Compensation
11. Benefits
12. Code of Conduct
13. Code of Ethics
14. Code of Discipline
15. Training
16. Whistle-blower Policy

# The Heirloom Collective Diversity Plan

## Intent

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It is the policy of The Heirloom Collective, Inc. ("Heirloom") to foster equitable opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its programs. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Heirloom's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. Heirloom's founding team is committed to maintaining a workforce and environment which is diverse with regard to race/ethnicity, national origin, gender, age and sexual orientation. We are committed to hiring those best fit for the role.

Heirloom will comply with the requirements of 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

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

## Purpose

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The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure that Heirloom is a diverse and inclusive company that promotes a discrimination-free work environment and providing opportunities for all employees to use their diverse talents to support the company's mission.

## Diversity Plan Populations ("Plan Populations")

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Heirloom is committed to a diverse and equitable workforce and will implement this plan to ensure access to employment (including management positions) and other relationships with the company. The demographics this plan promotes are outlined below:

### Plan Populations:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LGBTQ+.

## Goals

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The goals that Heirloom is committed to achieving through this plan and our vision include:

1. Make the Heirloom workplace and management team as diverse as possible to include qualified



employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor. Our goal is to have the following workforce demographic:

- 50% female.
  - 12% will be a minority, 2% veteran, 2% persons with a disability and 4% persons who are LGBTQ+.
2. Make the Heirloom workplace a safe, accepting, respectful, welcoming, comfortable and supportive place to work. Our Goal is to have a 75% retention rate among all employees and a 90% job satisfaction rate.
  3. Include as our suppliers, contractors and wholesale partners businesses owned by individuals defined in the Plan Populations. Our goal is to have our suppliers, contractors and wholesale partners be 8% Woman Owned, 8% Minority Owned, 2% Veteran Owned and 2% LGBTQ+ owned.

### **Recruitment and Hiring Plan**

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Heirloom looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and people of all gender identities and sexual orientations in the operation of our company to the extent possible. To promote diversity and equity Heirloom will;

1. The Heirloom hiring plan gives preference to individuals who are identified in the Plan Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate is hidden from the hiring manager during the application review process that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
  - This training will be completed within 60 days of hire or promotion and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites (i.e. Indeed, Monster.com) and on our social media presence (i.e. our website, LinkedIn Facebook etc.)
5. Use job descriptions that are catered to and appeal to diverse candidates as outlined in the article “5 Must-Do’s for Writing Inclusive Job Descriptions”.  
<https://business.linkedin.com/talent-solutions/blog/job-descriptions/2018/5-must-dos-for-writing-inclusive-job-descriptions>
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion, these include Mass CBA and Elevate NE. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Plan Populations and job postings that highlight our diversity hiring preference.

### **Inclusion Plan**

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**A comprehensive diversity and inclusion training program provides concrete ways to engage in respectful and positive interactions in the workplace while reducing discrimination and prejudice based**

**on factors such as gender, ethnicity, race, sexual orientation, age, religion, physical and mental ability, and socioeconomic status.** Heirloom is determined to provide a work environment that is a diverse and inclusive workplace. We encourage a broad range of opinions, ideas and perspectives that drives creativity, innovation and excellence. Our goal, which must be met, is to ensure that every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted. To ensure inclusion in our workplace Heirloom will:

1. Provide training to all employees regarding inclusion in the workplace
  - This training will be completed during onboarding and annually thereafter.
2. Provide advanced training to managers in their roles in fostering an inclusive workplace environment.
  - This training will be completed within 60 days of hire or promotion and annually thereafter.
3. Implementation of our Non-Discrimination, Harassment and Retaliation Policy. This policy includes provisions for responding to complaints, discipline for non-compliance and evaluation of the circumstances to see if this plan needs improvements.
4. Engage with independent outside resources to evaluate and make suggestions regarding inclusion in the Heirloom workplace.
5. Conduct annual surveys of all employees to compile information on job satisfaction, inclusion and the workplace environment.
  - The first survey will be completed 6 months after receiving Provisional License.
6. Conduct detailed exit interviews with all employees who leave the company to compile information on job satisfaction, inclusion and the workplace environment.

### **Supplier Diversity Plan**

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Heirloom is committed to utilizing, to the extent possible, minority-owned, women owned, veteran owned, LGBT-owned and businesses owned by persons with disabilities as suppliers, contractors and wholesale partners. Heirloom recognizes that sourcing products and services from previously under-used suppliers helps to sustain and progressively transform a company's supply chain, thus quantitatively reflecting the demographics of the community in which it operates by recording transactions with diverse suppliers. To that end, Heirloom will give preference to these individuals and companies.

1. Heirloom will compile data on all suppliers, contractors and wholesale partners as to the demographics of the ownership and employees.
2. When sourcing services with suppliers, contractors and wholesale partners we will clearly promote the preference outlined above.

### **Measurement and Accountability**

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Quarterly, the executive management team along with the Human Resources Director will meet and review the progress of this plan and to make adjustments and changes if necessary.

60 days prior to our license renewal date, and annually thereafter Heirloom will produce a comprehensive report that will be made available to the Commission for review during the renewal process.

This report will include the following metrics that will be used to measure the progress or success of the

Plan. At a minimum this data will include:

1. All attempts to hire;
2. Actual hires;
3. Demographics of all employees and applicants;
4. Employee training, pay, benefits and advancement;
5. Data compiled from the annual employee survey and from exit interviews;
6. Training records for employees, managers and hiring managers;
7. The number and percentage of suppliers, contractors and other partners that meet the criteria identified in the Plan Population; and
8. A comprehensive ledger on all expenses, contracts and agreements that includes whether or not the expense is a qualifying one under this plan's goals.

This report to be made available to the Commonwealth of Massachusetts, the Town of Bernardston, Town of Hadley, Town of Amherst and the City of Greenfield. Heirloom Managers and appropriate community stakeholders will meet to discuss the report and make any necessary adjustments.