



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Cultivator

General Information:

License Number: MC282234

Original Issued Date: 07/14/2020

Issued Date: 07/14/2020

Expiration Date: 07/14/2021

Payment Received: \$1250 Payment Required: \$1250

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Fuego Farms Inc.

Phone Number: 774-488-9226 Email Address: Shane.Hyde.Fuego@gmail.com

Business Address 1: 254 Newhill Ave.

Business Address 2:

Business City: Somerset Business State: MA

Business Zip Code: 02726

Mailing Address 1: 77 Pond Street

Mailing Address 2:

Mailing City: Sharon Mailing State: MA

Mailing Zip Code: 02067

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 39.7 Percentage Of Control: 39.7

Role: Owner / Partner Other Role: President & Co-CEO

First Name: Shane Last Name: Hyde Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 39.7 Percentage Of Control: 39.7

Role: Owner / Partner Other Role: Treasurer & Co-CEO

First Name: George Last Name: Friedlander Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 5.2 Percentage Of Control: 5.2

Role: Owner / Partner Other Role: Corporate Secretary & Head of Client Service

First Name: William Last Name: Hyde Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: 2.5 Percentage Of Control: 2.5

Role: Board Member Other Role: Senior Adviser

First Name: Daniel Last Name: Gillan Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: 6.8 Percentage Of Control: 6.8

Role: Owner / Partner Other Role: Investor

First Name: James Last Name: Macy Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Ownership: 1.7 Percentage Of Control: 1.7

Role: Owner / Partner Other Role: Chief Security Officer

First Name: Aaron Last Name: Washington Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

Percentage Of Ownership: 2.2

Percentage Of Control: 2.2

Role: Owner / Partner

Other Role: Company Attorney

First Name: Samuel

Last Name: Reef

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

Percentage Of Ownership: 2.2

Percentage Of Control: 2.2

Role: Owner / Partner

Other Role: Company Attorney

First Name: James

Last Name: Glaser

Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: James

Last Name: Macy

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$300000

Percentage of Initial Capital: 100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 370 Wareham Street

Establishment Address 2: Lot 2

Establishment City: Middleborough

Establishment Zip Code: 02346

Approximate square footage of the Establishment: 26800

How many abutters does this property have?: 39

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

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft.

Cultivation Environment: Indoor

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Host Agreement Agreement Certification Form.pdf	pdf	5d1427b833099617d794765b	06/26/2019
Community Outreach Meeting Documentation	Community Outreach Stamped Meeting Notices.pdf	pdf	5d1427d5acc50017edd64cba	06/26/2019
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation Form.pdf	pdf	5d1427e9fe6a8617e2090f56	06/26/2019
Community Outreach Meeting Documentation	Middleboro Gazette May 16th Issue Community Outreach Notice.pdf	pdf	5d142aca58ad7e1336c29ef0	06/26/2019
Community Outreach Meeting Documentation	Letter Sent to Abutters.pdf	pdf	5d142bae33099617d794766b	06/26/2019
Plan to Remain Compliant with Local Zoning	Plan to Adhere to Local Zoning Requirements.pdf	pdf	5dc757bb74bb15534cd4b6f7	11/09/2019
Community Outreach Meeting Documentation	Receipt of Abutter Letters 1 Redacted.pdf	pdf	5e07a5d038f8ab571d6e2ceb	12/28/2019
Community Outreach Meeting Documentation	Receipt of Abutter Letters 2 Redacted.pdf	pdf	5e07a5d7fab70557127f00cc	12/28/2019

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
Other	Fuego Farms C3RN Donation Contract.pdf	pdf	5d1553cdbbb965134133e429	06/27/2019
Plan for Positive Impact	Positive Impact Plan for Fuego Farms.pdf	pdf	5e3d68c6813339048c3fba8a	02/07/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role: President & Co-CEO

First Name: Shane

Last Name: Hyde Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role: Treasurer & Co-CEO

First Name: George

Last Name: Friedlander **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: Owner / Partner

Other Role: Corporate Secretary & Head of Client Service

First Name: William

Last Name: Hyde **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 4

Role: Board Member

Other Role: Senior Adviser

First Name: Daniel

Last Name: Gillan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 5

Role: Owner / Partner

Other Role: Investor

First Name: James

Last Name: Macy **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Owner / Partner

Other Role: Chief Security Officer

First Name: Aaron

Last Name: Washington **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 7

Role: Owner / Partner

Other Role: Company Attorney

First Name: Samuel

Last Name: Reef **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 8

Role: Owner / Partner

Other Role: Company Attorney

First Name: James

Last Name: Glaser **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Bylaws	Corporate Bylaws.pdf	pdf	5d12e6d3622b7c1357f7387b	06/25/2019
Secretary of Commonwealth - Certificate of Good Standing	Certificate of Good Standing - Sec. of Commonwealth Corp Div..pdf	pdf	5d12e7dc69291617ba8624d1	06/25/2019
Articles of Organization	Articles of Organization.pdf	pdf	5d14212c13edb917cc1ff92c	06/26/2019
Department of Revenue - Certificate of Good standing	Certificate of Good Standing - Dept. of Rev.pdf	pdf	5d154924722cea17c12635a4	06/27/2019

No documents uploaded

Massachusetts Business Identification Number: 001365721

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Fuego Farms Business Plan Application Version.pdf	pdf	5d1551ae13edb917cc1ffc1b	06/27/2019
Plan for Liability Insurance	Company Insurance Plan Overview.pdf	pdf	5d155f1a33099617d79479bd	06/27/2019
Proposed Timeline	_Projected Start-Up Timeline 12.28.pdf	pdf	5e07ac8638abaf57497ab295	12/28/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Maintaining of financial records	Financial, Accounting and Audit Procedures.pdf	pdf	5d16ab9341a4321320f2b00c	06/28/2019
Security plan	Security Policy.pdf	pdf	5d16ae2413edb917cc1fff3a	06/28/2019
Quality control and testing	Quality Control & Testing (FULL).pdf	pdf	5db5ddc4b207f82b12a94902	10/27/2019
Inventory procedures	Inventory Policies (FULL).pdf	pdf	5db5de4d90352a2b339add94	10/27/2019
Transportation of marijuana	Transportation (FULL).pdf	pdf	5db5df8f6b4e192b1d272d47	10/27/2019
Prevention of diversion	Diversion Prevention Plan (FULL) .pdf	pdf	5db60b65572d3130006a4984	10/27/2019
Storage of marijuana	Storage of Marijuana (FULL).pdf	pdf	5dcb3d53fd468857b99bbb7c	11/12/2019
Diversity plan	Diversity Plan.pdf	pdf	5e0a6017541f65570b947d6d	12/30/2019
Record Keeping procedures	Record Keeping (FULL).pdf	pdf	5e0a601f38abaf57497ab6b1	12/30/2019
Personnel policies including background checks	Personnel Policies (including Staffing Plan).pdf	pdf	5e0a602cfe65bd575070267b	12/30/2019
Qualifications and training	Training Plan.pdf	pdf	5e0a60345e2d54535a9c2bf9	12/30/2019
Restricting Access to age 21 and older	Restricting Access to Individuals under the Age of 21.pdf	pdf	5e0a60422f1a06531139762e	12/30/2019

ATTESTATIONS

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

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

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

Notification: I Understand

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

I 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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	Monday To: Open 24 Hours
Tuesday From: Open 24 Hours	Tuesday To: Open 24 Hours
Wednesday From: Open 24 Hours	Wednesday To: Open 24 Hours
Thursday From: Open 24 Hours	Thursday To: Open 24 Hours
Friday From: Open 24 Hours	Friday To: Open 24 Hours
Saturday From: Open 24 Hours	Saturday To: Open 24 Hours
Sunday From: Open 24 Hours	Sunday To: Open 24 Hours

FUEGO FARMS INC

Executive Summary

Fuego Farms is a new company which proposes to enter the now legal recreational cannabis market of Massachusetts. Initially, we will be operating in the cultivation and product manufacturing spheres of the industry with an eye on expanding to other segments in the impending future. In short, we plan to complete an entire vertically integrated chain with the intention of becoming a recognized brand in the industry, known for its high-quality organic product.

Headquartered in the rural community of Middleborough, our cultivation activities will take place in 3,600 sq. ft. state of the art Weatherport commercial greenhouses designed specifically for the cost-effective growth of cannabis. We will begin with 3 greenhouses, with near immediate expansion to 5 within a year. These greenhouses will be located behind and connected to a new industrial high-bay warehouse currently being constructed by the property owners. In this building, we will have a 6,800 sq. ft. space for all the post-cultivation processing, cannabis manufacturing, and packaging activities. A 2,000 sq. ft. second floor will also be built that will house all the administrative office areas. We plan on further cultivation-based expansion to reach our goal of thirty greenhouses within 5 years, all of which can take place on the same property due to its size. Corresponding growth to our manufacturing capabilities will happen in parallel as more and more cultivated product is available to create a diverse line of cannabis derived products. However, expansion will not only be limited to cultivation and manufacturing. An anticipated offsite growth into the different segments of the cannabis industry is also planned within the first 5 years of operations. Moreover, businesses such as direct to consumer delivery services, and social use spaces (such as lounges, cafes, and clubs like those in Amsterdam) will be allowed in the Massachusetts market, and will become a significant part of our portfolio in order to bring our product directly to the people in a unique fashion, compared to the brick and mortar retail dispensaries you see today.

We intend to grow a diverse range of strains in a pristine environment that replicates the natural conditions of the many types of cannabis plants found all over the world in varying climates. Cultivating in a purely organic no-till manner, our method will serve as a distinct competitive edge over the mass-produced cannabis of large agro-corporations. In effect, this will result in a higher quality product that will be distinct from the rest for both the experienced, and first-time cannabis smoker. Another main competitive advantage, in an economic sense from our cultivation strategy, is growing in an environment that uses the sun as the plant's primary energy source. Not only does this increase the organic nature and quality of our product; it will also allow us to cultivate at a much lower operating cost than the electricity guzzling indoor operations prevalent in the Massachusetts market. Ultimately, this will dually allow us to take advantage of higher profit margins during the market's inception and the flexibility to survive lower wholesale prices as it matures.

Our manufacturing operation will center around a restaurant-grade industrial kitchen in combination with laboratories using the latest in cannabis-extraction technology. With this setup, we can produce a wide range of cannabis-infused products, ranging from organic health products to the more traditional treats, oils, and vape pens ready for mass production using both solvent and solventless extraction methods.

We will distinguish ourselves through unique branding, messaging, and marketing that will highlight our product quality, organicity and diversity. With this strategy in mind, we will develop three distinct brands under the Fuego Farms umbrella; one for the smoker, one for the health conscious, and one for the food lover. This will create three separate avenues for us to create valuable, and recognizable brands, all centered around our high-quality and organically grown product. By coming to market early in Massachusetts, and the whole East Coast in general (the recreational market finally kicked off in November 2018), we can secure significant market share by creating a strong demand with the goal of establishing loyal customers of each our three brands and their associated products. This will put us in a strong position to expand across state lines, first here in the Northeast, and then throughout the country, when state and national borders open to cannabis businesses, ultimately bringing us closer to achieving our goal of becoming a nationally recognized cannabis brand. With our specialized knowledge,

hands-on experience, and proven track record, most importantly, we believe we have the team in place to execute this plan and achieve our goals.



Interior of a Weatherport Greenhouse



Example of Manufacturing Lab

Company Mission Statement

To seek long-term profitable growth by creating and providing high-quality, organic cannabis flower and products to consumers across the country.

Main Goals:

- ✓ To construct a fully compliant cannabis cultivation and manufacturing facility in the state of Massachusetts.
- ✓ To develop three brands of product that become synonymous with superior quality within the industry.
- ✓ To stay in compliance with all state and local cannabis regulations and laws in order to establish a reputation of honesty that will help de-vilify an industry with a troubled past.

- ✓ To be prepared for national expansion as Federal laws adjust and evolve to the benefit of the cannabis industry.
- ✓ To cultivate relationships with dispensaries, manufacturers, and other licensed buyers in Massachusetts & beyond.
- ✓ To give back to the community and play a part in enabling them to become more comfortable and accustomed to our presence and industry. Moreover, a more accepting community will result in benefits for both the town's people and the company.
- ✓ To expand into the different areas of the industry to achieve full vertical integration.
- ✓ Become an industry leader in the research, innovation, and high-level product development of patentable applications in the medical and sciences sectors.

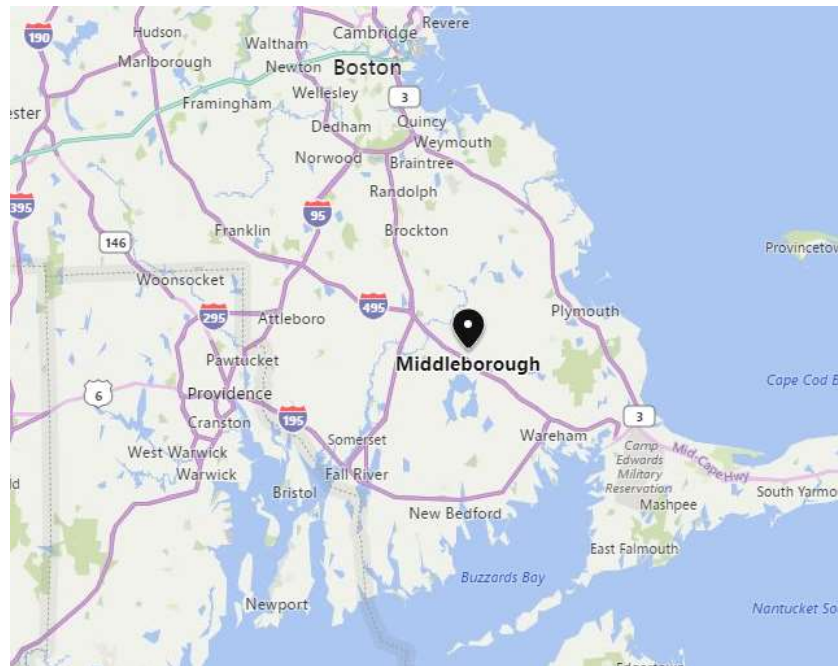
Projected Start of Operations

Fuego Farms anticipates beginning operations in early 2020 after receiving final approval from the state Cannabis Control Commission. (subject to change based on licensing, financing, and grow-space construction).

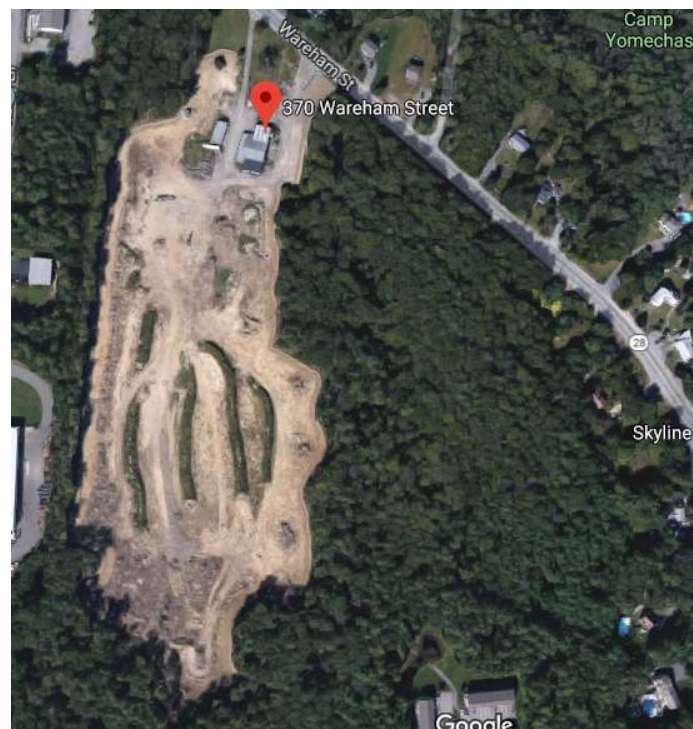
Location

The Fuego Farms facility will be located in the town of Middleborough, Massachusetts. The address of the property is 370 Wareham Street. It is a 27-acre property that is already zoned for recreational cannabis business operations by the town. The owners of this property are currently developing it into a miniature industrial park, constructing four 20,000 sq. ft. high-bay industrial warehouses with the target customers being cannabis companies. Fuego will lease a 6,800 sq. ft. space in one of these buildings with a plan to build a 2,000 sq. ft. second floor. We will also lease a half acre behind our building for our five initial greenhouses. There is also over ten zoned acres owned but not currently being developed by the landowners, that would fit our additional 25 greenhouses, and accompanied processing areas for our second phase of expansion. Discussions have already been had with the landowners that our greenhouses are compatible with this undeveloped land and are willing to work with us to make that expansion

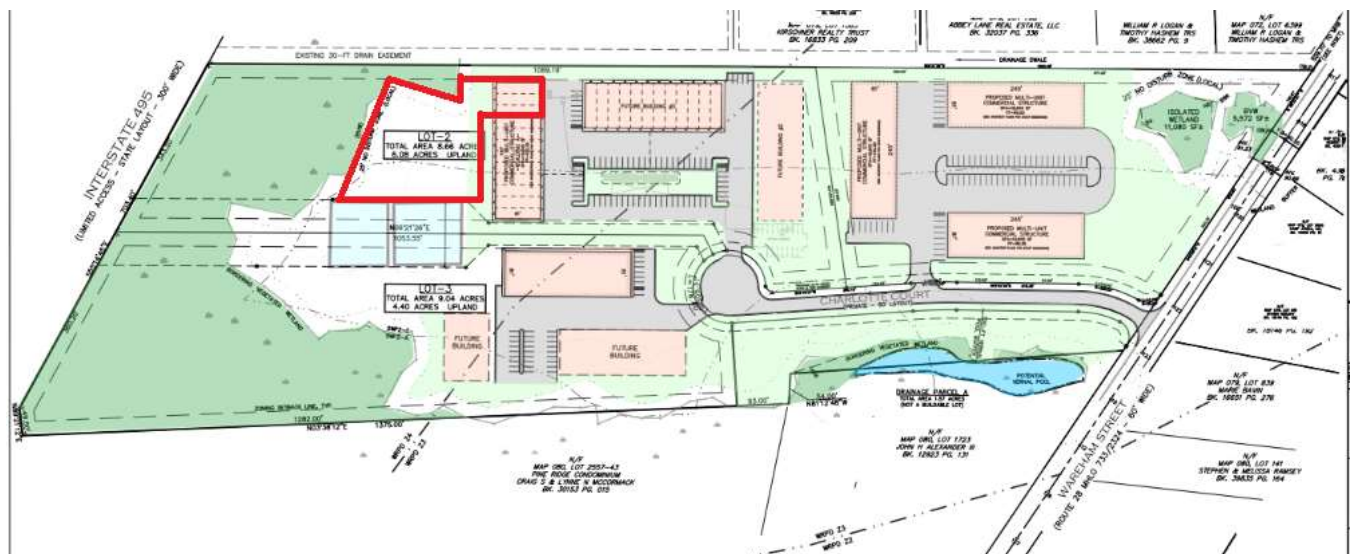
possible. A more in-depth analysis into the location and what benefits it offers will be discussed later in the operations section of this business plan.



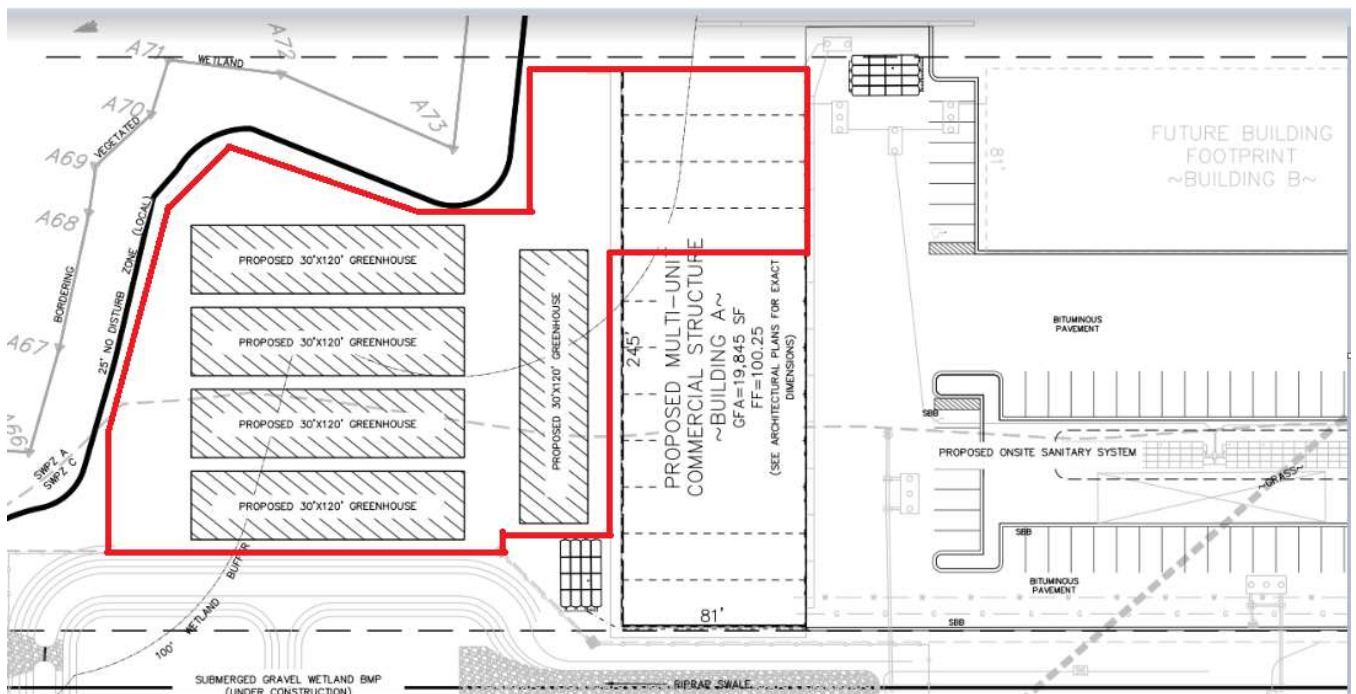
Location of Middleborough



Satellite View of 370 Williams Street, Dighton (forest area to right is future usable land)



Property Site Map with outline of our leased area that includes both the greenhouse & building space (pink area within red outline)



Greenhouse & Building Site Plan

Our Product Strategy

Cultivation

On the cultivation side, a large catalog of diverse strains will be available for wholesale to our customers grown primarily in an organic no-till method. This catalog will range from well-known staples to more unique and rare strains not found in most dispensaries (even on the West Coast). With our first three greenhouses, we will have a sellable product within four months consisting of eight different strains. When greenhouse expansion occurs, new strains will be added to the catalog. These future strains will be grown with a variety of cultivation methods to provide a diverse selection to prospective customers. Concurrently, the company will begin creating unique cannabis genetics to create strains that aren't available anywhere else in the marketplace. All strains will be grown in a 100% organic fashion to stay true to one of the core branding pillars of our company. The common strains will provide a reliable and constant cash flow to the business, while unique strains and inhouse researched genetics marketed as a premium product will enhance the value of the entire brand.

While in the past greenhouse-grown product was generally regarded as lower quality, the growth of the industry has resulted in greenhouse companies to invest in creating more technically advanced structures that are tailormade for the growth of cannabis plants that match the quality of indoor grows (currently Massachusetts cultivators are almost exclusively indoor operations). We plan on investing in the very best of these new era greenhouses in order to provide the high quality our brand is centered on. Our company thus gains the best of both worlds, reducing start-up and operational costs while maintaining high quality.

Essentially, this results in a much higher profit margin that will initially allow us to expand quickly (greenhouse expansion is also exponentially easier and cheaper than expanding an indoor operation), while in the long run protect us from lowering wholesale prices as the market matures. Higher margins will also allow us the option to dictate the market by cutting prices and putting our indoor competitors out of business. While we anticipate the cultivation industry to eventually move to these high-tech greenhouses in mass, Fuego being early

adopters will allow us to perfect methods sooner and stay ahead of the curve with regards to our competitors.



Example of Organic No-Till

Manufacturing

The proposed product manufacturing facility will feature initially three main brands with a diverse line of products that cater to different segments of the cannabis market. Combining emerging solventless extraction technology, with traditional solvent extraction methods, we intend to develop and bring to market various extracts, edibles, and topical products that satisfy multiple high demand verticals. The core of the manufacturing business will revolve around mass production of perfected and standardized recipes. Like the common strains we plan to cultivate, these products will provide constant cash flow to the company. However, an equally important part of this side of the business will be creating unique products that differentiate us from other manufactures.

The mass production category will center on cannabis staples that everyone who is looking to get high knows and loves, such as brownies, cookies, and candies. Along with these edibles, this category will also include extracts such as hash, rosin, and the quickly growing and highly profitable vape pen cartridge, which is increasingly becoming the preferred method to consume cannabis. More traditional solvent-based extraction methodologies will be used to create these products. These products will be marketed under the Fuego Farms brand in conjunction with our cultivated flower.

Our first initial specialty brand will focus on the health-conscious cannabis consumer. Named **Erva Extracts**, this brand will provide a line of cannabis infused products such as creams, balms, and other tinctures. These products will have the health of the consumer in mind starting from the organically grown product it is derived from, all the way through to the transformation (centered around solventless extraction) and packaging. We will also devote a majority of our R&D resources towards this brand to develop more products that help people. Eventually, when cannabis is more accepted at a national level, our company will explore partnering with established pharmaceutical firms in order to deliver the medicinal benefits of products to the public.

Our second initial specialty brand will focus on gourmet cannabis infused food, called **Elite Edibles**. Taking advantage of our commercial kitchen in partnering with highly skilled local chefs, we plan on creating an assortment of cannabis dishes, ranging from entrees to luxury desserts, that will be found nowhere else in Massachusetts. With the dual focus of providing good food and good cannabis, different dishes will always be created to keep loyal and captivated cannabis foodies. While initially only sold in dispensaries (meaning we will pay close attention to shelf life), Massachusetts has laws in place for future cannabis social establishments, such as restaurants and coffee shops, who would automatically become our ideal customer for this product line.

Outside of the three main brands of products above, our manufacturing infrastructure will allow us to partner with other companies in need of space to produce their own unique goods. We will actively look for and enter these types of partnerships, as it will diversify our sources of revenue in a cost-effective manner (opposed to spending heavily inhouse on R&D).

While these products and related strategies are quite different, they will all be managed together with the focus and success of the company in mind. We will also be looking towards the future, seeking opportunities and whitespace our current brands, and perhaps a new trajectory can be taken advantage of and pursued.

Expansion

There will be two distinct forms of expansion that Fuego Farms will go through. First and foremost, will be the expansion in the cultivation and manufacturing sectors through the building of more greenhouses, potentially outdoor grow space, and manufacturing labs and equipment.

The other main avenue of expansion will be into the different sectors of the cannabis industry. Massachusetts cannabis law allows two currently nationally unique business types, Social Use Entablements (such as cafes, restaurants, clubs, etc.) and Home-Delivery Services. While the regulations haven't been finalized, many expect these types of businesses to be common within a few years. Fuego will expand into both in the effort to bring our products directly to the customer, thus completing our vertically integrated chain.

Finally, in all aspects of the business we intend to expand beyond Massachusetts' borders. First entering the rest of New England and on to national expansion. With a successful brand and capital on hand, this expansion is easily feasible, as you can see from Canadian companies' acquisitions in the US market today.

Company Structure

Fuego Farms is set up as a C-Corp, with the owners being shareholders of the company. There will be two classes of shares, preferred and common. Preferred stock will be granted to investors of the company and will enjoy payout seniority over the common stockholders in sale, merger, and liquidation scenarios in order to reduce the risk on their investment. Common stock will be granted to the founders, employees, and others who provide services to the company in exchange for equity. Both classes of shares will be equal in all other rights, including dividend distributions, voting rights, and others granted to them via the Corporate Bylaws. There will be initially 100,000 total shares authorized, 70,000 Common and 30,000 Preferred.

The C-Corp structure is selected due to two main reasons. One is the recent tax law changes that both lowered the corporate tax rate and granted numerous advantages to companies'

spending on capital expenditures (which we will be extensively in the beginning of our company on items such as greenhouses, lab equipment, etc.) The second is the protection C-Corps provide their owners in personal liability.

Management Structure

The management of the company will follow the governance structure embodied in our Corporate Bylaws. The day to day management will be done by a trio of Chief Executive Officers, each responsible for their own respective areas of cultivation, manufacturing and the back office. This format will allow each Co-CEO to concentrate on their own area of responsibility with greater focus. For management decisions that affect the firm overall, the three CEOs will come together to decide by committee, and vote on the appropriate action to take. The Corporate Bylaws will clearly illustrate in what capacity, and when these votes occur. The three CEOs will be the only initial officers in the company. Other future officers, such as the Chief Financial Officer, will all report to one of the CEOs, depending on the officer's duties.

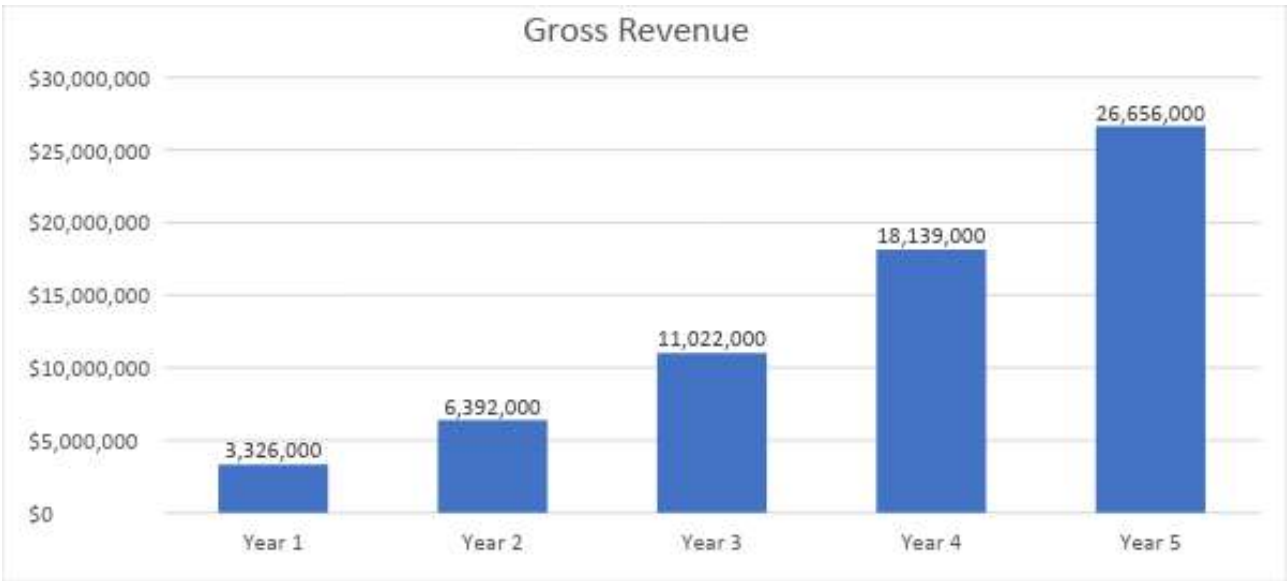
The three CEOs will be overseen by a Board of Directors, consisting of seven members, including the Chairman. The Board will be the primary decision-making body for major company decisions and are charged to represent the shareholders' best interests. The powers of the Board will be clearly defined by our Corporate Bylaws. One of the main powers of the Board will be to hold management accountable. The initial Board members will be picked by the founders, with the Bylaws stating to have three in management, three to the principal investors, and one neutral third party. This will allow the Board the true independence it needs to operate effectively. Each Board member will be to serve two-year terms.

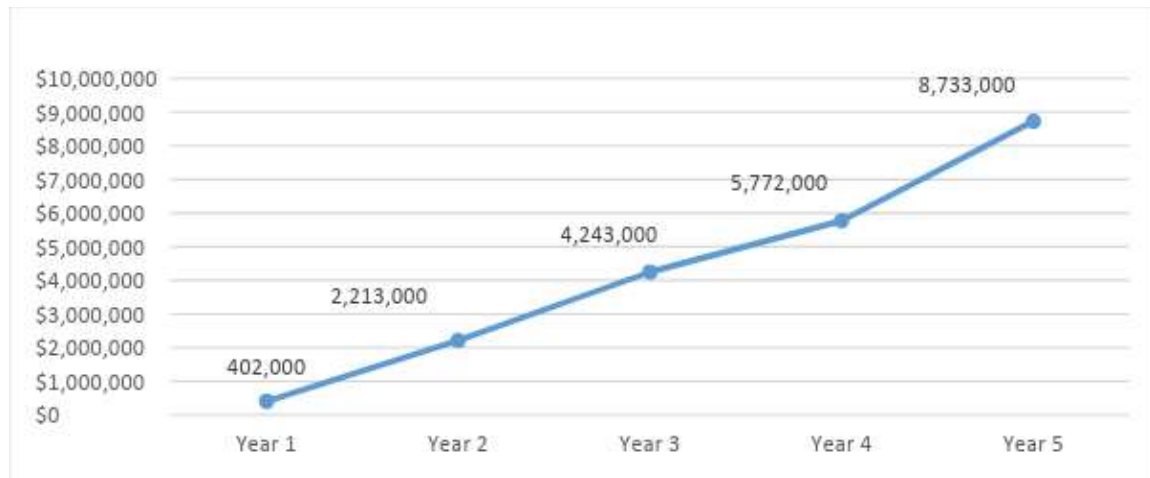
Another key aspect of our management structure will be vesting schedules. Management and founders will have their equity vested over time to ensure shares are distributed to those that help the company grow and prosper. There will be accountability in Fuego, no matter their position or ranking.

Five Year Financial Forecast Snapshot

The following charts provide a forecast for some key financial metrics for the first phase of Fuego. These forecasts below show what we expect to achieve on this site with the two industries we want to begin with, cultivation & manufacturing. So, it should be kept in mind that the forecasts don't depict out of state expansion, other ancillary companies and endeavors (including a potential CBD subsidiary), the value of potential IP from uniquely made strains and products or the value of the brand itself. A section later in the plan will provide greater detail of different financial and operational metrics for the business. The forecast detail is available upon request via Excel spreadsheets (with comments) for a more in-depth analysis on how these charts were generated.

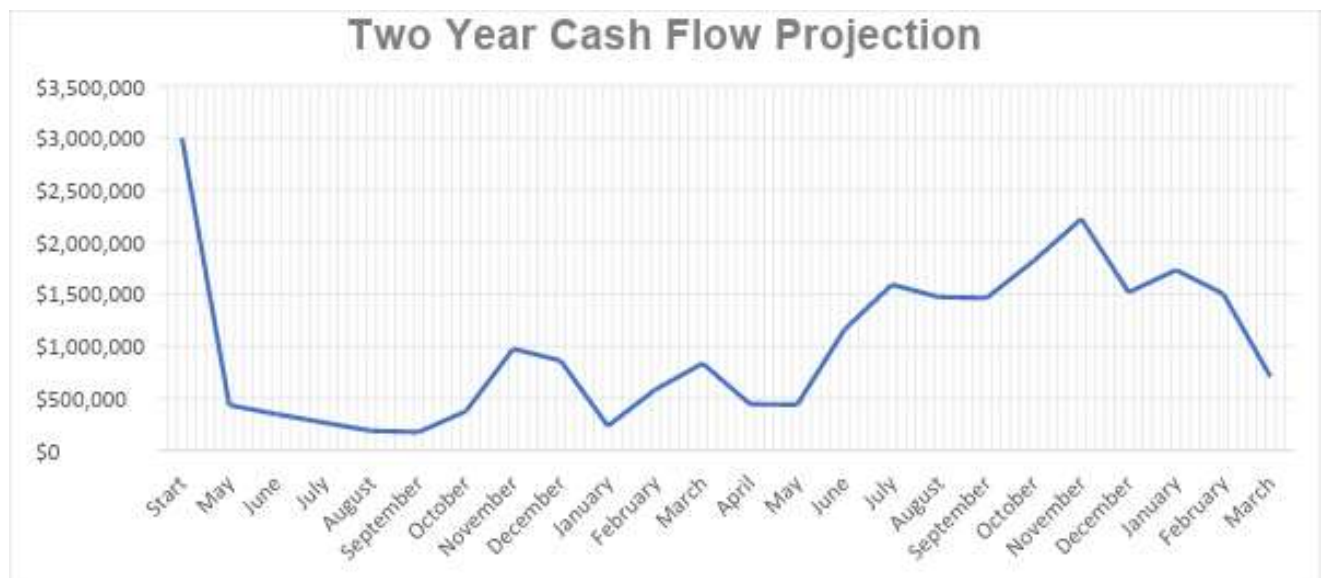
Revenue & Net Profit





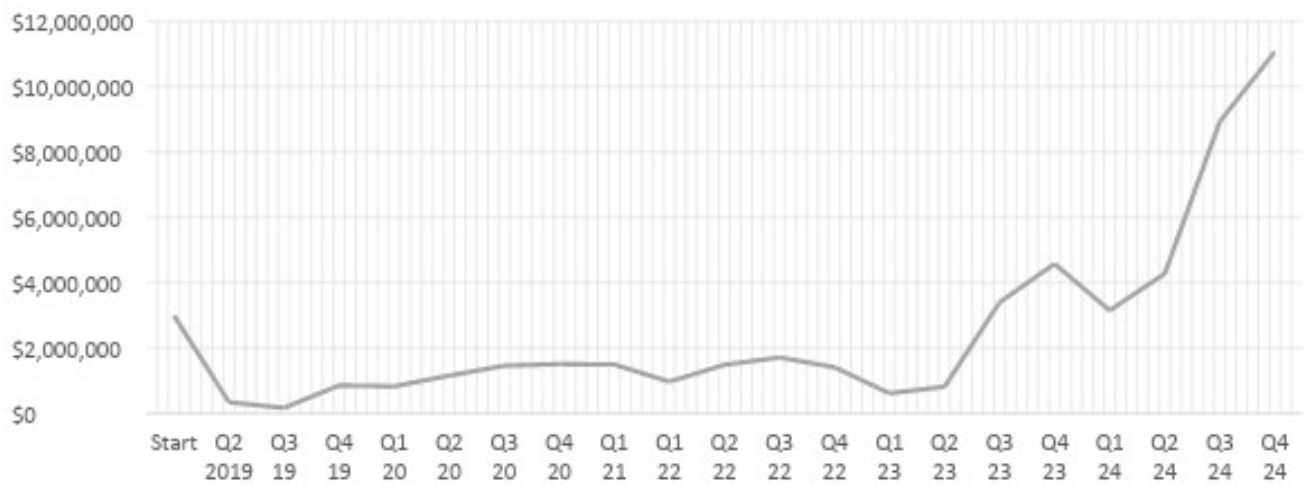
Net Profit After Taxes Forecast (does not include CAPEX expenditures).

Cash Flow

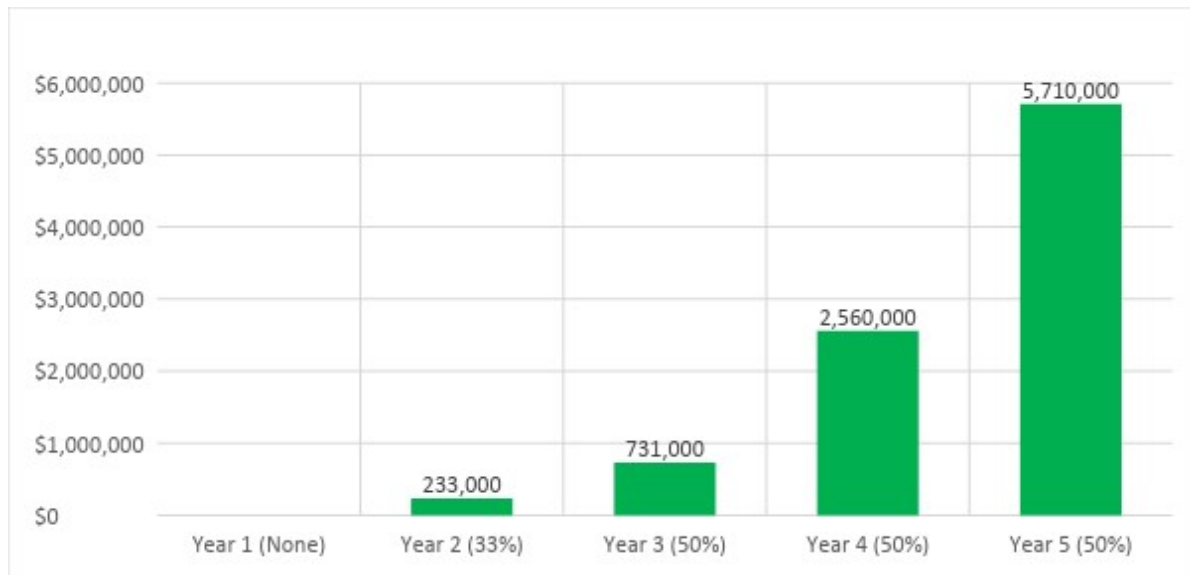


Initial Drop Due to Site Set-Up (CAPEX)

Five Year Cash Flow Projection



Dividend Distributions





Company Valuation



This was calculated based on the Income Method of company valuation, using projected revenues. ([Link](#) to Valuation Explanation)

Start-Up Cost Summary

The total capitalization that is required for the greenhouses, buildout, and initial operational costs for the Middleborough location is approximately **\$3,000,000**. This amount of capital would cover all capital investments, the costs of our first harvest cycle in addition to starting out substantially in the manufacturing area. There are also financial resources allocated to begin our marketing campaign out on the right trajectory, and at the level necessary to not only compete but take advantage of our early Massachusetts market entry and build one of the first recognizable East Coast brands. A safeguard amount to protect against the unpredictable is also budgeted in, along with a small amount earmarked for our CBD subsidiary.

The following start-up projection is based on our favored operation setup using three WeatherPort greenhouses, commercial kitchen and solvent-extraction lab. We believe starting any smaller would prevent us from fully executing our advantage of being early to the Massachusetts market, and potentially being muscled out (as is common to smaller companies in states such as Washington).

	<i>Expenses</i>	
<i>CAPEX</i>		
	Greenhouse Set-Up Costs	862,300
	Lab & Auxiliary Space Build-Out	750,000
	Electric Infrastructure Set-Up	-
	Natural Gas Infrastructure Set-Up	-
	Security Set Up (Non-Greenhouse)	75,000
	Main Site Water Storage & Lines Set-Up	7,500
	Transport Van	25,000
	Cloning Room System	2,500
	Fencing	30,000
	Manufacturing Equipment	500,000
	Initial Cannabis Genetics	5,000
	Vestibule	50,000
	Site Planning & Town Building Fees	50,000
	Total	2,257,300
<i>OPEX (Before First Harvest Sale - 5 Months From Start of Ops)</i>		
	Electric	33,800
	Natural Gas & Water	12,700
	Labor - Staff	113,900
	Labor - Management	229,000
	Legal / Other Fees	2,500
	Property Lease Payment	121,200
	Inventory System	11,800
	Office Expenses	1,000
	Insurance	7,000
	Marketing	30,000
	Nutrients / Plant Supplies	7,500
	Security Opex	2,500
	Manufacturing Production Costs	250,740
	Product Testing	18,600
	Cost of Banking	25,000
	Misc.	40,000
	Total	907,240
<i>Safeguard Funds (15% Funds Required)</i>		
		358,000
<i>Manufacturing Revenue (Prior to First Harvest Sale)</i>		
		473,150
<i>Total (CAPEX + OPEX + Safeguard Funds - Man. Rev.)</i>		
	Min. Required (Rounded to nearest \$10k.)	3,050,000

The Team

Shane Hyde – Shane is from Somerset, Massachusetts, graduating from Somerset High School in 2009. Subsequently, he attended the University of Tampa, where he graduated with a degree in finance with a concentration in accounting in 2013. After one year working as an auditor at the big four accounting firm PWC in Tampa, Shane moved to Stamford, Connecticut and accepted a role at the hedge fund Bridgewater Associates at the end of 2014. Having a position in the Finance Department, Shane helps managing the expenses and revenues in the world's largest hedge fund (with assets under manager nearing 180 billion) with a focus on project management and process development. With four years of employment there, Shane has learned how a world class organization runs and operates, including how a unique culture of radical truth and transparency between colleagues better both the individual and the firm. Shane's financial/accounting skills along with his project management experience will greatly help Fuego run as a profitable entity that always stays in compliance with tax and industry regulations. He will also be instrumental in systematizing the processes that would run throughout the company. Most importantly, he will implement the same culture that demands open thought and meaningful disagreement to ensure that Fuego operates as an idea meritocracy in the same fashion as Bridgewater, with the goal of emulating the latter's unique success in its respective industry. Shane's initial management position will be Co-CEO and Head of Back Office.

George Friedlander – George is from Fall River, MA. After graduating Durfee Highschool in 2006 he worked at Amtrak for 3 years in South Boston. After leaving Amtrak he followed his passion of growing cannabis by traveling to the mountains of Northern California, where he learned the trade. He has helped with the startup of trademarked "Dank Granny" by MedPro, a medical company based in California. His methods of growing are not that of the usual cannabis cultivation. He encourages "No Till Organic" regenerative agricultural techniques that are not common amongst cannabis cultivators. He strives to provide people with the knowledge and understanding of cannabis, teaching them the benefits of the plant and how it can positively

impact people's lives as medicine. George is a Social Equity Program Applicant based on his past marijuana drug legal history, and his residence within an area of disproportionate impact below the poverty level. George's initial management position will be Co-CEO and Head of Cultivation.

Nick Mattos – Nicolas is a Massachusetts native. He has close to a decade of professional experience in several industries focusing on Logistics and Operational Efficiencies. After he obtained degrees in Operations Management and Human Resources from the University of Massachusetts Dartmouth, Nick focused on his career allowing him to hold multiple titles and levels of operational responsibility. His passion for organizational development and behavior was a driving force in his decision to pursue opportunities in the Cannabis field. He has always maintained a passion for Cannabis and gravitated toward the prospect of becoming a pioneer in how cannabis as a business model would be used to benefit both consumers and the communities in which these businesses operate. Since the legalization of Cannabis in his home state of Massachusetts, Nick has studied cultivation methods and their impact on the cannabis plant, and in turn the cannabis consumer. Since legalization, Nick has accrued 3 years of cultivation experience that earned him a cultivation position at a commercial medical cannabis facility here in Massachusetts. He shares the aspiration for a true wholly organic product both in its production methods and in turn its environmental impact. Nick's initial management position will be Vice President of Cultivation. He will strive to transition into a Chief Operations role as that need becomes available in the future.

Desmond Hyde - Desmond Hyde graduated from Somerset Berkley high school in 2015 and continued his higher education at Bristol Community College, becoming a business transfer student in the UMASS state transfer program. After acquiring his Associates, he transferred to UMASS Dartmouth and is currently attending the University. Desmond has always had a passion for cannabis, and believes the negative connotations and misinformation surrounding the plant has created a unique opportunity for our company to inform communities about the positive benefits and impact of cannabis. Desmond is a Social Equity Program Applicant based on his marijuana related drug legal history. As Head of Client Services, Desmond will live for the

Fuego brand, building strong customer relationships and ensuring Fuego's customers will always be back for more.

Dan Gillan - Dan, a native of Massachusetts, has worked extensively in the regulated cannabis industry in both California and Massachusetts. In 2016, he founded a solventless cannabis extractions company called Earthwise Extracts, operating in Santa Cruz and Los Angeles, California. In the fall of 2017, Dan was recruited by the CEO of Sira Naturals in Massachusetts to join the team as Product Development and Retail Training Manager. In this role, Dan implemented and trained the production team on proprietary solventless extraction processes as well as bringing to market several cutting-edge cannabis extraction products new to the MA market. He also developed and implemented operational and cannabis product training curriculums for retail teams across three retail RMD locations and developed operational SOPs used company wide. In 2007, prior to his cannabis experience, Dan started a media production company. As an entrepreneur and Media Director, Dan developed expertise in film and digital photography, video production, graphic design, printed materials, as well as marketing and business strategy. During the company's peak of operations, in 2013, a severe motor vehicle accident left Dan in critical condition with four broken vertebrae in his spine. Cannabis helped immensely with his recovery over the years and a passionate advocate was born. His personal story inspired his dedication to cannabis product development as he saw firsthand how it can positively impact people's lives. Combining his expertise in cannabis science with his entrepreneurial and operational experience (especially within the Massachusetts regulated medicinal market), Dan's unique perspective makes him an exceptional fit to create and grow a cannabis manufacturing business.

Aaron Washington – Aaron was a 28-year veteran of the Massachusetts State Police Force, serving 26 years within the state SWAT team, with the last 10 years as the SWAT team's head. Aaron was also in the Massachusetts National Guard for 28 years, serving primarily as military police. Since retiring, Aaron has owned his own security company, dealing primarily with security details for VIPs. Aaron will be serving as our Chief Security Officer and will lend his vast

experience to help Fuego set up a secure location and to develop robust security-related procedures.

Sam Reef – Sam is an attorney who owns his own practice in Sharon, MA who practices general law both within the state of Massachusetts and on a Federal level.

Jim Glaser – Jim is an attorney who owns his own practice in Sharon, MA who practices law within Massachusetts.

Full Plan

Our company has prepared a fully fleshed out plan that covers all facets of the business and it's intended strategies in a document that is over 270 pages long. The plan, broken down by the table of contents shown below, can be made available for the Commission's review at any point. Please reach out to Shane Hyde for further review.

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Company Insurance Plan Overview

Pursuant to the CCC regulations our company will acquire the types of Liability Insurance that fulfill the following requirements:

A. General Liability Insurance coverage for no less than 1 million dollars per occurrence and 2 million dollars in aggregate annually

B. Product Liability insurance coverage for no less than 1 million dollars per occurrence and 2 million dollars in aggregate annually.

C. Deductible shall be no higher than 5,000 \$ per occurrence

If for whatever reason, Fuego Farms is unable to secure insurance prior to the beginning of operations, we will commit \$250,000 to escrow in order to provide coverage for any potential liability.

All documents showing insurance policies shall be maintained via our Financial Records Policy, and kept on hand at all times to provide proof to the Commision.

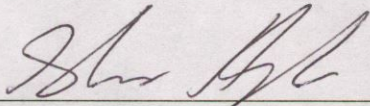
WHO: The Chief Financial Officer will be in charge of sourcing, maintaining and reporting on the insurance policies held by the company.

Host Community Agreement Certification Form

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

Applicant

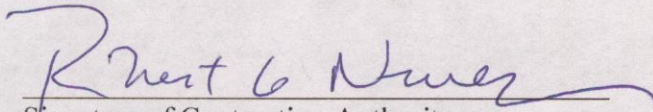
I, Shane Hyde, (insert name) certify as an authorized representative of Evero Farms Inc. (insert name of applicant) that the applicant has executed a host community agreement with Middleborough (insert name of host community) pursuant to G.L.c. 94G § 3(d) on April, 29th, 2019 (insert date).



Signature of Authorized Representative of Applicant

Host Community

I, Robert C. Nunes, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Middleborough, MA (insert name of host community) to certify that the applicant and Middleborough, MA (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 29, 2019 (insert date).



Signature of Contracting Authority or
Authorized Representative of Host Community

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PUBLIC NOTICE

Fuego Farms Inc. Community Outreach Meeting

Fuego Farms Inc. will hold a community outreach meeting to allow citizens to come and ask questions about our **proposed legal cannabis cultivation and manufacturing operations which is set to take place at 370 Wareham Street, Middleborough.**

The meeting will take place on **May 25th, from 12 to 2 pm** at Mitchell Memorial Club located at 29 Elm Street, Middleborough.

May 16, 2019

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org.

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Plymouth Probate and Family Court
52 Obery Street
Suite 1130

Plymouth, MA 02360
Docket No. PL16P1313GD

NOTICE AND ORDER:

Petition for Resignation or Petition for Removal of Guardianship of a Minor in the interests of **Kendall R. Johnson** of Middleboro, MA, Minor

NOTICE TO ALL INTERESTED PARTIES

1. Hearing Date/Time: A hearing on a Petition to Resign as Guardian of a Minor or

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Plymouth Probate and Family Court
52 Obery Street
Suite 1130

Plymouth, MA 02360
Docket No. PL16P1312GD

NOTICE AND ORDER:

Petition for Resignation or Petition for Removal of Guardianship of a Minor in the interests of **Tayla M. McCue** of Middleboro, MA, Minor

NOTICE TO ALL INTERESTED PARTIES

1. Hearing Date/Time: A hearing on a Petition to Resign as Guardian of a Minor or Petition for Removal of Guardianship of a Minor filed by **Denise & David Lombardi** on April 24, 2019 will be held 05/30/2019 09:00 AM Motion Located 215 Main Street, Brockton, MA 02301 **2. Response to Petition:** You may respond by filing a written response to the Petition or by appearing in person at the hearing. If you choose to file a written response, you need to: File the original with the Court; and Mail a copy to all interested parties at least five (5) business days before the hearing. **3. Counsel for the Minor:** The minor (or an adult on behalf of the minor) has the right to request that counsel be appointed for the minor. **4. Presence of the Minor at Hearing:** A minor over age 14 has the right to be present at any hearing, unless the Court finds that it is not in the minor's best interests. **THIS IS A LEGAL NOTICE:** An important court proceeding that may affect your rights has been scheduled. If you do not understand this notice or other court papers, please contact an attorney for legal advice.

ADMINISTRATION CITATION

File No. 2019-226
SURROGATE'S COURT ALBANY COUNTY
CITATION THE PEOPLE OF THE STATE OF NEW YORK, By the Grace of God Free and Independent, TO **Michelle Diotte**, whose place of residence is unknown and cannot, after due diligence, be ascertained. A petition having been duly filed by Daniel Delpesche, Contract Management Coordinator of Ocwen Loan Servicing, LLC Servicer for Deutsche Bank National Trust Company, As Trustee For Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2006-R1, Under Pooling And Servicing Agreement Dated February 1, 2006. YOU ARE HEREBY CITED TO SHOW CAUSE before the Surrogate's Court, Albany County, at 16 Eagle Street, Albany, NY 10924, on June 11, 2019 at 10:00 o'clock in the forenoon of that day, why a decree should not be made in the estate of Albert J. Diotte, Jr., lately domiciled at 11 Congress Street, Cohoes, New York 12047 in the County of Albany, New York, granting Letters of Administration upon the estate of the Albert J. Diotte, Jr., the decedent to any eligible distributees of decedent, and if fail to qualify, then to Michael F. Connors, II, Albany County Comptroller, upon duly qualifying or to such other person as may be entitled thereto. IT HAS BEEN REQUESTED by Petitioner that the authority of the representative under the foregoing Letters be limited as follows: To appear and accept service and notices in any foreclosure action by Petitioner/Plaintiff, its successors and assigns, against the mortgaged property located at 9 & 11 Congress Street, Cohoes, New York 12047 also known as Section: 10.59, Block: 3, Lot: 22 and 23, in the



INVITATION FOR BIDS TOWN OF LAKEVILLE ROAD RECONSTRUCTION USING COLD IN PLACE RECYCLING

The Town of Lakeville is seeking sealed bids for road reconstruction using cold in place recycling for Freetown Street and a portion of Precinct Street, Lakeville, MA. Bids will be accepted at the Board of Selectmen's Office at the Town Office Building located at 346 Bedford Street, Lakeville, MA 02347 until 3:00 PM on Thursday, May 30, 2019.

Bid specifications may be obtained by email from contact person, Tracie Craig-McGee at the Selectmen's Office at tcraig-mcgee@lakevillema.org beginning on Wednesday, May 15, 2019.

The Town reserves the rights to reject any and all proposals, wholly or in part, waive any informalities or irregularities in the proposals received, and to accept any bid or part thereof deemed to be in the best interest of the Town.

May 16, 2019

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org.



Sealed bids or proposals for supplying a new Line & Service Body for a Material Aerial Bucket Unit to the Town of Middleborough will be received at the office of the Electric Division of the Middleborough Gas & Electric Department up to 11:00 A.M. (local time) Wednesday, May 29, 2019.

Specifications may be obtained at the office of the Electric Division of the Middleborough Gas & Electric Department, 37 Wareham Street, Middleborough, Massachusetts.

The Board of Gas and Electric Commissioners may reject any or all of the bids if it is in the public interest to do so.

Middleborough Gas & Electric Department
William Taylor
Division Manager
(Tel. 508 947-3023)
May 9 & 16, 2019

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org.



The Board of Selectmen voted on April 22, 2019 to approve the Warrants for the June 3, 2019 Special Town Meeting and Annual Town Meeting.

Copies of the Warrants are available upon request at the Town Clerk's Office, Town Office Building, 346 Bedford Street, Lakeville, MA 02347 or on the Town's website Home Page at www.lakevillema.org

Miriam Hollenbeck, Chairman
John Powderly
Evagelia Fabian
BOARD OF SELECTMEN

May 16, 2019

The Middleboro Gazette Newspaper
Notice also on www.masspublicnotices.org.

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 **William P. Moors and Patricia A. Moors to Washington Mutual Bank, FA**, dated January 7, 2004 and recorded in Plymouth County Registry of Deeds in Book 27367, Page 144, (the "Mortgage"), as af-

NOTICE OF MORTGAGEE'S SALE
OF REAL ESTATE

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

For delivery information, visit our website at www.usps.com®.

MIDDLEBORO, MA 02346

OFFICIAL USE

Certified Mail Fee	\$3.50
\$	\$0.00
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.60
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
\$	\$5.65
Total Postage and Fees	\$5.65
\$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	Abbey Lane 10# 312 Middleboro MA 02346
PS Form 3800, April 2015 PSN 7530-02-000-9047	See Reverse for Instructions

05/13/2019

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\$	\$5.65
Total Postage and Fees	\$5.65
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Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	29 Abbey Lane Middleboro MA 02346
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Postage	\$0.55
\$	\$5.65
Total Postage and Fees	\$5.65
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Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	10 Pineridge Way Middleboro MA 02346
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Postage	\$0.55
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Total Postage and Fees	\$5.65
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Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	30 Pineridge Way Middleboro MA 02346
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Postage	\$0.55
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Total Postage and Fees	\$5.65
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Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	43 Pineridge Way Middleboro MA 02346
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
\$	\$5.65
Total Postage and Fees	\$5.65
\$	
Sent To	
Street and Apt. No., or PO Box No.	
City, State, ZIP+4®	365 Wareham St. Middleboro MA 02346
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05/13/2019

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$

Postage \$0.55

Total Postage and Fees \$5.65

Sent To [Redacted]

Street and Apt. No., or PO Box No.

24 Pineridge Way
Middleboro, MA 02346

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☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$

Postage \$0.55

Total Postage and Fees \$5.65

Sent To [Redacted]

Street and Apt. No., or PO Box No.

371 Wareham St.
Middleboro, MA 02346

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$

Postage \$0.55

Total Postage and Fees \$5.65

Sent To [Redacted]

Street and Apt. No., or PO Box No.

32 Pineridge Way
Middleboro, MA 02346

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Extra Services & Fees (check box, add fee as appropriate)
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☒ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$

Postage \$0.55

Total Postage and Fees \$5.65

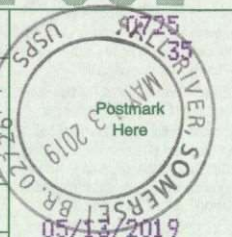
Sent To [Redacted]

Street and Apt. No., or PO Box No.

32 Pineridge Way
Middleboro, MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047

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☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$

Postage \$0.55

Total Postage and Fees \$5.65

Sent To [Redacted]

Street and Apt. No., or PO Box No.

371 Wareham St.
Middleboro, MA 02346

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Certified Mail Fee \$3.50
\$
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$1.60
☒ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$

Postage \$0.55

Total Postage and Fees \$5.65

Sent To [Redacted]

Street and Apt. No., or PO Box No.

44 Pineridge Way
Middleboro, MA 02346

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BROCKTON, MA 02301

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0725 021226 5650
Postmark Here
MAY 13 2019
FALL RIVER
MAY 13 2019
USPS
05/13/2019

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.80
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$3.65

Sent To
Street and Apt. No., or PO Box No.
320 Main St.
City, State, ZIP+4®
Brockton MA 02401

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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MIDDLEBORO, MA 02346

OFFICIAL USE

0725 021226 5650
Postmark Here
MAY 13 2019
FALL RIVER
MAY 13 2019
USPS
05/13/2019

Certified Mail Fee	\$3.50
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$1.80
<input checked="" type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$3.65

Sent To
Street and Apt. No., or PO Box No.
309 Wareham St.
City, State, ZIP+4®
Middleboro MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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MIDDLEBORO, MA 02346

OFFICIAL USE

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Postmark Here
MAY 13 2019
FALL RIVER
MAY 13 2019
USPS
05/13/2019

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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$3.65

Sent To
Street and Apt. No., or PO Box No.
20 Pine Ridge Way
City, State, ZIP+4®
Middleboro MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Dear _____,

Fuego Farms Inc. welcomes you to join us at our community outreach meeting as a way of introducing ourselves and our company to Middleborro. As abutters of the "370 Wareham St. Property" we want you to be comfortable with our presence during our operation of wholesale cultivation and manufacturing of cannabis products.

The meeting will take place on 5/18/19, May 18th from 12:30-2:30 p.m at Mitchell Memorial Club on 29 Elm St. Middleborro, our team is looking forward to meeting you there.

Thankyou,
Fuego Farms

Community Outreach Meeting Attestation Form

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

I, Shane Hyde, (insert name) attest as an authorized representative of Fuego Farms Inc. (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on May 25th, 2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on May 16th, 2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on May 13th (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on May 13th (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

5. Information was presented at the community outreach meeting including:
 - a. The type(s) of Marijuana Establishment to be located at the proposed address;
 - b. Information adequate to demonstrate that the location will be maintained securely;
 - c. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
 - d. A plan by the Marijuana Establishment to positively impact the community; and
 - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Fuego Farms Inc.

254 Newhill Avenue Somerset, MA 02726

Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for the proposed Cannabis Cultivation and Manufacturing facilities at 370 Wareham St. is scheduled for May 25th, from 12:00 - 2:00 p.m at Mitchell Memorial Club on 29 Elm St. Middleboro MA.

Thankyou, Fuego Farms

RECEIVED

MAY 13 2019

TOWN CLERK'S OFFICE
MIDDLEBOROUGH, MA 02346



Fuego Farms Inc.

254 Newhill Avenue Somerset, MA 02726

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Thankyou, Fuego Farms

Fuego Farms Inc.

254 Newhill Avenue Somerset, MA 02726

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Thankyou, Fuego Farms



Plan to Adhere to Local Zoning Requirements

Plan to Adhere to Local Zoning Requirements Fuego Farms Inc. will adhere to all Marijuana Zoning Requirements outlined in the Town of Middleborough Zoning By-Laws (circa in 2018). Our starting location for our establishment currently adheres to these bylaws, as confirmed with our sign Host Agreement with the Town of Middleborough. Our company will monitor any changes to the zoning laws within the town to ensure that our location stays in compliance. Prior to any expansion within this property, our company will gain the necessary approvals from the Town of Middleborough Planning Board, Town Administrator, and any other necessary local governmental body. The Marijuana specific bylaws for the Town of Middleborough can be found below (any specific Fuego notes can be found in **BOLD** next to the law):

8.5. CANNABIS BUSINESS DISTRICT (CBD). [Added

10-1-2018 STM by Art. 24, AG 2-22-2019, eff. 10-1-2018]

8.5.1. Purpose. The purpose of the Cannabis Business District (CBD) is to provide for the placement and regulation of Adult Use Marijuana Establishments as authorized pursuant to State law and regulations with the goal of minimizing potential adverse impacts on adjacent property owners, neighborhoods and the Town in general.

8.5.2. Applicability. The Cannabis Business District is hereby established as an Overlay District which shall consist of lots as they existed as of January 1, 2018 within the GU, GUA, GUX and CD, with frontage on Route 28 and Route 44 west of the rotary. **(370 Wareham Street has frontage on Route 28 and GU Zoning, thus compliant)**

8.5.3. Definitions. For definitions applicable to the Cannabis Business District, see Section 10.0.

8.5.4. General Provisions.

1. Special Permit. A Special Permit shall be required for the operation of a Marijuana Establishment, as defined by G.L. c.94G, § 1. For the purposes of this Section, the Special

Permit Granting Authority (SPGA) shall be the Planning

Board. **(Fuego will go about to acquire Special Permit upon receiving of Provisional License and fulfill all necessary obligations)**

2. CCC License. All permitted Marijuana Establishments shall have a provisional license from the Cannabis Control Commission (CCC) and shall comply with all applicable state and local public health regulations and all other applicable state and local laws, rules and regulations at all times. No Special Permit shall be issued for a Marijuana Establishment that has not received a provisional license from the CCC.

3. Cessation of Operation. The Special Permit shall be valid only for the Applicant and shall become void if the Applicant ceases operating the licensed Marijuana Establishment for a period of three (3) consecutive months, except where such cessation is the result of natural disaster, act of terrorism, riot, or other criminal acts of third parties, strike or other force majeure event determined by the SPGA to constitute good cause.

4. Loss of CCC License; Failure to Obtain Final License. The Special Permit shall become void if a Final License is not issued by the CCC or upon the expiration or termination of the Marijuana Establishment's CCC license.

5. Parking and Loading. Parking and loading for a Marijuana Establishment shall be in accordance with Section 5.3 -

:1

Off Street Parking and Loading of Middleborough's Zoning By-Law. However, the SPGA may require a greater number of parking spaces and/or loading bays if it finds, based

on the application, plans and documents submitted to the SPGA regarding operation of the Marijuana Establishment, that the minimum requirements are not sufficient.

6. Signs. The SPGA may impose restrictions on signage as appropriate for the site. If additional sign restrictions are not specified within the Special Permit, the Marijuana Establishment shall abide by 935 CMR 500.105(4).

7. Enclosed Building. All Marijuana Establishments, with the exception of licensed Marijuana Transporters, as defined in 935 CMR 500.002, shall operate within a fully enclosed building and shall not operate within any mobile facility.

A minimum separation of seven hundred fifty (750) feet is required between Marijuana Retail Establishments. The distance under this section is measured in a straight line from the nearest point of each structure containing a marijuana establishment to the structure proposed to contain the Marijuana Establishment. **(No retail within 750 ft limit)**

8. Hours of Operation may be set by the Planning Board but, if none are specified in the Special Permit, hours of operation shall be limited to 8:00 a.m. to 6:00 p.m. Monday through Saturday and 12:00 p.m. to 6:00 p.m. on Sunday.

8.5.5. Location.

1. Overlay. Marijuana Establishments shall be located in the Cannabis Business Overlay District;

2. Proximity to other Uses.

a. No Marijuana Establishment shall be located within five hundred (500') feet of any public or private school or daycare center; **(Not within 500 ft limit at location on 370 Wareham Street)**

b. In determining whether to issue a Special Permit, and

what conditions to impose, the SPGA shall evaluate (in addition to any criteria set forth elsewhere in this bylaw) proximity of other land uses that may be adversely affected by the proposed Marijuana Establishment, including without limitation, libraries, playgrounds, parks, martial arts and dance studios, houses of worship, pediatric medical offices, toy stores, and comic book stores.

3. Measurement. The distance under this section is measured in a straight line from the nearest point of any structure, in existence as of the passage of this bylaw, October 1, 2018, and continuing to be in existence as of the date of SPGA's decision, containing one or more of the protected uses identified in Section 8.5.5.1(a) and (b) above, to the nearest point of the structure proposed to contain the Marijuana Establishment.

8.5.6. Application Process and Requirements:

1. Application Procedures. The application for a Special Permit for a Marijuana Establishment shall be filed with the Planning Board and with the Town Clerk in accordance with G.L. c. 40A § 9. The application shall be signed by a duly authorized officer of the Applicant and the property owner, if the Applicant is not the owner of the subject property.

2. Fees. The Special Permit Fee shall be established by the Special Permit Granting Authority.

3. Required Documents. The Applicant shall provide the SPGA with fifteen (15) paper copies of the application and plans, an electronic copy of the application and plans,

and required fees. All plans and maps shall be prepared, stamped, and signed by a professional engineer or architect licensed to practice in Massachusetts. An application to the SPGA shall include, at a minimum, the following information: **(Fuego will go about to acquire Special Permit upon receiving of Provisional License and fulfill all necessary obligations)**

- a. The Applicant's name, address, telephone number, and email address;
- b. Evidence that the Applicant has site control and the right to use the site for a facility in the form of a deed or valid purchase and sale agreement, or, in the case of a lease, a notarized statement from the property owner and a copy of the lease agreement;
- c. A certified copy of the Provisional License issued by the CCC to the Applicant, along with copies of all other materials issued by the CCC to the Applicant, except for those materials that are deemed by the CCC to be confidential and therefore subject to the public records exemption;
- d. A notarized statement signed by the organization's Chief Executive Officer and corporate attorney disclosing all of its designated representatives, including officers and directors, shareholders, partners, members, managers, directors, officers, or other similarly-situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all individual persons associated with the entity as set forth above;

- e. A narrative providing information about the type and scale of all activities that will take place on the proposed site, including but not limited to, cultivating and processing of marijuana or marijuana products as defined in G.L. c. 94G, § 1, on-site sales, off-site deliveries, distribution of educational materials, and other programs or activities;
- f. A map depicting all properties and land uses within a five hundred foot (500') radius (minimum) of the project site, whether such uses are located in Middleborough or within surrounding communities, including, but not limited to, libraries, playgrounds, parks, martial arts and dance studios, houses of worship, pediatric medical offices, toy stores, and comic book stores;
- g. A plan or plans depicting all proposed development on the property, including the dimensions of all existing and proposed structures, the layout of parking, the location of pedestrian and vehicular points of access and egress, the location and design of all loading, refuse and service facilities, the location, type, and direction of all outdoor lighting on the site, and any landscape design;
- h. A plan or plans showing any proposed stormwater management system, which plan(s) shall meet the submission requirements of MassDEP's Stormwater Management Regulations;
- i. Architectural drawings of all exterior building facades and all proposed signage, specifying materials and

colors to be used. Prospective drawings and illustrations of the site from public ways and abutting properties is required;

j. Completed FCR Inspections Checklist, to be submitted to the SPGA and the Middleborough Police Department prior to commencement of operations by the Marijuana Establishment;

k. Traffic Impact Report;

l. All Marijuana Establishments shall comply with Chapter 38 - Marijuana Growing, Processing, or Extraction Facilities of the National Fire Protection Association's (NFPA) Codes and Standards, if said establishment is a grow, cultivation, processing or extraction facility;

m. Provide detailed information on all chemicals, fertilizers, etc. being used within or on the same property as the Marijuana Establishment;

n. As required for Medical Marijuana Facilities, organic practices for adult use marijuana cultivation are required. Provide narrative of organic pest control being used;

o. Provide plans and narrative of odor mitigation;

p. A list of waivers, if any, which were requested by the Marijuana Establishment and granted by the CCC to any section of the regulations, 935 CMR 500.00.

4. Department, Commission and Board Review. Within five business days of the receipt of the application, the SPGA shall refer copies of the application to the Building Commissioner, the Conservation Commission, the Board of

Health, the Fire Department, and the Police Department.

These boards/departments shall review the application and shall submit their written recommendations.

5. Decision. After notice and public hearing and consideration of application materials, public comments, and the recommendations of other Town boards and departments, the SPGA shall act upon the application.

6. Decision Criteria. The SPGA shall issue a Special Permit for a Marijuana Establishment only if it finds that the Applicant has submitted sufficient information from which

it can conclude that: **(Fuego will go about to acquire Special Permit upon receiving of Provisional License and fulfill all necessary obligations)**

a. The Marijuana Establishment has received a provisional license from the CCC and complies with all applicable state and local laws, regulations, and requirements, including, but not limited to, health and safety regulations, and construction and environmental requirements;

b. The building and site have been designed to be reasonably compatible with other buildings and sites in the area;

c. The siting of the Marijuana Establishment will be accomplished so as to minimize any adverse impacts on abutters and other parties in interest, as defined in G.L.

d. The Marijuana Establishment will create no substantial harm to the established or future character of the neighborhood or town;

e. With due consideration to aesthetics, the Marijuana Establishment is designed to ensure convenient, safe

and secure access as follows:

- i. personal safety of those working at or utilizing the facility;
 - ii. personal safety for clients and invitees;
 - iii. loading and service areas are designed to be secure;
- and
- iv. protection of the premises from theft.

f. The Applicant has not provided materially false documents or testimony;

g. The Applicant has demonstrated the availability and provision of adequate access, utilities and other infrastructure and that the operation of the Marijuana Establishment will not adversely affect such access, utilities and infrastructure;

h. The Applicant has satisfied all of the conditions and requirements of Middleborough's Zoning By-Law, including without limitation the provisions of Section

9.4 - Special Permits. **(Fuego will go about to acquire Special Permit upon receiving of Provisional License and fulfill all necessary obligations)**

7. Special Permit Conditions. The SPGA shall impose those conditions it deems appropriate in its opinion to improve siting, design placement, traffic flow, and public safety; protect water quality, air quality, and significant environmental resources; preserve the character of the surrounding area; and otherwise serve the purpose of this By-Law. In addition to any specific conditions applicable to the Marijuana Establishment, the SPGA shall include, but not be limited to, the following conditions in any Special Permit granted under this By-Law:

a. The permit holder shall file a copy of any Incident Report required under the CCC Regulations with the Board of Selectmen, with copies to the Zoning Enforcement Officer and the SPGA, within 24 hours of creation by the Marijuana Establishment. Such reports may be redacted as necessary to comply with any and all applicable laws and regulations;

b. The permit holder shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by the CCC or the Division of Administrative Law Appeals, as applicable, regarding the Marijuana Establishment with the Board of Selectmen, with copies to the Zoning Enforcement Officer and the SPGA, within 48 hours of receipt by the Marijuana Establishment;

c. The permit holder shall provide to the Board of Selectmen, the Zoning Enforcement Officer, the SPGA, the Police Chief, and the Fire Chief the name, telephone number and email address of a contact person in the event that the Police Department, Zoning Enforcement Officer or other Town official determines it necessary to contact the Applicant after regular business hours. Such contact information shall be kept updated by the permit holder;

d. The Special Permit shall be limited to the current applicant and shall become void if the permit holder ceases operating the Marijuana Establishment or transfers greater than fifty-one (51%) percent

ownership;

e. The Special Permit shall become void if the CCC refuses to issue a final license or upon the expiration or termination of the applicant's CCC license;

f. The permit holder shall notify the Board of Selectmen in writing, with copies to the Zoning Enforcement Officer, the Police Department, and SPGA, within 48 hours of the cessation of operation of the Marijuana Establishment, notice from the CCC of a denial of a final license, transfer or sale of interest, enforcement action taken by the CCC or the expiration or termination of the permit holder's CCC license;

g. The permit holder shall not operate, and the Special Permit will not take effect, until the Applicant has entered into a Host Community Agreement, specific to the adult use Marijuana Establishment, with the Town. The Special Permit shall become void upon the expiration or termination of the Host Community Agreement. However, the Applicant may apply to renew on the same terms and conditions if the HCA is renewed on the same terms and conditions;

h. In the event that the CCC revokes, fails or refuses to issue a final license to the Marijuana Establishment, a Special Permit issued for the Marijuana Establishment shall be deemed null and void;

i. The Applicant/Owner agrees to provide the SPGA with any and all documents related to the Marijuana Establishment if and when requested to do so.

8.5.7. Prohibition against Nuisances. The Marijuana

Establishment shall not create a nuisance to abutters or to the surrounding area, or create any hazard, including, but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent, or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area. Violation of this Bylaw or the conditions of any Special Permit issued hereunder shall entitle the Planning Board to notice a public hearing to consider the modification, suspension or revocation of the Special Permit or any orders or conditions relating thereto. **(Fuego will employ necessary infrastructure to adhere to this provision)**

8.5.8. Waivers.

1. Waivers from the requirements of this Section may be requested in writing to the Planning Board. A waiver may be granted by the SPGA if it determines that:

- a. Strict enforcement of this Bylaw would do manifest injustice;
- b. Any alleged hardship is not self-created; and
- c. The granting of a waiver shall not in any way impair the public health, public safety or the environment.

2. The Planning Board may impose any conditions, safeguards and other limitations on a waiver when it deems it appropriate to protect the public health, public safety or the environment.

8.5.9. Conflicts with State Law and Regulations. If any provision, paragraph, sentence, or clause of this By-Law shall be determined to be in conflict with applicable State Law or Regulations, the provisions of said State Law or Regulations

shall prevail.

8.5.10. Definition of terms used in this section. Where not expressly defined in the Middleborough Zoning Bylaw, terms used in this section shall be interpreted as defined in The Regulation and Taxation Of Marijuana Act, as amended, and as codified in G.L. c.94G, and the CCC Regulations promulgated thereunder, 935 CMR 500.000 et seq., as the same may be amended from time-to-time, and otherwise by their plain language.

8.5.11. Severability. The provisions of this By-Law are severable. If any provision, paragraph, sentence, or clause of this By-Law or the application thereof to any person, establishment, or circumstances shall be held invalid, such invalidity shall not affect the other provisions or application of this By-Law.

From:

01/25/2019 15:00

#580 P.002/010

D***The Commonwealth of Massachusetts***

William Francis Galvin
 Secretary of the Commonwealth
 One Ashburton Place, Boston, Massachusetts 02108-1512

Articles of Organization**(General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)****ARTICLE I**

The exact name of the corporation is:

Fuego Farms, Inc.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

Wholesale growing of agricultural products, associated manufacturing, distribution and sale of same. See Rider 2A attached hereto and incorporated by reference herein.

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
		Class A	70,000	0.0001
		Class B	30,000	0.0001

*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 8.21, and the comments relative thereto

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.

Rights and Powers of Class A: Common Stock. Common Stock shares entitle shareholder to (a) voting rights, one vote for each share of Common Stock; and (b) rights to a declared dividend.

Rights and Powers of Class B: Preferred Stock. Preferred Stock shares entitle shareholder to (a) voting rights, one vote for each share of Preferred Stock; (b) rights to a declared dividend separate from the declared dividend to Common Stock; (c) the highest liquidation preference amongst any other class of shareholders.

ARTICLE V

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

Please see Rider 5A attached hereto and incorporated by reference herein.

ARTICLE VI

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

See Rider 6A attached hereto and incorporated by reference herein.

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

RIDER2A

1. To purchase or otherwise acquire, hold, operate, own, maintain, improve, mortgage, sell, convey, lease, sublease, or otherwise deal with and dispose of personal and real property of every nature, kind, character and description whatsoever in furtherance of the business of the corporation.
2. To enter into contracts of any kind and nature in furtherance of the business of the corporation.
3. To borrow with or without security, and to make, endorse, execute and issue such instruments for the payment of money as may be necessary to evidence such borrowings, in furtherance of the business of the corporation.
4. To invest funds of the corporation in real and personal properties, mortgages, stocks, bonds, mutual funds, real estate investment trusts, or any other type of investments, and while the owner or holder of any such real and personal properties, mortgages, stocks, bonds, mutual funds, real estate investment trusts, or any other type of investments, to receive, collect, reinvest and dispose of such interests, dividends, capital gains, and income arising from such real and personal properties, and to possess and exercise in respect thereto, all rights, powers and privileges of ownership, including all voting powers of any stocks so owned.
5. To pay pensions, establish and carry out pension, profit-sharing, share bonus, share purchase, incentive and benefit plans, SEP-IRA accounts, Keogh Plans, health insurance coverage plans, trusts and provisions for any or all of the directors, officers and employees of the corporation.
6. The foregoing paragraphs shall be construed as enumerating both objectives and purposes of the corporation, and it is hereby expressly provided that the foregoing enumeration of specific purposes shall not be held to limit or restrict in any manner the purposes of the corporation otherwise permitted by law.
7. To exercise all of the powers now or hereafter conferred

From:

01/25/2019 15:00

#580 P.005/010

by Massachusetts General Laws Chapter 156D upon corporations formed thereunder, subject to any limitations contained in Massachusetts General Laws Chapter 156D.

RIDER 5A

1. Restrictions on Transfer. The Shareholder shall not sell, assign, transfer, pledge, or otherwise encumber all or any of unvested Shares.

2. Adjustments to Common Stock. In the event of any stock split, stock dividend, extraordinary cash dividend, recapitalization, reorganization, merger, consolidation, combination, exchange of shares, liquidation, spin-off, split-up, or other similar change in capitalization or event, the terms of the Shares shall be adjusted by the Company (or substituted awards may be made) in a manner determined to be equitable by the Board.

3. "Stand-Off" Agreement. The Shareholders agrees that, if requested by the Company and the managing underwriter(s) of a public offering of the Company's Common Stock, he will enter into an agreement with the Company and said underwriter(s) not to sell or otherwise transfer any Common Stock of the Company owned or controlled by him for a period of up to 210 days after the effective date of the registration statement for the offering, provided that all directors and executive officers of the Company enter into substantially the same agreement with respect to shares of the Company's Common Stock owned or controlled by them or by organizations they represent.

4. Right of First Refusal. Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:

a. the Shares are first offered at not more than Fair Market Value to the Company of the class of Shares being sold on a pro rata basis ("Offer One"); and

b. the Shares remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favorable than those in Offer One.

The Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less than the price specified in Offer Two and on terms not more favorable than those in Offer One.

Offer One, Offer Two and the Third-Party Offer (collectively and individually the "Offer") will be in writing and will specify:

a. the price at which the Shares are offered;

b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;

c. the terms of the Offer; and

d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.

Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.

RIDER 6A

The Board of Directors may consist of two or more individuals notwithstanding the number of shareholders.

The directors may make, amend or repeal the By-Laws in whole or in part, except with respect to any provision thereof which by law or the By-Laws requires action by the stockholder.

Meetings of the stockholders may be held anywhere in the United States.

The corporation may be a partner in any business enterprise it would have power to conduct by itself.

The directors shall have the power to fix from time to time their compensation. No person shall be disqualified from holding any office by reason of any interest. In the absence of fraud, any directors, officer or stockholder of this corporation individually, or any individual having any interest in any concern which is a stockholder of this corporation, or any concern in which any such directors, officers, stockholders or individuals have any interest, may be a part to, or may be pecuniarily or otherwise interest in, any contract, transaction or other act of this corporation; and such contract, transactions or act shall not be in any way invalidated or otherwise affected by this fact;

no such director, officer, stockholder or individual shall be liable to account to this corporation for any profit or benefit realized through any such contract, transaction or act;

any such director of this corporation may be counted in determining the existence of a quorum at any meeting of the directors or of any committee thereof which shall authorize any such contract, transaction or act, and may vote to authorize the same;

the term "interest" includes personal interest and interest as a director, officer, stockholder, shareholder, trustee, member or beneficiary of any concern; and

the term "concern" means any corporation, association, trust, partnership, firm, person or other entity other than this corporation.

No director of the corporation shall be liable to the corporation or its stockholders for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the corporation or its stockholders; (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (iii) for improper distributions under Section 6.40 of Chapter 156D of the General Laws of the Commonwealth of Massachusetts, or successor provisions

thereto; or (iv) for any transaction in which the director derived an improper personal benefit. No amendment to or repeal of any provision of this paragraph, directly or by adoption of an inconsistent provision of these Articles of Organization, shall apply to or have any effect on any liability or alleged liability of any director of the corporation for with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

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 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:
77 Pond Street, Sharon, Massachusetts 02067
- b. The name of its initial registered agent at its registered office:
Samuel P. Reef
- c. The names and street 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): George Friedlander and William Desmond Hyde

President: George Friedlander, 250 College Park Road, Fall River, MA 02720

Treasurer: William Desmond Hyde, 254 Newhill Avenue, Somerset, MA

02726

Secretary: William Desmond Hyde, 254 Newhill Avenue, Somerset, MA

02726

Director(s): George Friedlander and William Desmond Hyde

- d. The fiscal year end of the corporation:
12/31
- e. A brief description of the type of business in which the corporation intends to engage:
Wholesale growing of agricultural products and associated manufacturing distribution and sale.
- f. The street address of the principal office of the corporation:
254 Newhill Avenue, Somerset, MA 02726
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

77 Pond Street, Sharon, Massachusetts 02067

(number, street, city or town, state, zip code)

, which is

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

Signed this 25th day of January 2019 by the incorporator(s):

Signature: Samuel P. Reef

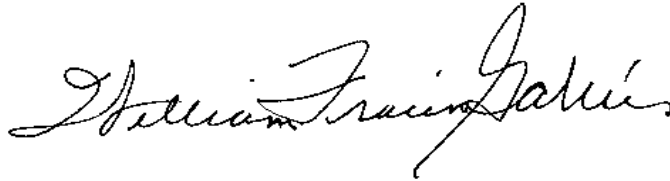
Name: Samuel P. Reef

Address: 77 Pond Street Sharon Massachusetts 02067

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:

January 25, 2019 01:59 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FUEGO FARMS, INC.

BYLAWS

ARTICLE I Stockholders

1. Annual Meeting. The annual meeting of the stockholders shall be held on the third Tuesday of March in each year, or if that day is a legal holiday in the place where the meeting is to be held, then on the next succeeding full business day, for the purposes of electing directors and for such other purposes as may be determined as hereinafter provided. The hour and place of such meeting and the purposes for which such meeting is to be held in addition to that specified above shall be determined in each year by the board of directors or, in the absence of action by the board of directors, by the Chairman. If in any year the annual meeting is not held on said date, a special meeting in lieu thereof may be held at a later time and any elections held or business transacted at such meeting shall have the same force and effect as if held or transacted at the annual meeting.

2. Special Meetings. Special meetings of the stockholders may be called at any time by the Chairman or by a vote of the board of directors and shall be called by the secretary, or in the case of the death, absence, incapacity or refusal of the secretary, by any other officer, upon written application of one or more stockholders who hold at least one tenth part in interest of the capital stock entitled to vote thereat. Such application shall specify the purposes for which the meeting is to be called and may designate the date, hour and place of such meeting, provided, however, that no such application shall designate a date not a full business day or an hour not within normal business hours as the date or hour of such meeting without the approval of the Chairman or the board of directors.

3. Place of Meetings. Meetings of the stockholders may be held anywhere within, but not without, the United States.

4. Notice. Except as hereinafter provided, a written or printed notice of every meeting of stockholders stating the place, date, hour and purposes thereof shall be given by the secretary or an assistant secretary (or by any other officer in the case of an annual meeting or by the person or persons calling the meeting in the case of a special meeting) at least seven (7) days before the meeting to each stockholder entitled to vote thereat and to each stockholder who, by law, by the articles of organization or by these bylaws, is entitled to such notice, by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, addressed to him at his address as it appears upon the records of the corporation. No notice of the place, date, hour or purposes of any annual or special meeting of stockholders need be given to a stockholder if a written waiver of such notice, executed before or after the meeting by such stockholder or his attorney thereunto authorized, is filed with the records of the meeting.

5. Action at a Meeting. Except as otherwise provided by the articles of organization, at any meeting of the stockholders a majority of all shares of stock then issued, outstanding and entitled to vote shall constitute a quorum for the transaction of any business. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had, and at any such adjourned meeting any business may be transacted which might have been transacted at the original meeting.

When a quorum is present at any meeting, the affirmative vote of a majority of the shares of stock present or represented and entitled to vote shall be necessary and sufficient to the determination of any questions brought before the meeting, unless a larger vote is required by law, by the articles of organization or these bylaws, provided, however, that any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote in such election.

In the following instances a two-thirds majority is needed for action:

On the Corporation's sale, merger or company-wide liquidation

To increase or decrease the number of seats on the board of the directors

To increase the number of authorized shares

In the following instances a unanimous vote is needed for action:

For the Corporation to mortgage, charge, grant a security interest in or otherwise encumber the Corporation's assets, except for purchase money security interests incurred in the ordinary course of business

Except as otherwise provided by law or by the articles of organization or by these bylaws, each holder of record of shares of stock entitled to vote on any matter shall have one vote for each such share held of record by him and a proportionate vote for any fractional shares so held by him. Stockholders may vote either in person or by proxy. No proxy dated more than six months before the meeting named therein shall be valid and no proxy shall be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to the exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving its invalidity shall rest on the challenger.

Any election by stockholders and the determination of any other questions to come before a meeting of the stockholders shall be by ballot if so requested by any stockholder entitled to vote thereon but need not be otherwise.

6. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

ARTICLE II

Directors

1. Number and Election. There shall be a board of not less than the minimum number of directors required by law, but the initial number of directors shall be seven. The number of directors for the

ensuing two year term shall be determined, and the number of directors so determined shall be elected, at every other annual meeting of the stockholders by such stockholders as have the right to vote thereon beginning with the second annual meeting, but the stockholders may, at any special meeting held for the purpose, increase or decrease the number of directors as thus determined and elect new directors to complete the number so determined or remove directors to reduce the number of directors to the number so determined if the required two-thirds majority vote for such change is gathered. No director need be a stockholder. Notwithstanding the above, if there be only two stockholders the number of directors may be not less than two, and whenever there shall be only one stockholder the number of directors may be not less than one. The appointment of the original board of directors shall be made by the founders, Shane Hyde, George Friedlander and William D. Hyde and will be made in writing signed by both the founders and the director. In the event a founder is appointed as a director, the remaining founders shall sign. Both the founder's appointments and the stockholder's for elections thereafter must appoint the board within the following allocations:

Three board members shall be officers and/or part of management at the time of the election or appointment.

Three board members shall be preferred stockholders (i.e. investors) at the time of the election or appointment. In the event of no preferred stockholders to occupy the seats, non-officers/management individuals or parties are to be elected or appointed.

One board member shall be an individual or party that is not an officer, employee, preferred stockholder or common stockholder with a vested interest of more than 1% of the authorized shares at the time of the election or appointment.

All future added directors shall have restrictions put in place by the shareholders if a vote is passed to change the number of directors on the board.

Stockholders will always maintain an odd number of directors in the event the vote to change the number of directors passes.

Stockholders shall try to ensure that the board is never dominated by a majority of directors that are currently officers or employees.

Stockholder shall try to ensure that the board is never dominated by a majority of directors that preferred stockholders.

The Chairman of the Board (Chairman) shall be elected by the board of directors with a majority vote during the first board meeting of the board's term. The Chairman shall be elected annually during the first board meeting held after the conclusion of the annual stockholder meeting. The first Chairman shall be elected during the first board meeting where all seven directors are present after the final appointment by the founders.

2. Term. Except as otherwise provided by law, by the articles of organization or by these bylaws, the directors shall hold office for a two-year period until the next meeting of stockholders where a vote is held on extending or replacing said directors. The Chairman shall have a term of one year until the next annual board meeting that occurs directly following the annual stockholder meeting.

3. Resignations. Any director may resign by delivering his written resignation to the corporation at its principal office or to the Chairman, or to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

4. Removal. At any meeting of the stockholders called for the purpose any director may be removed from office with or without cause by the vote of a majority of the shares issued, outstanding and entitled to vote in the election of directors. At any meeting of the board of directors any director may be removed from office for cause by vote of a majority of the directors then in office. A director may be removed for cause only after a reasonable notice and opportunity to be heard before the body proposing to remove him.

5. Vacancies. Vacancies in the board of directors may be filled by vote of a majority of the stockholders via a Stockholder Special Meeting.

6. Regular Meetings. Regular meetings of the board of directors may be held at such times and places within or without the Commonwealth of Massachusetts as the board of directors may fix from time to time and, when so fixed, no notice thereof need be given. The first meeting of the board of directors following the annual meeting of the stockholders shall be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the board of directors is not held at such time and place, any elections to be held or business to be transacted at such meeting may be held or transacted at a later meeting of the board of directors with the same force and effect as if held or transacted at such meeting. A second regular meeting shall take exactly six months from the annual meeting, or if that day is a legal holiday in the place where the meeting is to be held, then on the next succeeding full business day, at a time and place determined by the Chairman.

7. Special Meetings. Special meetings of the board of directors may be called at any time by the Chairman or Executive Committee. Such special meetings may be held anywhere within or without the Commonwealth of Massachusetts. A written, printed or telegraphic notice stating the place, date and hour (but not necessarily the purposes) of the meeting shall be given by the secretary or an assistant secretary or by the Executive Committee or Chairman calling the meeting at least forty-eight (48) hours before such meeting to each director by leaving such notice with him or at his residence or usual place of business or by mailing it, postage prepaid, or sending it by prepaid telegram, addressed to him at his last known address. No notice of the place, date or hour of any meeting to the board of directors need be given to any director if a written waiver of such notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him.

8. Action at a Meeting. At any meeting of the board of directors, a majority of the directors then in office shall constitute a quorum. Though less than a quorum be present, any meeting may without further notice be adjourned to a subsequent date or until a quorum be had. When a quorum is present at any meeting a majority of the directors present may take any action on behalf of the board except to the extent that a larger number is required by law, by the articles of organization or by these bylaws.

In the following instances all directors must be present at the meeting in order to take action, unless director provides in writing to the Chairman, or other directors in the event the Chairman is unable to attend, reasons that he or she is unable to attend due to reasons beyond that directors control. The Chairman, or the

majority vote of other directors if Chairman is director unable to attend, shall then have the authority to delay the vote for the following instances or permit the absence. Instances are:

Removal of fellow director for cause.

Removal of officer that is member of the Executive Committee with or without cause

No director may vote in any action that he or she may be deemed impartial by other directors including but not limited to: their own removal from said board, their own compensation; their own annual performance review; their own annual setting of performance expectations; their own removal from employment; their own sale of shares to be bought by the corporation

9. Action Without a Meeting. Any action required or permitted to be taken at any meeting of the directors may be taken without a meeting if all the directors consent to the action in writing and the written consents are filed with the records of the meetings of the directors. Such consents shall be treated for all purposes as a vote at a meeting.

10. Powers. The board of directors shall have and may exercise all the powers of the corporation, except such as by law, by the articles of organization or by these bylaws are conferred upon or reserved to the stockholders. In the event of any vacancy in the board of directors, the remaining directors then in office, except as otherwise provided by law, shall have and may exercise all of the powers of the board of directors until the vacancy is filled.

11. Committees. The board of directors may elect from the board committees and may delegate to any such committee or committees any or all of the powers of the board except those which by law, by the articles of organization or by these bylaws may not be so delegated. Such committees shall serve at the pleasure of the board of directors. Except as the board of directors may otherwise determine, each such committee may make rules for the conduct of its business, but, unless otherwise determined by the board or in such rules, its business shall be conducted as nearly as may be as is provided in these bylaws for the conduct of the business of the board of directors. The board shall not title any committee "Executive Committee" or "Management Committee" to avoid confusion with those respective committees found in officers/management.

12. Meeting by Telecommunications. Members of the board of directors or any committee elected thereby may participate in a meeting of such board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in a meeting can hear each other at the same time and participation by such means shall constitute presence in person at the meeting.

13. Specific powers and terms concerning Board of Directors. Members of the Board of Directors

(a) Any vote resulting in a tie shall be considered a "no action" on the subject, question or issue;
(b) Each board member can appoint a proxy to cast his/her vote and attend corporation meetings on the condition that written notice if provided to the other Board members prior to the meeting;

(c) Board or a committee appointed by the board must vote on the dividend payout totals to for each class of stockholders in a meeting at the end of each operational year (i.e. the timeframe of twelve months from the date the corporation receives its final license from the Cannabis Control Commission of Massachusetts)

that is presented to them by the Executive Committee; beginning but not prior to the end of the second operational year. If necessary, the Chairman must call a special meeting of the board or committee to achieve this requirement. If vote fails, Chairman must instruct the Executive Committee to provide a new amount to be voted in another special meeting within 10 business days.

(d) Board must vote to determine whether corporation shall buy back shares from shareholder(s) seeking to sell shares per stock restrictions of “Right of First Refusal” outlined in the Articles of Incorporation;

(e) Board must vote to determine whether to bring a sale, merger or liquidation proposal brought forth by the Executive Committee to vote in a stockholders meeting;

(f) Board must vote to determine whether to buy, acquire stake in another company via a proposal brought forth by the Executive Committee;

(g) Board must determine whether to organize a new subsidiary company or a jointly-owner entity with another company via a proposal brought forth by the Executive Committee;

(h) Board must approve decision to purchase goods or services in excess of \$1,000,000.00;

(i) Board has power to raise or lower an individual officer’s spend approval threshold.

(j) Board has duty to set performance expectations, performance reviews, and review the compensation (either salary or discretionary bonuses) of the Executive Committee annually.

If the terms of this clause 13 conflicts with any other terms set forth in Articles of Organization or bylaws this paragraph shall control.

14. Specific powers and terms concerning the Chairman of the Board.

(a) Can unilaterally call a Special Stockholders Meeting

(b) Schedules and presides over all meetings of directors and stockholders

ARTICLE III Officers

1. Enumeration. The officers of the corporation shall consist of three chief executive officers that make up the “Executive Committee”, and a chief financial officer/treasurer and such other officers, including without limitation a general counsel/secretary, chief operating officer, chief marketing officer and one or more vice presidents that shall make up the “Management Committee” in conjunction with the members already serving of the “Executive Committee.

2. Qualifications. No officer need be a stockholder or a director. The same person may hold at the same time one or more offices unless otherwise provided by law. The secretary shall be a resident of Massachusetts unless the corporation shall have a resident agent. Any officer may be required by the board of directors to give a bond for the faithful performance of his duties in such form and with such sureties as the board may determine.

3. Appointment, Reporting & Reviews. The chief executive officers that sit on the Executive Committee shall report to and be annually reviewed by the board of directors at its first meeting following the annual meeting of the stockholders for individual and collective performance. The board of directors may appoint new chief executive officers at this or any other meeting. All other officers shall be chosen or appointed by, report to, be reviewed and removed by the Executive Committee. s. The board of directors also has power to remove officers outside of the Executive Committee for cause or incapacitation via a majority vote.

The number of officers serving on the Executive Committee may only be altered by a majority vote of the board of directors or stockholders.

The number of officers serving on the Management Committee may only be altered by a majority vote of the board of directors or stockholders.

4. Term. Except as otherwise provided by law, by the articles of organization or by these bylaws, the officers listed in Section 1 of this article shall serve indefinitely unless either a resignation is rendered to the board of directors or Executive Committee, removal with or without cause by appropriate powers listed in Section 3 of this article or by incapacitation or death.

5. Resignations. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the Executive Committee or to the secretary. Such resignation shall become effective at the time or upon the happening of the condition, if any, specified therein or, if no such time or condition is specified, upon its receipt.

6. Removal. Any officer on the Executive Committee may be removed from office with or without cause by the vote of a majority of the directors then in office. Any officer listed in the Management Committee of this article may be removed for cause by the vote of a majority of the directors then in office. Any officer in the Management Committee not also a member of the Executive Committee may be removed from office with or without cause by the vote of a majority of the officers within the Executive Committee. An officer may be removed for cause only after a reasonable notice and opportunity to be heard before the board of directors and/or the Executive Committee.

7. Vacancies. Vacancies in the Executive Committee e may be filled by the board of directors. Vacancies in the offices of Management Committee outside of the Executive Committee may be filled by the Executive Committee.

8. Certain Duties and Powers. The officers designated below, subject at all times to these bylaws and to the discretion and control of the board of directors, shall have and may exercise the respective duties and powers set forth below.

The Executive Committee. The Executive Committee shall be a group of three chief executive officers of the corporation and shall have general operating charge of its business with each managing the three main components of the current business, cultivation, manufacturing and the back office. Unless otherwise prescribed by the board of directors, they shall, when present, preside at all meetings of the stockholders, and, if a director, at all meetings of the board of directors.

The Executive Committee will also carry out any directs issued by the Board, whether individually or jointly.

This committee shall meet at a minimum of once per month. Any chief executive officer sitting on the board may call for a meeting at any time. All members of this committee must be present to constitute a quorum. Any joint action by the committee must be voted on by a majority. Proxies may sit in for a member of the committee for a meeting if advance notice is given to other members of at least 24 hours is given. Proxies may only vote if approved by all other sitting members.

Management Committee. The Management Committee shall consist of a group of officers reporting to the Executive Committee as outlined by these by-laws. This committee shall meet at a minimum of once per month. The chief executive officers that sit on the Executive Committee shall also sit on the Management Committee. The Management Committee shall meet to discuss issues affecting the company as a whole and in particular areas. The Management Committee is a non-voting committee, but informal votes may be held to gather a consensus across its members, though the results of such votes do not need to be carried out by the Executive Committee, board of directors or any other such governing body.

Chief Financial Officer/Treasurer. The treasurer shall be the chief financial officer of the corporation and shall cause to be kept accurate books of account.

Chief Operating Officer. The Chief Operating Officer shall oversee the management of the areas of security, logistics, HR and more as directed by the Executive Committee.

Chief of Marketing and Client Service. The Chief of Marketing and Client Service shall oversee the areas of marketing, client service and relations, public relations and more as directed by the Executive Committee.

General Counsel/Secretary. The general counsel/secretary shall keep a record of all proceedings of the board of directors. In the absence of the secretary, if there be one, from any meeting of the board of directors, an assistant secretary, if there be one, otherwise a secretary pro tempore designated by the person presiding at the meeting, shall perform the duties of the secretary at such meeting.

Vice Presidents. The Executive Committee may appoint or remove one or more vice presidents to the Management Committee with a majority vote. Vice presidents may be from any area of the company.

9. Other Duties and Powers. Each officer subject at all times to these bylaws and to the discretion and control of the board of directors, shall have and may exercise, in addition to the duties and

powers specifically set forth in these bylaws, such duties and powers as are prescribed by law, such duties and powers as are commonly incident to his office and such duties and powers as the board of directors may from time to time prescribe.

ARTICLE IV Capital Stock

1. Amount and Issuance. The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue shall be stated in the articles of incorporation. The directors may at any time issue all or from time to time any part of the unissued capital stock of the corporation from time to time authorized under the articles of organization, and may determine, subject to any requirements of law, the consideration for which stock is to be issued and the manner of allocating such consideration between capital and surplus.

2. Certificates. Each stockholder shall be entitled to a certificate or certificates stating the number and the class and the designation of the series, if any, of the shares held by him, and otherwise in form approved by the board of directors or by any shareholder agreement contract signed between the holder and the corporation. If issued, such certificate or certificates shall be signed by the chief financial officer/treasurer. Such signature may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a director, officer or employee of the corporation. In case any officer who has signed or whose facsimile signature has been placed on such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue.

Every certificate issued for shares of stock at a time when such shares are subject to any restriction on transfer pursuant to the articles of organization, these bylaws or any shareholder or restricted stock agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back of the certificate either (i) the full text of the restriction or (ii) a statement of the existence of such restriction and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

Every certificate issued for shares of stock at a time when the corporation is authorized to issue more than one class or series of stock shall set forth on the face or back of the certificate either (i) the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series, if any, authorized to be issued, as set forth in the articles of organization or (ii) a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

3. Restrictions on Transfer of Stock. Any stockholder, including the heirs, assigns, executors or administrators of a deceased stockholder, desiring to sell or transfer such stock owned by him or them, shall do so in the manner following:

- (a) Shareholders are prohibited from selling, transferring or otherwise disposing of their Shares or any interest in their Shares unless:

- a. the Shares are first offered at not more than Fair Market Value to the Company of the class of Shares being sold on a pro rata basis ("Offer One"); and
 - b. the Shares remaining after Offer One are offered to all other Shareholders on an equal basis ("Offer Two") for not less than the price specified in Offer One and on terms not more favorable than those in Offer One.
- (b) The Shares remaining after Offer Two may be offered to any person or entity (the "Third Party Offer") for a period of 180 days from the date on which Offer Two was made for not less than the price specified in Offer Two and on terms not more favorable than those in Offer One.
- (c) Offer One, Offer Two and the Third Party Offer (collectively and individually the "Offer") will be in writing and will specify:
- a. the price at which the Shares are offered;
 - b. the date by which time the Offer must be accepted, which will be not less than 10 Business Days from the date on which the Offer is made;
 - c. the terms of the Offer; and
 - d. the closing date for the sale of the Shares, which will be between 30 and 90 Business Days from the date on which the Offer is accepted.
- (d) Any Offer not accepted within the time period specified for accepting the Offer will be deemed to be declined.

No shares of stock shall be sold or transferred on the books of the corporation until these provisions have been complied with, but the board of directors may, in any particular instance, waive the requirement.

4. Transfers. The stockholders may make such rules and regulations not inconsistent with the law, with the articles of organization or with these bylaws as it deems expedient relative to the issue, transfer and registration of stock certificates. The stockholders may appoint a transfer agent and a registrar of transfers or either and require all stock certificates to bear their signature. Except as otherwise provided by law, by the articles of organization or by these bylaws, the corporation shall be entitled to treat the record holder of any shares of stock as shown on the books of the corporation as the holder of such shares for all purposes, including the right to receive notice of and to vote at any meeting of stockholders and the right to receive any dividend or other distribution in respect of such shares.

5. Record Date. The board of directors may fix in advance a time, which shall be not more than sixty (60) days before the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting and any adjournment thereof or the right to receive such dividend or distribution or the right to give such consent or dissent, and in such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date; or without fixing such record date the directors may for any of such purposes close the transfer books for all or any part of such period.

6. Lost Certificates. The board of directors may, except as otherwise provided by law, determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed.

7. Classes of Stock. There shall be two classes of stock being Class A: Common Stock and Class B: Preferred Stock. Upon the creation of Fuego Farms, Inc. the shares available for distribution and allocation shall be 70,000 shares of Class A: Common Stock and 30,000 shares of Class: B Preferred Stock.

8. Rights and Powers of Class A: Common Stock. Common Stock shares entitle shareholder to (a) voting rights, one vote for each share of Common Stock; and (b) rights to its own declared dividend.

9. Rights and Powers of Class B: Preferred Stock. Preferred Stock shares entitle shareholder to (a) voting rights, one vote for each share of Preferred Stock; (b) rights to its own declared dividend; (c) the highest liquidation preference amongst any other class of shareholders; (c) upon any merger, acquisition or IPO event voted on by the shareholders, each share of Class B preferred stock shall convert to one share of Class A common stock

ARTICLE V

Miscellaneous Provisions

1. Fiscal Year. The fiscal year of the corporation shall begin on the first day of January in each year and end on the last day of December next following.

2. Corporate Seal. The seal of the corporation shall be in such form as shall be determined from time to time by the board of directors.

3. Corporate Records. The original, or attested copies, of the articles of organization, bylaws and records of all meetings of the incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in the Commonwealth of Massachusetts at the principal office of the corporation in said Commonwealth or at an office of the transfer agent or of its clerk or of its resident agent, if any. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to inspection by any stockholder for any proper purpose but not if the purpose for which such inspection is sought is to secure a list of stockholders or other information for the purpose of selling said list or

information or copies thereof or of using the same for a purpose other than the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

4. Voting of Securities. Except as the board of directors may otherwise prescribe, the Executive Committee or the Chief Financial Officer/treasurer shall have full power and authority in the name and on behalf of the corporation, subject to the instructions of the board of directors, to waive notice of, to attend, act and vote at, and to appoint any person or persons to act as proxy or attorney in fact for this corporation (with or without power of substitution) at any meeting of stockholders or shareholders of any other corporation or organization, the securities of which may be held by this corporation.

5. Financial Assistance. The Corporation will not give any financial assistance by way of gift, loan, guarantee or otherwise to any Shareholder, director, officer or employee of the Corporation or to any person or entity related to any Shareholder, director, officer or employee. For the purpose of this Agreement, individuals connected by blood relationship, marriage or common-law partnership or adoption are related, and an individual is related to a corporation if the individual has effective or legal control of the corporation, is part of a group that has effective or legal control of the corporation, or is related to an individual or corporation that has effective or legal control of the corporation or is related to a person who is part of a group that has effective or legal control of the corporation.

ARTICLE VI Amendments

These bylaws may be amended or repealed at any annual or special meeting of the stockholders by the affirmative vote of a two-thirds majority of the shares of capital stock then issued, outstanding and entitled to vote provided notice of the proposed amendment or repeal is given in the notice of the meeting. No change in the date fixed in these bylaws for the annual meeting of the stockholders shall be made within sixty (60) days before such date, and notice of any change in such date shall be given to all stockholders at least twenty (20) days before the new date fixed for such meeting.

END OF BYLAWS



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

mass.gov/dor

Letter ID: L1702005632
Notice Date: June 27, 2019
Case ID: 0-000-674-280



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FUEGO FARMS INC
254 NEWHILL AVE
SOMERSET MA 02726-2916

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FUEGO FARMS 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?

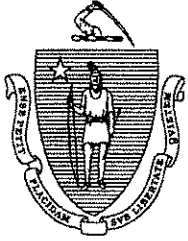
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



William Francis Galvin
Secretary of the
Commonwealth

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

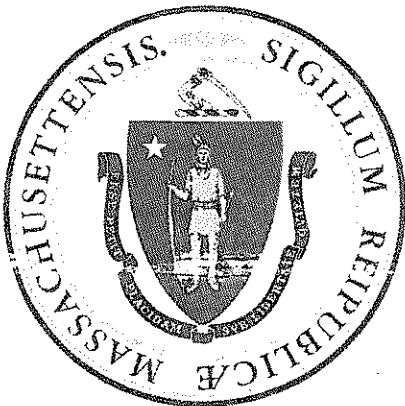
Date: June 21, 2019

To Whom It May Concern :

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

FUEGO FARMS, INC.

is a domestic corporation organized on **January 25, 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.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 19060434360

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

Processed by:

Diversity Plan

Fuego will have a stated prerogative to create a diverse workforce. Having a diverse workforce can bring many benefits to the company in the long run by having different perspectives available for management to call on. Not only lower level roles will be filled with these diversity initiatives but also positions within middle and upper management that will allow for meaningful work and opportunities for professional advancement.

1. 1. We plan to hire a diverse workforce, including:
 - a. Women
 - b. Minorities
 - c. LGBTQ+
 - d. Military Veterans
 - e. People with physical/mental disabilities

Plan Goals

1. Increasing the number of individuals falling into the above-listed demographics working in the establishment and providing tools to ensure their success - **At minimum, One woman, one individual that is a racial minority, one member of the LGBTQ+ community, one military veteran and one individual with a physical or mental disability will be made either a written offer for full-time employment; or shall already be on Fuego Farm's active workforce (meaning they are already currently employed) within the first year of operations (measured by the date license renewals are required by Fuego Farms from the CCC to continue operations).** All records for employment offers and the employee roster shall be made available for review to determine compliance with this goal.

2. Increasing the number of individuals falling into the above-listed demographics in management and executive positions in the establishment and providing tools to ensure their success - **Within the first year (measured by the date license renewals are required by Fuego Farms from the CCC to continue operations), we will have at minimum two managers within the company that are either a woman, a racial minority, qualify as part of the LGBTQ+ community, a military veteran or an individual with a physical or mental disability.** Managers will be considered an employee that has any direct reports within the Company staffing plan.

Plan Programs (Execution of Diversity Plan)

1. **Goal 1** - To achieve our hiring goal, our company will work with local job placement agencies to assist in hiring minorities, veterans, LGBTQ+ individuals and individuals with disabilities to diversify our workforce. We will routinely gather and monitor data to assess the success of these diversity initiatives and make improvements that detail our shortcomings of our own or those of the local job placement agencies to ensure we complete the goals laid out in our plan. To track the progress of this plan, **our HR Department on a quarterly basis shall write a report listing all the engagement Fuego Farms conducted with local job placement agencies and recruiters, detailing the number of candidates reached, how many of them went through the interview process and how many have been offered and started employment. This report shall then be reviewed by the Co-CEOs.**

If unsatisfactory progress is being made in achieving the goals outlined in the plan under this program (Program 1) with the local job placement agencies, the Co-CEOs will make adjustments to the program, including instituting more direct recruiting efforts, such as company run job fairs or the writing of classifieds in the employment section of local newspapers. These more direct recruiting efforts will be executed on a quarterly basis (meaning one job fair per quarter, one listing of open positions per quarter in employment sections of local newspapers with language present that we are looking for someone that is a woman, a racial minority, member of the LGBTQ+ community, military veteran or an individual with a physical or mental disability.) If this more direct recruiting approach is deemed necessary a quarterly report shall still be conducted by the HR Department and given to the Co-CEOs for review.

All reports done by the HR Department shall be made available to the CCC for review upon the license renewal process.

2. **Goal 2** - To achieve our management goal, we will provide those within the listed demographics (a-e) interview opportunities for all management positions that are created or become available in order to make sure we have a diversified workforce at all levels of the management hierarchy. Our recruiting efforts for these positions will also follow the same principles as the Program 1, making sure that our partners in recruiting know our intentions to create a diversified workforce and feed us candidates from the listed demographic categories above. **At minimum, two interviews for these managerial roles shall be conducted by Fuego Farms annually to complete Goal 2. As in Program 1, on a quarterly basis, a report listing the progress of this program to meet the intended goal in this plan shall be made available to the Co-CEOs for review.**

All reports done by the HR Department shall be made available to the CCC for review upon the license renewal process

Plan Metric Tracking, Implementation Protocols and Measurements

The HR Department will collect this data during the hiring process and maintain the company's personnel records per the Personnel Records Procedure. HR, in conjunction with the company CEOs, will ensure the following metrics are kept to ensure we are progressing to meet the goals outlined in this plan and to confirm the programs we have in place to achieve them are working as intended.

1. **Metric Tracked:** Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license.
2. **Metric Tracked:** Number of members of management that fall into the above-listed demographics since initial licensure.
3. **Metric Tracked:** Number of positions created since initial licensure and the ratios of the above demographics within those positions.
4. **Metric Tracked:** Number of postings in diverse publications or general publications with supporting documentation.
5. **Implementation Protocol:** Any actions taken, or programs instituted by Fuego Farms or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
6. **Implementation Protocol:** While implementing this plan, Fuego Farms will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.
7. **Implementation Protocol:** All progress and successes of this plan shall be documented in a manner that is easily reviewable by the CCC during Fuego Farm's license renewal process, which shall occur annually.

Financial, Accounting, and Audit Procedures

WHO: Chief Financial Officer (CFO) is ultimately responsible for the proper execution of all financial related matters. He or she will also create the policies, training plans, financial statement formats, and payment processing procedures. Co-CEO and Board of Directors will also provide higher level policies mandates and guidelines.

The Head of Tax, Controller, and Treasury Manager will be managers reporting to the CFO, each heading their respective areas of Tax Compliance, Accounting, and Banking/Cash Flow.

Staff Accountants will be the employees with the responsibility of maintaining the accounting books and other transactional financial matters, overseen by the Controller.

Financial Management Overview

There will be a firm grip on every dollar to going in and out of the organization, and the accounting books will reflect as such. The CFO (with Co-CEO guidance) will handle the payment of all bills, salaries, taxes and any other costs with the cash on hand. All cash transactions will be meticulously be kept track of and documented due to the impediment of not being able to reference electronic bank or credit card statements & transactions (at least until laws permit otherwise). All transactions will be recorded in real time, including but not limited to:

- Assets and liabilities
- All monetary transactions
- All books of accounts, journals ledgers contracts, copies of checks, invoices and vouchers
- Sales records, quantity, form and cost
- Salary wages paid to employees
- Stipend paid to board members
- Executive pay outs
- Any benefit of item or value paid to any individual affiliated with the company

Financial Records

Records will be kept and stored securely, with a private cloud-based storage one possible option. The company financials will be private information excluding the Board of Directors, Executive and Management Committees, shareholders and any state, local or Federal authorities.

Accounting Overview

As a C Corporation and a business that will have projected high revenues within the first three years, the only logical (and legally allowed) choice of accounting will be the Accrual Method.

The accrual basis of accounting is the concept of recording revenues when earned and expenses as incurred. Accrual basis accounting is the standard approach to recording transactions for all larger businesses, which due to our projected revenue streams, Fuego is to be within a year. This concept differs from the cash basis of accounting, under which revenues are recorded when cash is received, and expenses are recorded when cash is paid. For example, a company operating under the accrual basis of accounting will record a sale as soon as it issues an invoice to a customer, while a cash basis company would alternatively wait to be paid before it records the sale. Similarly, an accrual basis company will record an expense as incurred, while a cash basis company would otherwise wait to pay its supplier before recording the expense.

The accrual basis of accounting is advocated under both generally accepted accounting principles (GAAP) and international financial reporting standards (IFRS). Both of these accounting frameworks provide guidance regarding how to account for revenue and expense transactions in the absence of the cash receipts or payments that would trigger the recording of a transaction under the cash basis of accounting.

The accrual basis of accounting tends to provide more even recognition of revenues and expenses over time, and so is considered by investors to be the most valid accounting system for ascertaining the results of operations, financial position, and cash flows of a business. In particular, it supports the matching principle, under which revenues and all related expenses are to be recorded within the same reporting period; by doing so, it should be possible to see the full extent of the profits and losses associated with specific business transactions within a single reporting period.

The accrual basis requires the use of estimates in certain areas. For example, a company should record an expense for estimated bad debt that have not yet been incurred. By doing so, all expenses related to a revenue transaction are recorded at the same time as the revenue, which results in an income statement that fully reflects the results of operations. Similarly, the estimated amount of product returns, sales allowances, and obsolete inventory may be recorded. These estimates may not be entirely correct, and so can lead to materially inaccurate financial statements. Consequently, a considerable amount of care must be used when estimating accrued expenses.

Estimates of our both our expenses and revenues will initially be based off our financial projections that have been created for the business. They will then be in turn based on the actual results of the initial 6-8 months of operations, which should more or less reflect the realistic expectation of both manufacturing and harvest operations.

Hiring staff accountants and a CFO with experience with accounting with this method will be a requirement, except perhaps bookkeepers or other transactional personnel. A competent staff will be hired as soon as possible after the first harvest is sold, to certify our accounting books are meticulously maintained by trained professionals to prepare for financial audits, both internal and external.

Internal Financial Audits.

Our accounting and finance teams and personnel must go about all their work with the full expectation that they will be double checked at some point by auditors. The key to an efficient and successful financial audit is preparation. Being well prepared for an audit saves time and money, and ultimately helps your business achieve the desired outcome: an accurate financial statement.

Being Organized - Before the audit takes place, we will have a reconciled trial balance with all of the posted year-end adjustments recorded. Closing out the financial year that the auditor will be reviewing saves time, as it's difficult to audit efficiently when the numbers are still changing. This will be part of our procedures since we can anticipate an audit. We will coordinate staff to assist with the audit and ask how many auditors will be working in our office, as we'll potentially need to provide them with adequate space. Acting as a cohort will be an important component during this process.

Setting Up a Timeline - Good communication with the auditors is critical to avoiding surprises and creating a timeline for the audit up front is a crucial step in establishing that dialogue. Determining when the audit will begin and end, as well as any incremental deadlines, and receive it in writing will be part of our audit preparation. Obtaining a detailed list from the auditors of which documents and information they'll need to see will be essential for adequate preparation as well. We will also request any necessary confirmations promptly to save auditors time spent waiting for responses.

Requesting Back Documentation - Once the audit is finished, we will request supporting documentation of any adjustments the auditors made, as well as the account combinations and adjusted trial balance used in preparing the financial statements. This will ensure our books are up to date with any of the auditor's findings or adjustments.

Internal Audit Teams – As previously mentioned in the management sections of this plan, each Co-CEO along with the Head of Compliance will conduct internal audits of the company to ensure compliance with all Federal, state and local regulations. This will also include internal financial audits as well, where the CFO will partner with the responsible parties. These internal audit checks will allow us to prepare for external audits and provide our accounting and finance teams to practice and prepare for the real thing. It will also of course help to uncover any errors that may be present so they may be corrected prior to any external audit occurring.

Use of Checklists – We will use extensive use of checklists when prepping for the financial audit. An example of such a checklist can be shown below:

FINANCIAL AUDIT PREPARATION CHECKLIST

REQUESTED BY		AUDITOR
REVIEWED	ATTACHED	INFORMATION
<input type="checkbox"/>	<input type="checkbox"/>	General ledger.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end trial balance and financial statements broken down by net asset class
<input type="checkbox"/>	<input type="checkbox"/>	Schedule of Federal Awards showing federal awarding agency, pass through agency, grant number, program name, CFDA number, award amount, current year expenses, and prior year expenses.
<input type="checkbox"/>	<input type="checkbox"/>	Grant agreements for those grants expired or expiring.
<input type="checkbox"/>	<input type="checkbox"/>	List of Board of Directors for the fiscal year.
<input type="checkbox"/>	<input type="checkbox"/>	List of members of the Audit Committee, if applicable, or oversight board for the audit.
<input type="checkbox"/>	<input type="checkbox"/>	Minutes of meetings of the Board of Directors and Committees, including summary of any board actions that affect the designated and undesignated fund balances.
<input type="checkbox"/>	<input type="checkbox"/>	Personnel manual.
<input type="checkbox"/>	<input type="checkbox"/>	Accounting Policies and Procedures manual.
<input type="checkbox"/>	<input type="checkbox"/>	Lease agreements.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end payroll tax reports, Forms W-2, W-3, and 1099's issued during the calendar year
<input type="checkbox"/>	<input type="checkbox"/>	Outside payroll service report for the fiscal or calendar year end
<input type="checkbox"/>	<input type="checkbox"/>	Fiscal year budget.
<input type="checkbox"/>	<input type="checkbox"/>	Detailed list of donations of goods and services, including the number of hours on donated services.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of legal fees paid, with the name and address of all attorneys used throughout the year.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of repairs and maintenance account
<input type="checkbox"/>	<input type="checkbox"/>	All paid bills, bank statements and grant reports for the year.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end bank reconciliation and bank statements
<input type="checkbox"/>	<input type="checkbox"/>	Bank reconciliation should have a complete list of outstanding checks with check number, date, and amount.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of deposits in transit should also be listed.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end investment summary showing year-to-date transactions and balance of investments held at year-end at fair market value (FMV) and original cost (FMV at date of donation).
<input type="checkbox"/>	<input type="checkbox"/>	Documentation of donations of marketable securities.
<input type="checkbox"/>	<input type="checkbox"/>	List of unconditional promises to give and underlying documentation.
<input type="checkbox"/>	<input type="checkbox"/>	List of grant funds received and receivable, including grant award numbers and funding sources. Extended physical inventory of items held for resale.
<input type="checkbox"/>	<input type="checkbox"/>	Fixed asset and depreciation schedule, including copies of any documentation relating to donated fixed assets.
<input type="checkbox"/>	<input type="checkbox"/>	Reconciliation to support any other asset accounts.
<input type="checkbox"/>	<input type="checkbox"/>	List of year-end accounts payable and accrued expenses such as payroll tax payable and accrued compensated absences.

Payment of Taxes

We will have three separate government entities where tax payments will be made. First, as a C-Corporation, we will pay the Federal IRS corporate income tax. Second, will be to the state of Massachusetts, for the taxes put in place for the cannabis industry. Third, will be to the town of Middleboro, which shall be entitled to local taxes stipulated in the host agreement. All tax payments will be made timely, and preferably electronically. These payments will in most cases be paid quarterly, with some coming at year end.

While we will at some point early on in our company's existence hire a Head of Tax who will manage and ensure that these taxes are done correctly, in the meantime we will use some outside firms to make sure these are being done correctly. Under or overpaying taxes can result in a whole set of problems, ranging from compliance violations to reducing capital available for expansion. It is quintessential, therefore, for us to always ensure our tax payments are made with the utmost accuracy every quarter.

Budget Process & Internal Financial Controls

The budget process, and the controls that will be put in place to ensure that all spending is approved and tracked by the appropriate parties and will be enshrined into the Corporate Governance document. The budgeting of funds is important for setting the necessary boundaries for each team or department, so managers can plan out the details in conjunction with what they can achieve regarding the financial resources available to them.

This process would occur prior to the beginning of the operating year, with the CFO and Executive Committee (Co-CEOs) playing the most central role, though other managers in their respective departments (mostly the Management Committee) will also have a role to play with regards to their specific areas. The tracking of budgets will consequently be both the dual responsibility of the managers in the areas that receive designated funds, and the CFO/Finance Department, in order to make sure they are being held accountable to the proper levels of expenditure. If mid-years adjustments, whether up or down, to the budgets need to be made, it will go through a formal process, based on the Corporate Governance structure, with appropriate approvals needed for the right levels of management based on the amount of the increase/decrease. Large single disbursements will also need approvals, the thresholds determined by the Corporate Governance document as well. The CFO and the Finance Department will be the central player in all budget creation and management throughout the company, as they will have the best comprehension of the financial situation of the company, and how budgets and expenditures of the precise areas affect the company's financial position overall.

The controls of financial budgets and expenditures will be clear to all of management, with detailed written records of not only the transactions, but the approvals needed for them to occur

as well being maintained. This level of detail will help the company in any potential external audit, which along with auditing the financial statements themselves, audit that company controls are being followed, and executed accordingly. Having external audit results manifest that our internal financial controls work and are being followed will then be a great asset to the company, as it will show the public (and potential buyers, investors, etc.) that our company is being commendably operated, and allow them to have confidence in the financial statements we are producing. Functioning in an industry that still expresses some ambivalence in the public discourse, the reputation of our financial reporting and operations is essential.

Personnel Policies and Procedures

Background Check Procedure

Background Check Overview

The background check process is mandatory for anyone who wishes to work in the Massachusetts recreational or medicinal cannabis industry. Already outlined as one of the key steps of the Hiring Procedure, this document will dive into more detail of what can be expected for each candidate when going through

General Policies

- Who:
 - HR Team, managed by the Head of HR, will ensure the proper data is received and submitted for each background check.
 - Chief Security Officer will provide guidance on selecting a third-party background check company.
- All background checks shall be recorded and saved per the Personnel Record-Keeping Procedure.
- Any failed background check will prohibit the hiring of the candidate.
- The company will pay the costs of all background checks.

Information Gathered

- The full name, date of birth, social security number and address of the individual
- All aliases used previously or currently in use by the individual, including maiden name, if any
- 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
- An attestation that the individual will not engage in the diversion of marijuana products
- 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
- 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

- 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
- 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
- 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
- Any other information required by the Commission or the third-party background check company.

Employee Policies (High-Level Overview)

Employee Policies Overview

The document will serve as a high-level overview of some (but not all) of the key policies as it relates to our employees' relationship with the company. It does NOT serve as our official Employee Handbook. An official Employee Handbook, using information shown here as a starting point, will be created after the acquisition of the Provisional License from the Commission but prior to the company receiving its Final License and Commence Operations notice. The official Employee Handbook will be made available for review by the Commission at that time, after it has been written and reviewed by subject matter experts in Massachusetts Labor Law.

After the beginning of operation, the Head of HR will in conjunction with the General Counsel will oversee the Employee Handbook and ensure it is maintained and updated with changes in both company policy and Massachusetts or Federal Labor Laws.

Policies

Payroll – Company payroll will occur on a monthly basis to start but will transition to a bi-weekly. We will purchase payroll software to easily process these payments, which includes calculating the various taxes for both the employee and employer. This is very important to avoid any type of tax or labor compliance issues, especially in an industry where financial audits are likely. For hourly employees, it shall be their responsibility to fill out timecards and have their direct manager approve them before handing them into the current responsible party taking care of payroll.

Time Off – Fuego will offer to all employees, two weeks or 10 business days of PTO time per year. We will allow employees to carry over unused PTO into the following year, capping out at 25 business days. All time off requests must be approved by the employee's direct manager, either prior to any vacations or after the fact in the case of a sick day. We will not, however, allow employees to get PTO if their bank is at 0, any days not worked at that point will be considered unpaid.

We believe offering a good time off package is a valuable benefit to our employees, and all shall have it. PTO time will grow with depending on time with the company. It is one of the tools that we hope entices workers to stay with us long-term and avoid as much employee turnover as possible. Upon termination, any PTO not used by the employee will be paid out based on their current salary in the final check per Massachusetts labor laws.

Work Hours – All full-time employees shall be expected to work 40 hours per week, with additional time needed if requested by management. Hourly employees shall be paid overtime for the additional time, while salary employees shall receive compensation days (essentially a PTO day added to their bank), if they work more than 48 hours during the week. However, any manager or employee that owns common stock in the company will not be allowed to accrue compensation days, as the extra time put forth should be for the benefit of the company and thus raising the value of the stock they own.

Daily hours shall be from 9am-6pm, with a lunch hour at 12pm. Employees may come in earlier and stay later as long as they achieve their 8 hours of work, but only at times permitted by local laws.

Holidays which our employees will have off are listed below:

- Christmas
- Columbus Day
- Thanksgiving
- Veteran's Day
- New Year's Day
- Labor Day
- Memorial Day
- Independence Day
- Easter

If employees have to work during the holidays above due to pressing matters at the facility, then they shall be paid 1.5X their usual daily or hourly rate.

Drug and Alcohol Free Workplace - Fuego Farms explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on company or customer premises or while performing an assignment.
- Being impaired or under the influence of legal or illegal drugs or alcohol away from the company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Leave Policy – Per state law, our company will provide 3 paid jury duty days. We will also provide 3 days of Bereavement Leave for immediate family members.

In addition, we will provide parental leave, 4 weeks for mothers and 1 week for fathers. Like the PTO policy, this is a benefit we want to give back to our employees to ensure that they feel they are cared for. This is part of our strategy of retaining and taking care of our employees to avoid turnover and to get their best effort and ownership mentality.

Severance – Severance will be given to employees when management deems it necessary. Our most common use of it will be to make sure that employees with non-compete clauses (those that are close and involved with confidential information), in order to make sure they don't jump ship to an immediate competitor straight away, thus allowing the company time to prepare and mitigate such a move. Severance duration and amount shall be determined on an individual basis by management at the time of termination.

Non-Compete Clauses – For employees that will work with confidential IP or financial materials (think management positions in the Finance, Cultivation and Manufacturing Departments), employee contracts will contain some type of non-compete clause that will prevent them from working for an immediate competitor for a certain period after termination. This is to allow the company time to mitigate the risk of defection. Employees with such clauses will be paid via

severance to mitigate any financial hardship they may endure. All non-compete clauses will be written within allowable labor laws and practices and review by the General Counsel. Waivers may be granted in certain cases by the Co-CEOs.

Review Period & Compensation Changes – All employees, from the Co-CEOs on down, will undergo an annual review to evaluate their performance, based on a scale from 0 to 5 (with 5 being the best). Each manager shall be up front with the expectations of their employee at the beginning of the year and/or employment, so that both sides are on the same page when the review process commences. During this review process, changes to compensation can be negotiated; however, any increases above a certain threshold will have to be signed off by the CFO and Executive Committee. If there is a disagreement between the employee under review and their manager, it can be escalated up to the next management level in order to attempt to reach a consensus on what is verifiable.

Promotions and transfers will also be discussed in these meetings, to ensure that our employees have a development path and something to work towards. Moreover, knowing what our employees want to do will enable us to provide them with the training and opportunities they need to grow, which will in turn provide benefits to our company as a whole, with a more skilled and engaged workforce.

Bonuses – There will be two main categories of bonuses given to employees. The first category will be discretionary annual bonuses granted to any employee that performs above and beyond their expectations (higher than a 3 on the performance scale). The manager will have discretion to grant up to a certain amount, but any bonuses above that must be approved by both the CFO and the Executive Committee. These bonuses shall reward the employees that go above and beyond, and the promise of such bonuses for good performers should drive employees to take more ownership and achieve more than what is expected of them. Before reviews begin, however, the CFO will determine how much money shall be allocated for bonuses, so as to avoid any potential jeopardy to the company's overall financial health.

The second category would be bonuses given to those manicuring/trimming. As one of the most labor-intensive parts of the harvesting process. These bonuses shall be determined by the Head of Cultivation based on quotas given to the workers that work in the trimming area prior to the beginning of the harvest. An example would be something like 5 lbs. per week, though the exact numbers shall be determined per harvest based on specific details.

Benefits – After completing the capital investments and as the employee count rises, we plan on investing back into our workforce by providing benefits such as health, dental, vision, life insurance, 401k, etc. as deemed financially possible by the CFO and Executive Committee.

Ethics – Our Company will institute an ethics policy that will hold all of our employees to the highest professional standards. We are committed to uncompromising integrity in all that we do, and in the way in which we relate to each other, and to people outside the company. While the

standards in this policy are mainly based on laws, they also reflect the values that define us and our company. We must constantly strive to avoid any circumstances that may create a conflict, or the appearance of a conflict, between our personal interests and those of the company. The standards in this policy may be implemented, interpreted, or amended from time to time through written procedures or other compliance guidelines. All supervisory and management employees, including all officers and directors of the company, have a special responsibility to lead according to the standards of this policy, in both words and action. Our supervisory and management employees are also expected to adhere to and promote our “open door” policy. This means that they are available to anyone with ethical or other concerns, questions or complaints. We also maintain a confidential “hotline” that employees can call in those circumstances (the HR department will manage the “hotline” and all resulting inquiries) All concerns, questions and complaints will be taken seriously and handled promptly, confidentially, and professionally. Moreover, no retaliation will be taken against any employee for raising any concern, question or complaint in good faith. In order to maintain a culture where the good of the company comes first and foremost, it will be a prerogative to hold all employees accountable to these ethics’ outlines. For violations, punishment can include up to termination and possible legal action if laws themselves were broken.

Worker Safety - Insuring the safety and wellbeing of Fuego’s employees and visitors will be taken very seriously. Strict guidelines will be created to minimize the risk to both people and product. The following guidelines will be a requirement for continued employment.

- Personal Protective Equipment – All personnel, including any approved visitors, will dress in protective clothes when entering the restricted growing area and when handling unpackaged product. These will serve as a dual purpose for keeping the plants free from any type of pests or infestations, and keep people from experiencing any unwanted health related reactions due to the plant (allergies etc.)
- Fire Safety – Fuego will have numerous fire extinguishers on site as well as smoke detectors. Fuego will also insure that all structures are in full compliance of fire code regulations.
- Monitoring of Hazardous Gases – Fuego will install detectors that will monitor for hazardous gases such as carbon monoxide to ensure the safety of the people on site. This will also be in line with any commercial regulations in this area.
- Evacuation Maps and Procedures – All operational structures will have clear access to exits in the need for a quick evacuation. These exits shall remain clear always. When hired, employees will also receive training on where these exits are. For larger structures, maps will be posted to indicate the locations of all the exits.
- Medical Equipment on Site – Fuego will have on site a medical station that will a first aid kit, AED, and any other necessary medical equipment necessary. This will be installed in a clearly marked location that is accessible to all employees.

Personnel Record-Keeping

Personnel Record-Keeping Overview

The importance of an accurate employee record stretches far beyond the legal ramifications of that information not being current. For employers, keeping accurate records can help recruitment, identify gaps in skills, and save time while performing administrative duties.

It's also a legal responsibility. Maintaining tax information, wage information, employee demographics, and other required documentation is essential to meeting your legal obligations. When regulators ask for employee information, having it available in a single, easy to find place is essential.

Lastly, the contents of the personnel file provide a historical overview of the important happenings during an employee's career. They support the decisions that are made about the employee and his or her career. They demonstrate the employer's rationale behind hiring, promotions, transfers, rewards and recognition, and firing decisions.

General Guidelines

- Who: The Head of HR will be responsible for the custodianship and authenticity of all employee data and records.
- Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- **Data will be stored in cloud to avoid the possibility of lost records.**
- **All physical records will be securely stored in a locked location with access only available to authorized personnel. All digital records will be highly secured utilizing the latest digital security protocols only accessible to authorized personnel and the CCC. This is to ensure information remains confidential.**
- Records kept must be available for inspection by the Commission, upon request.

Records

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each employee (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:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);

- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken
- Notice of completed responsible vendor and eight-hour related duty training.
- Medical Records (if applicable to job)
- Drug Tests (if applicable)
- I-9 Records
- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Payroll Data - 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 the company.
- Resumes of potential candidates and any other data collected during the interview/hiring process

EMPLOYEE TERMINATION

Termination Overview

The process of offboarding an employee after a voluntary or involuntary termination. This process will be fully documented and archived to ensure a legal and compliant offboarding, and to ensure that there are no chances of future grievances by exiting employee against the company.

General Policies

- Who:
 - Manager of terminating employee to indicate to HR Manager that termination is occurring.

- HR Manager or HR Associate to inform employee of termination if involuntary.
- HR Manager or HR Associate to conduct exit interview and ensure the collection of any company property.
- Manager of termination employee to provide Termination Agreement terms, contract reviewed by the General Counsel and HR Manager to ensure contract meets legal and company policies.
- All steps of the process are to be documented and archived per the Personnel Records Procedure.
- Direct manager of terminating employee shall never have direct contact with employee if termination is involuntary
- Copies of receipt of final pay will be made to ensure compliance with Massachusetts Labor Law.
- **Any employee/agent that has been caught in the diversion of marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be dismissed immediately and terminated involuntarily for cause.** This employee/agent shall then be reported to local law authorities and the CCC immediately upon discovery of said violations, with all appropriate evidence handed over. An immediate internal investigation will also then take place to identify if any company policies or procedures need updating to prevent a repeat offense.

Procedure

Voluntary Termination

1. Upon resignation, employee must provide in writing their last working day within their resignation letter and deliver the letter to direct manager.
2. Direct manager informs HR Manager or HR Associate notification of the termination and the date effective.
3. On the termination date, employee returns all company assets including Marijuana Establishment Agent Registration Card to HR Manager or HR Associate.
4. HR Manager or HR Associate Member conducts exit interview and signs document indicating that all assets were returned.
5. If applicable HR Manager or HR Associate will give Termination Agreement to employee and provide signature deadline in accordance with Massachusetts labor law.
 - a. If signed, HR Manager or HR Associate will follow up periodically to ensure adherence to the terms of agreement.
 - b. General Counsel and HR Manager to review any Termination Agreement prior to it being given to exiting employee for signing.

6. Company will send employees final compensation which includes any unused PTO within the next pay cycle in accordance to Massachusetts labor law.
7. HR Manager or HR Associate will notify the CCC within one business day of employee termination.
8. Employee records will be kept for at least 12 months after termination per Personnel Records Procedure.

Involuntary Termination

1. Notification of termination (including the final date) is given to HR Manager by the direct manager of the terminating employee.
2. HR Manager or HR Associate notifies employee of termination in person in Human Resources Area
 - a. Onsite security personnel are notified that involuntary termination is about to take place and are available to call to escort employee off premises if necessary.
3. On day of termination employee returns all company assets including Marijuana Establishment Agent Registration Card to HR Manager or HR Associate.
4. HR Manager or HR Associate conducts exit interview and signs document indicating that all assets were returned
5. If applicable HR Manager or HR Associate will give Termination Agreement to employee and provide signature deadline in accordance with Massachusetts labor law.
 - a. If signed, HR Manager or HR Associate will follow up periodically to ensure adherence to the terms of agreement.
 - b. General Counsel and HR Manager to review any Termination Agreement prior to it being given to exiting employee for signing.
6. Company will distribute to employee final compensation which includes any unused PTO on last day of employment in accordance to Massachusetts labor law.
7. HR Manager or HR Associate will notify the CCC within one business day of employee termination
8. Employee records will be kept for at least 12 months after termination per Personnel Records Procedure

HIRING PROCEDURES

Hiring Overview

The hiring procedure is the method our company will search for and bring on new employees. This will be done as new employees are needed either from expansion needs or the need to

replace former employees lost to turnover. The interview and background check will be extensive to ensure the right person is hired.

General Policies

- Who:
 - Hiring Manager to indicate that there is an open position and provide guidelines for open position posting and qualifications needed.
 - HR Associate to post open role to appropriate hiring channels
 - HR Associate to provide submitted resumes to Hiring Manager
 - Hiring Manager is to conduct Resume reviews, and interview process.
 - HR Associate is to oversee background check process, Chief Security Officer and/or VP of Security to provide guidelines for background check (See Background Check Procedure).
 - HR Manager and General Counsel to review employee contracts for compliance reasons.
- The hiring of all positions will take into consideration Fuego Farm's host agreement with the local municipality to hire locally and advertise positions at local job fairs, career centers ect.
- The hiring of all positions will take into consideration Fuego Farm's Diversity Plan, to employ a diverse workforce.
- The hiring of all positions will take into consideration Fuego Farm's Disproportionate Impact Plan, to employ a wide range of employees from different economic circumstances.
- All hiring steps including applications, interviews, and background checks shall be recorded and saved per the Personnel Records Procedure.

Procedure

1. Hiring Manager indicates there is an open position
 - a. Hiring Manager provides qualifications, salary range, when position needs to be filled and job description
2. HR Associate posts open position on appropriate channels
 - a. Internal Postings that are made available to employees
 - b. Company website
 - c. Career Websites
 - i. Indeed.com
 - ii. Hemp Staff
 - d. Local job fairs and career centers which are to be done per the Social Equity, Diversity, and local hiring plans and initiatives.
3. Resume Analysis
 - a. Hiring managers of position reviews resumes and selects candidates

4. Collection of personal data
 - a. Candidates fill out employment application containing all pertinent data either on company website application portal or via third party employment firms
5. Phone Call Screening
 - a. Hiring manager discusses resume and experiences and determines if they want to move forward with hiring process
6. In-house interview
 - a. Hiring manager with at least one other member of management for multiple perspectives
 - b. Candidate fills out Application for Registration of a Marijuana Establishment Agent
7. Reference check
 - a. Primary manager will call at least three references provided by candidate
8. Verbal Offer
 - a. Hiring manager calls candidate to discuss compensation and role/title
9. The final contract is written by Hiring Manager and then is reviewed by both general council and HR Management to ensure contract meets legal and company policies.
 - a. Includes employment contract, NDA, non-compete if applicable, shareholder agreements if applicable
 - b. Send written employment offer package to candidate
10. Document returned and signed contract from candidate.
11. Submit candidate information to background check company per Background Check Procedure.
 - a. Company will pay all associated fees and for background check and information requests
 - b. If candidate fails to pass background checks they are notified of the failure and the process is terminated
12. HR Associate will submit candidate application for Marijuana Establishment Agent to CCC
13. Upon company receiving Agent Registration card, candidate is called by the Hiring Manager and is informed of the start date.
14. Candidate then undergoes onboarding and training per Onboarding and General Training Procedure.

Marijuana Agent Card Application & Renewal

Marijuana Agent Card Overview

In order for anyone to work in the Massachusetts' cannabis industry, they need to be in a possession of a Marijuana Agent Card, as supplied by the Cannabis Control Commission. These

cards also then must be annually renewed and returned when the Agent is no longer working at the company.

General Policies

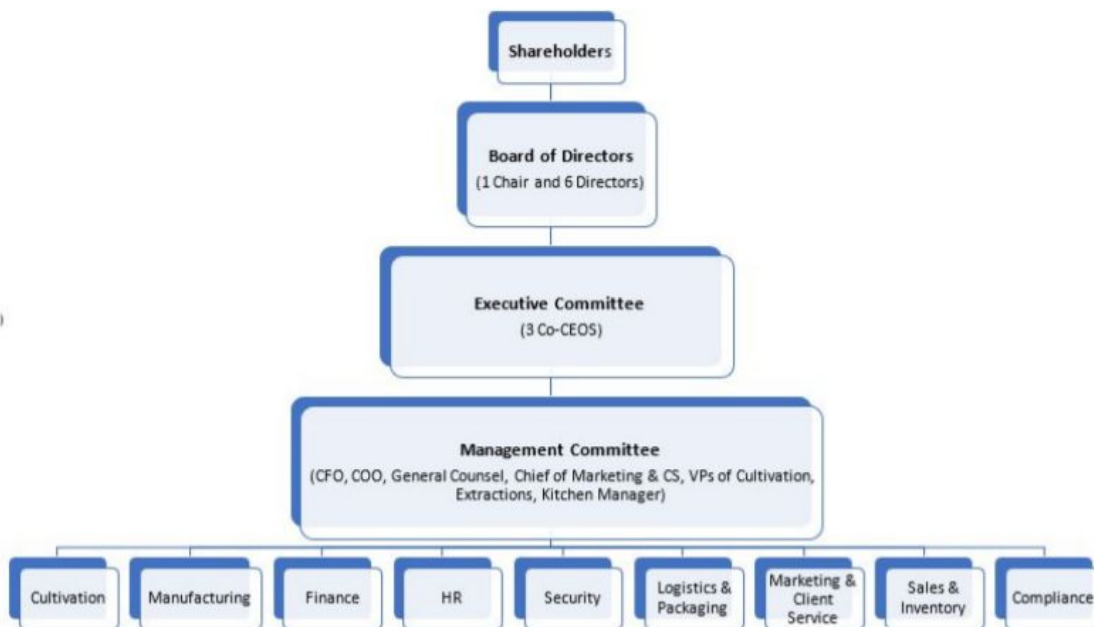
- Who: Head of HR is responsible, along with the Compliance Manager, to ensure all employees have valid and up to date Agent Cards.
 - Head of HR will execute the renewal of the licenses annually.
- Company will maintain database of each employee's Agent Registration Card renewal dates which notifies HR when renewals are upcoming
- 30 days before the renewal date, Fuego Farms will submit renewal application and associated fees to the CCC
- Upon successful renewal, company will update employee records and swap out physical card until next renewal cycle.
- Employees will carry on their person their Marijuana Agent Card at all times when on the clock.
- All such individuals issued a card shall be:
 - (a) be 21 years of age or older
 - (b) 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
 - (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Staffing Plan (with Qualifications)

General Overview

The staffing plan is a list of positions currently projected for the company. The plan includes the number of personnel for each position, projected starting date, direct manager, and direct reports. The plan will show positions of upper management all the way to individual contributors. This plan will also breakdown the different management committees planned by the company including the Board of Directors.

High-Level Organizational Chart



The Board of Directors

There will be seven people on the Board of Directors, including the Chairman.

- One board member shall be an individual or party that is not an officer, employee, preferred stockholder or common stockholder with a vested interest of more than 1% of the authorized shares at the time of the election or appointment. This director should be neutral and unbiased, voting only what's in the best interest of the company, rather than either the coalition of management or investors.

All decisions by the Board will be made by a simple majority unless stated otherwise. In

the event a Board member is not allowed to vote (for example on an action concerning themselves) or is absent for a vote (can only be absent in the case of an emergency where a proxy cannot be reached to fill in), a tied decision will be considered not passed. In the event of a Board member resigning or being unable to perform their duties due to death or incapacitation, a “Special Shareholders Meeting” must be called in a timely manner.

The Executive Committee

The top day to day management body of Fuego will be the Executive Committee, which will carry out the goals and higher-level strategy outlined by the board of directors. It will consist of three Co-Chief Executive Officers, each with different skill sets and professional backgrounds that will blend together to create a potent head of the company. Each Co-CEO will manage and focus on the three main aspects of the business, cultivation, manufacturing and the back office. Being able to focus on each area in a divide and conquer fashion will increase the efficiency in each area, with decisions and implementation made by the individual with the appropriate background and skills. For areas of the business that overlap, or for decisions that will affect the firm overall, the three Co-CEOs will come together and jointly decide on the way forward. Due to there being three people, paralysis that sometimes torpedo other Co-CEO run companies will not be present, with the committee voting on major company decisions outlined by the by-laws and other governance documents. It will also be clearly delineated who will be the face of the corporation depending on the situation and audience (internal or external), so there is never any mixed messaging. Accountability to the board will also be clear cut. Each Co-CEO on the committee will report to the board of directors individually, with expectations and reviews being given based on the performance of their respective areas. The board can also review the Co-CEO's performance based on jointly made actions.

Below are the three positions on the Executive Committee, with each having the title of Co-CEO as well.

Head of Cultivation - This position will be the top of the pyramid for the cultivation department, which is one of the main revenue generating areas of the company. Responsibilities will include everything from the caretaking of the plants and product from seed to packaging to deciding and executing on the grow method strategy. Duties will also include plant inventory management, product testing, grow space maintenance & construction, and grow and harvest team hiring and training. The Head of Cultivation will also oversee the breeding program for the development of Fuego's unique cannabis genetics.

- Number: 1
- Projected Start Date – Company Inception
- Reporting To – Board of Directors

- Direct Report(s) – Vice President of Cultivation

Head of Manufacturing – This position will be responsible for creating and producing cannabis infused product lines in the other main revenue generating arm of the company. The Head of Manufacturing will create and then improve operational procedures in order to implement in efficient mass-production assembly lines that will allow for streamlined operations, reduced costs, and product quality consistency. This position would manage all steps of production, from plant selection to packaging. Duties will also include infused product inventory management, product testing, lab space maintenance & construction, and kitchen and extraction team hiring and training. The Head of Manufacturing would also work closely with the CEO to prioritize and develop product lines and execute their respective marketing strategies in line with the company's overall brand.

- Number: 1
- Projected Start Date – Company Inception
- Reporting To – Board of Directors
- Direct Report(s) – Vice President of Extractions, Kitchen Manager, Head of R&D

Head of Back Office – This position will oversee all the functions and areas of the company outside of the two main revenue generators of cultivation and manufacturing. This includes, but not limited to finance, logistics, security, HR, marketing, client service, compliance and strategic planning. While the other two Co-CEOs can concentrate on perfecting their respective sides of the business, this Co-CEO will ensure the rest of the business is running smoothly, as well as keeping a close eye on the strategic landscape of the industry at large, to ensure the company thrives and takes advantage of opportunities that could arise in the ever-shifting paradigm of the cannabis market.

- Number: 1
- Projected Start Date – Company Inception
- Reporting To – Board of Directors
- Direct Report(s) – Chief Operations Officer, Chief Financial Officer, General Counsel, Chief of Marketing and Client Service

The Executive Committee will share the coordination of the pricing and sale of the company products. As we anticipate our customers being buyers of both our flower and infused products, the committee will work in unison in finding and developing loyal customers and partners. The future direction and expansion of the business will be the responsibility of the committee also, as dictated by the high-level goals from the Board of Directors. The committee will select one of its members to oversee communicating this vision and plan to both the Board of Directors & Shareholders. This committee will meet on a weekly basis to ensure there is continuous interaction between all Co-CEOs and ensure the synergy between the different parts of the company remains consistent.

The Management Committee

This committee shall consist of the next layer of management below the Co-CEOs (Executive Committee) including department heads across the various parts of the company. The main purpose of this committee is to ensure that all areas of the company may bring their respective ideas, issues, or other important information to a forum consisting of the rest of the top-level managers of the company. The committee has the power to make recommendations for the Co-CEOs (Executive Committee) and the Board of Directors, however final say on execution will remain with those bodies. The Co-CEO's will also sit and partake in these committee meetings, which shall occur at least once a month.

Chief Financial Officer – The Chief Financial Officer or CFO is the senior executive responsible for managing the financial actions of a company. The CFO's duties include tracking cash flow and financial planning as well as analyzing the company's financial strengths and weaknesses and proposing corrective actions. The CFO is responsible for managing the finance and accounting areas and for ensuring that the company's financial reports are accurate and completed in a timely manner. The CFO will have significant input in the company's investments, capital structure, and how the company manages its income and expenses. The CFO will work with other senior managers and plays a key role in a company's overall success, especially in the long term. The Co-CEOs and the Board of Directors will include the CFO's input and counsel on all major financial decisions, making him or her in essence the next most important management position below the Co-CEOs. This individual will have considerable financial management experience as well as educational training in accounting or finance.

- Number: 1
- Projected Start Date – 20-24 months after initiation (Head of Back Office to serve in interim)
- Reporting To – CEO, Head of Back Office
- Direct Report(s) – Head of Tax, Controller, Treasury Manager

Chief Operations Officer – The Chief Operations Officer or COO is the senior manager that will control all the operational activities outside of the core revenue areas of cultivation and manufacturing. This will include logistics/transportation, packaging, inventory, security, technology, office administrative roles and HR related services such as benefits and payroll. This a key position for our company that oversees different types of back office departments all of which are key for a functioning business. Due to the widespread scope of responsibility across different areas of the business, the COO will have a hand in all departments in one way or another and will have a working relationship with all other segments of management. A main task that the COO will have to fill is the creation and streamlining of processes under his or her management. The person filling this role needs prior management experience with a strong background in process-lines and operations.

- Number: 1
- Projected Start Date – 20-24 months after start (Head of Back Office to serve in interim)
- Reporting To – CEO, Head of Back Office
- Direct Report(s) – Head of Logistics and Packaging, Chief Security Officer, Head of HR, Office Manager, Inventory Manager

Chief of Marketing and Client Service – This management member will oversee how Fuego is perceived by both the public and the clients/customers we do business with. The marketing arm will focus on making our company and associated brands known to the general public through various campaigns and strategies created by this manager. The client service side will primarily deal with the dispensaries and other licensed entities that can legally buy and retail our products, with a focus on building relationships so they not only continue to buy our product but also push it to their customers as well. In an industry where there are such similarities between competitor's products, the marketing strategy and the team behind it is paramount to be successful, making this position one of our most important hires. They will need to study and learn the industry to adequately understand what methods work and those that don't, with keeping a close eye on sales metrics tied to each strategy. He or she in conjunction with their team will develop sales strategies, curate business relationships, drive product sales, and work with the Co-CEOs to develop future revenue streams. The individual filling this role must have a marketing background, preferably in cannabis but that's not a requirement.

- Number: 1
- Projected Start Date – 6-8 months after start (Head of Back Office to serve in interim in conjunction with other CEOs)
- Reporting To – CEO, Head of Back Office
- Direct Report(s) – Head of Marketing, Head of Client Service

VP of Cultivation – The VP of Cultivation will be the second highest manager in the cultivation department. Like the Head of Cultivation, the VP will have a hand in the management of all areas in this segment of the business, from seed to packaging. With the Head of Cultivation also having CEO duties, with a focus on establishing overall strategies within the department, the VP will be tasked with the successful implementation of that strategy. By sitting on the Management Committee, the VP will be able to provide insight at an advanced level of detail within the cultivation operation to the rest of the firm's upper management. In turn, that will allow upper management the ability to make decisions based on the facts on the ground, reducing the chance of issuing unrealistic or out of touch initiatives. The individual filling this position should have experience cultivating cannabis on an industrial scale and prior management experience.

- Number: 1
- Projected Start Date – Company Inception

- Reporting To – Head of Cultivation
- Direct Report(s) – Harvest Manager, Growers, Cultivation Associates

VP of Extractions – The VP of Extractions will maintain day-to-day operations of the extraction processes, carrying out the strategies devised by the Head of Manufacturing. Being the point person of both solvent and solventless extractions methods and the resulting products derived from them, the VP will be able to provide the level of detail necessary for upper management to make strategic decisions in this increasingly important segment of the business. The individual filling this position should have experience with various cannabis extraction methods in an industrial setting along with some form of prior management experience.

- Number: 1
- Projected Start Date – Company Inception
- Reporting To – Head of Manufacturing
- Direct Report(s) – Head of Solvent Extractions, Head of Solventless Extractions

MIP Kitchen Manager – The Kitchen Manager will be considered the head chef of the company to produce both the common mass produced food items such as cookies and candies as well as the exclusive gourmet food items. Along with managing inhouse brands and products, the Kitchen Manager will also oversee any sub-contracting to potential partners looking to utilize our kitchen. They will be responsible for R&D and product development within the MIP Kitchen Department. By being so close to what's happening in the kitchen, the kitchen manager will be able to bring unique insight on what is and isn't working for the various food product lines to upper management. This will be extremely useful for shaping the plans for such lines within the bigger strategy of the company as a whole. This individual needs to have a strong cooking background in a large restaurant or industrial kitchen setting.

- Number: 1
- Projected Start Date – Company Inception
- Reporting To – Head of Manufacturing
- Direct Report(s) – MIP Kitchen Techs

General Counsel – The General Counsel will consist of one or more lawyers that will provide inhouse legal advice to both management and the Board of Directors. In such a regulated and litigation intensive industry, having one of more lawyers available for counsel upon immediate request is a very valuable resource. This legal counsel is helpful to have ahead of any important decisions or in any anticipatory capacity with issues that might harm the firm. For our company, the General Counsel won't be full time employees, but rather called upon when services are needed (though this can change in the far future if the company continues to expand). The General Counsel will also manage and hire a Head of Compliance who will be their eyes and ears on the ground to ensure the company maintains its adherence to the many regulations Massachusetts has instituted.

- Number: Not set
- Projected Start Date – Company Inception
- Reporting To – Board of Directors & Head of Back Office
- Direct Report(s) – Compliance Manager

Middle Management Roles

Below the two committees will be the next layer of management that will manage specific teams and areas of the company. Though most have direct reports of their own some serve as standalone functions.

Chief Security Officer – This position will oversee site security setup (including the creation of procedures and checklists) and maintenance and ensure compliance with all state and local security related regulations. This role will also hire security personnel, including a VP of Security who will oversee the day to day security operations. Like the General Counsel, this will not be a full-time role, at least initially as the company grows. This individual must have extensive background in security, whether in the private sphere or in law enforcement.

- Number: 1
- Projected Start Date – Company Inception (part-time); 30-36 months after start for full time
- Reporting To – COO
- Direct Report(s) – VP of Security

Head of Compliance - This manager will be the day-to-day supervisor to ensure that all aspects of the business are within the regulations imposed by the state and local authorities. The individual hired for this position will need to have both intimate knowledge of both the regulations and the company's processes. All non-financial audits and stress-tests will be run and executed by this position. They will be given unfettered access to all areas, from cultivation to manufacturing and the back office.

- Number: 1
- Projected Start Date – 20-24 months after start
- Reporting To – General Counsel
- Direct Report(s) – None

Head of Logistics and Packaging – This manager will be responsible for the packaging and transportation of all the product, whether flower buds or manufactured goods. After the final stages of production on either said side of the business, the finished goods go to the packaging room where this manager will oversee the team that gets said products packaged accordingly, whether to order or to be then moved to storage. He or she will also be responsible for knowing the packaging market, developing new and innovative packaging options, managing packaging costs, and developing ways to utilize automation to handle packaging needs. Working closely with

the Inventory Manager, this manager will ensure that the orders are packaged, loaded and transported timely and correctly. This individual should have a background in logistics and operational management.

- Number: 1
- Projected Start Date – 6-8 months after start
- Reporting To – COO
- Direct Report(s) – Packaging Associates, Drivers

Head of Research & Development – This management position will be tasked with the creation of new cannabis infused products but focusing primarily on medicinal uses. This position will be filled later in the company's development when additional infrastructure for his or her own lab, so their research does not slow down the mass production of the original lab. For the company to expand into the profitable medical advancements of cannabis. It will be essential to fill with someone that has technical knowledge. Thus, this position should be filled with someone having a high degree in biochemistry or medicine.

- Number: 1
- Projected Start Date – 38-44 months after start
- Reporting To – Head of Manufacturing
- Direct Report(s) – Extraction Techs

Head of Tax – The Head of Tax shall have the dual responsibility of ensuring tax compliance with Federal, state and local tax authorities as well as the formulation of tax strategies to lower tax expenditures. Since this is a heavily taxed industry, having someone employed to both ensure compliance as well as finding every way possible to lower the tax bill is in essence another revenue stream for the company. This position will require someone with a CPA and a background in corporate tax. Familiarity with the quirks of cannabis tax laws is helpful but not required, as such knowledge can be quickly learned on the job.

- Number: 1
- Projected Start Date – 28-32 months after start
- Reporting To – CFO
- Direct Report(s) – None

Controller – The Controller will be the team leader of all other staff accountants with the responsibility that the books are up to date and closed timely and following all GAAP standards. With the chance of audit high in the cannabis industry, a strong accounting team is necessary with rigorous proceeds and precise and meticulous entries. While the ultimate responsibility lies with the CFO, the addition of a Controller will free up the CFO's time to focus on the company's financial strategy and forecasting. The Controller should be someone who possess a CPA, though it's not required if the individual has extensive experience in corporate accounting.

- Number: 1

- Projected Start Date – 38-44 months after start
- Reporting To – CFO
- Direct Report(s) – Staff Accountants

Head of Marketing – The Head of Marketing will be the main executor of the marketing strategy devised by the Chief of Marketing & CS with main goal of creating a buzz for the firm's products with the general public so that they then buy our products from the various licensed retailers throughout the state. The goal being to free up the Chief of Marketing & CS to focus on overall strategy. Being the direct manager of the marketing team, this manager will work to ensure each Marketing Associate is performing adequately, keeping metrics on not only on the strategies themselves but also the people carrying them out. This will provide useful data not only to his or her direct manager but the rest of senior management as well. The Head of Marketing will also be the main point of contact for any public relations inquiries with the media, unless otherwise dictated by the Chief of Marketing & CS. This position will also be the main liaison between the firm and any outside marketing consultants hired by the firm. The individual filling this position should have a marketing background preferably dealing with cannabis.

- Number: 1
- Projected Start Date – 38-44 months after start
- Reporting To – Chief of Marketing & Client Service
- Direct Report(s) – Marketing Associates

Head of Client Service – The Head of Client Service shall be responsible for cultivating and strengthening relationships with our direct customers, including dispensaries. The goal being, by establishing these relationships, whether it's the managers or the budtenders of these establishments, not only will they continue to buy a product from us, but that they also become an extension of our marketing staff, selling the product for us. It will be the Head of Client Service job to manage these relationships as well as the Client Representatives under him or her. It will also be his or her job to bring product to potential clients, trying to sell them what Fuego has to offer. While the Chief of Marketing & Client Service will formulate the overall strategies that blend together marketing and client relations buildings, it will be the Head of Client Service's job to execute them with his or her team. The position should be filled by someone outgoing and personal with a knowledge of cannabis and their related products.

- Number: 1
- Projected Start Date – Company Inception
- Reporting To – Chief of Marketing & Client Service
- Direct Report(s) – Client Representatives

Head of HR – The Head of Human Resource will manage various parts of the relationship between Fuego and its employees. Main responsibilities will be payroll, employee relations (during hiring, termination, harassment complaints and leave of

absence), development of company benefits, and vacation policies and the maintenance of employee personal records. The Head of HR will also work closely with the General Counsel and Head of Compliance to ensure all labor laws are being followed correctly. This individual would require a background in human resource management.

- Number: 1
- Projected Start Date – 28-32 months after start
- Reporting To – COO
- Direct Report(s) – HR Associates

Sales & Inventory Manager – The Inventory Manager will be responsible for the two main areas. The receiving and execution of sale orders (working closing with the Head of Logistics and Packaging) is one of the areas. The second is the management of all the inventory in storage, with a close eye on making sure that product is moved to avoid any possible cultivation tier regulation or product spoilage due to product sitting on the shelf too long. The manager will execute the processes designed by the COO and hold his or her team responsible to getting their tasks completed. This position should be filled with someone who has had experience with inventory management in the past, though with cannabis would be preferable.

- Number: 1
- Projected Start Date – 24-30 months after start
- Reporting To – COO
- Direct Report(s) – Sales & Inventory Associates

Junior Management Roles

Below middle management will be some junior management roles and specialty positions. These individuals will oversee teams and/or important unique functions of the business. The responsibilities are more at executions of the steps at the task level rather than development of any strategies.

Harvest Manager – The Harvest Manager shall work in the cultivation departments with a focus on the plant productions after its completion of flowering in the greenhouse. The tasks under his responsibility will include pulling plants, wet trimming, drying, manicuring and product quality assessment and finally curing before responsibility is transferred to the Head of Logistics and Packaging. He will oversee the Cultivation Associates tasked with completing these jobs. This individual needs to be organized with an aptitude for process management.

- Number: 1
- Projected Start Date – 28-32 months after start
- Reporting To – VP of Cultivation
- Direct Report(s) – Cultivation Associates

Head of Solvent Extracts – This manager will oversee the team of Extraction Techs

that work in the solvent extraction's lab, ensuring that the processes are followed correctly, and production quotas are met. The installation of this position should free up the VP of Extractions and Head of Manufacturing to focus on more high-level strategy. This management position will be filled by the highest performing Extraction Tech that has a mastery of the solvent processes. Technical knowhow is a must.

- Number: 1
- Projected Start Date – 38-44 months after start
- Reporting To – VP of Extractions
- Direct Report(s) – Extraction Technicians

Head of Solventless Extracts - This manager will oversee the team of Extraction Techs that work in the solventless extraction lab, ensuring that the processes are followed correctly, and production quotas are met. The installation of this position should free up the VP of Extractions and Head of Manufacturing to focus on more high-level strategy. This management position will be filled by the highest performing Extraction Tech that has a mastery of the specific solventless processes. Technical knowhow is a must.

- Number: 1
- Projected Start Date – 38-44 months after start
- Reporting To – VP of Extractions
- Direct Report(s) – Extraction Technicians

VP of Security – The VP of Security will serve as the head of onsite security and during transportation runs. The leader of the team of security staff, he will execute and uphold the security protocols set forth and created by the Chief of Security, especially while the Chief is still part-time. The individual must have a security or law-enforcement background and be capable of both training other security personnel as well as the management and handling of security breaches and crises. The VP of Security will also work closely with the Head of Logistics and Packaging when planning and executing delivery runs to ensure they are done in a safe and compliant manner.

- Number: 1
- Projected Start Date – 24-30 months after start
- Reporting To – Chief of Security
- Direct Report(s) – Security Guards, Drivers

Treasury Manager – The Treasury Manager will oversee all the movement of money within the business, whether that is through banks or in cash. He or she will maintain relationships with all banking and financial institutions the company has connections with. The manager will also oversee all financial transactions the company makes making sure it has the proper approvals, as he or she will have the final say of releasing cash. This position will also supervise receiving revenues, and ensure they get deposited or stored in proper order. The individual taking this position must have a cash management experience, and have references indicating the highest levels of integrity.

- Number: 1
- Projected Start Date – 24-30 months after start
- Reporting To – CFO
- Direct Report(s) – None

Office Manager – The Office Manager will take the role of team lead for all the executive assistants and receptionists. They will also serve the role as official scribe during all Executive, Management and Board of Director Meetings, delegating for the Corporate Secretary. The Office Manager will also oversee areas such as companywide community events or other such meetings. Some duties in the executive assistant role may still be required as backfill if staff isn't large enough. This position will be filled by the best performing executive assistant during the company's startup, as it would be preferential that this position be filled by someone familiar with the company and its culture.

- Number: 1
- Projected Start Date – 24-30 months after start (promotion from executive assistant)
- Reporting To – COO
- Direct Report(s) – Executive Assistants/Receptionists

Company Staff

Besides management, there will be several different types of positions that Fuego will need to fill both at the onset of operations and further along into its expansion. Below is a quick summary of the positions that will be needed along with when and how many will be hired. Training plans and procedures will be in place for each position prior to them starting. This training will satisfy all state requirements as dictated by the approved Regulations.

Cultivation Associate (CA) – Employees that assist the growers and cultivation management during both the growing and harvest periods. Numerous different tasks will be expected from CAs, with each expected to cross-train across all the different responsibilities so they may rotate amongst each other. This will provide two benefits. One is that the worker's moral and interest won't wane by doing the same monotonous task each day. The second will be that the CAs will be able to fill in for each other easily in cases of absences or terminations, reducing any shock from a missing team member in a certain area. Some of the main tasks that CAs will perform are listed below, but in short, they're at the disposal of growers and management to grow and harvest a successful crop.

- Planting seeds in germination area
- Cloning
- Transfer of plants into flower greenhouses
- Visual inspections of growing plants

- Harvest plants from bed
- Wet trimming
- Quality inspection of dried product
- Dry trimming/manicuring
- Curing
- Sanitization of all cultivation areas

The first hires will be made close to the first harvest, starting with three for the first three greenhouses, with an additional CA for each greenhouse added. The wages paid will be between \$14 and \$20 dollars an hour depending on experience. The company will not regularly pay overtime to these non-exempt employees unless the harvest demands it to keep costs down. In the trimming areas, quotas will be given to CAs, with monthly targets. \$500 bonuses will be given to CAs who exceed these quotas. This will give an additional financial incentive for CAs to reach quotas.

CAs who show good dedication and skill will be selected for a Senior CA role with higher pay and more regular hours. Senior CAs could manage small teams, such as trimming. Beyond that, further advancement is possible, with promotions to Grower or management roles.

- Number: 3 to start, an additional 1 per greenhouse (total of 30 projected with full expansion)
- Projected Start Date – 2-3 months after start (prior to first harvest)
- Reporting To – Growers, Harvest Manager, VP of Cultivation
- Direct Report(s) –None

Grower – Employees that assist the cultivation management with the full lifecycle of the plant, from seed through the harvesting of the plant from the greenhouse (where it then is managed by the Harvest Manager). They will do all activities necessary to produce a successful crop, from climate control, inspection for pests or disease, watering and nutritional supply, maintenance of the soil beds, etc. They will essentially have full control of a selection of greenhouses, with full responsibility to manage and successfully produce crops. They will have CAs under their management to help complete their tasks.

These employees can have varied backgrounds. Some may have years of experience growing the cannabis plant specifically in an underground or legal fashion. Others could have a background in more traditional farming with possible agricultural related degrees. In either background Fuego will consider when hiring for this position.

Fuego will offer a yearly salary between 50K and 100K for this position based on prior experience with a possibility of a bonus when there is good individual and company performance. Fuego's objective is to have one Grower for every four greenhouses. Growers could also be interns hired while they are currently in school to give them field experience in a fast-growing industry. These interns would continuously interchange per harvest. It will also allow Fuego to properly evaluate the ones with the best potential and skills. The company will target these individuals for full time employment upon their completion of school.

- Number: 4-5
- Projected Start Date – 28 - 30 months after start
- Reporting To – VP of Cultivation
- Direct Report(s) –Cultivation Associates

Master Grower – Once Fuego expands to other various locations (whether in the state or nationally), there will be a need for another grower with the experience that matches the Head of Cultivation and VP of Cultivation to maintain a high standard of product across the entire company's collection of greenhouses. These growers will essentially be the general manager of the greenhouses in their location and will be responsible for the product that is grown there. They will be required to maintain the high-quality excellence that the Fuego brand will be known for.

Master Growers will have input in the hiring of the Growers and CAs in their area for them to have the perfect team to succeed (though these hires will still need approval by management). The salary of this position would range from 100k to 300k, depending on the experience. People hired for this role must demonstrate they have a high level of skill in the growing of high-grade cannabis. Master growers who contribute highly to the success of the company could be eligible to a share of profits (PE). Fuego will attempt to fill these positions by hiring from within.

- Number: None for Middleboro site
- Projected Start Date – N/A
- Reporting To – VP of Cultivation
- Direct Report(s) –Growers, Cultivation Associates

Security Guard/Driver – Due to the industry potentially being in all cash and the high value of the product being stored and transported, it has been common for cannabis businesses to have hired security either on the payroll or via outsourcing. While the usual high level of physical security on the site is a good enough to deter most cases of robbery on premises, there is a need for a person to be present during business hours to monitor said security equipment and to respond to any incidents. The security guard will also handle any visitor management to ensure compliance with such regulations. The high vulnerability of either cash or product in transit will also add the dual responsibility of the security guards becoming the company drivers. They will work in close unison with the Head of Logistics and Packaging when doing these transportation runs. Hopefully, with the company's ability to deposit cash in banks, these runs will be for cannabis product only. Hires would be people with previous private security, military or law-enforcement experience. They would be full-time employees paid between \$18-\$25 per hour.

- Number: 2
- Projected Start Date – 1 to be hired at company inception, 2nd to be hired 36-40 months after start
- Reporting To – VP of Security

- Direct Report(s) – None

Extraction Technician – These employees will work in the manufacturing side of the business, specifically with the operation of the various equipment within both the solvent and solventless labs. They will perform a variety of tasks across the entire Extractions Department such as bulk processing, material prep, unique packaging (such as filling vape pens), cleaning, and production runs. They will learn all aspects of production of extractions. The individuals filling these roles should have some experience with the extraction of cannabis, though highly motivated individuals that are open to being trained can be hired as well. Yearly salary would range from 40K to 60K.

- Number: 4-5
- Projected Start Date – 1 to be hired at company inception, 2nd to be hired 24 months after the start, with one hired per year after that
- Reporting To – Head of Solvent Extractions, Head of Solventless Extractions, Head of R&D
- Direct Report(s) – None

MIP Kitchen Technician – These employees will perform a variety of tasks across the entire MIP Kitchen Department such as production, cleaning, packaging, documentation, and more. While a cooking background in a restaurant or industrial kitchen would be preferable, it's not necessary if the individual displays an aptitude for learning quickly, being organized and precise enough to handle a fast-paced kitchen environment. Yearly salary would range from 36K to 55K.

- Number: 2-3
- Projected Start Date – 1 to be hired 24 months after start, 2nd to be hired 38-42 months after start
- Reporting To – MIP Kitchen Manager
- Direct Report(s) – None

Packaging Associate – These employees will have the sole task of packaging the various products that Fuego produces, from flower to infused goods, for our customers. They will perform a variety of tasks such as labeling, weighing, cleaning, creating pre-rolls, and packaging various flower, extract, edible, and topical products. They would also be the individuals to load the trucks for shipments, as well as placing packaged product into storage. They must be precise and meticulous individuals who aren't opposed to occasionally performing mundane tasks. Hourly salary would range from \$10 to \$15 per hour.

- Number: 4-6
- Projected Start Date – 1 to be hired at company inception (for manufactured products), 2nd to be hired 3-4 months after starting for the flower harvest, the rest

being hired as production grows.

- Reporting To – Head of Logistics and Packaging
- Direct Report(s) – None

Sales & Inventory Associate – These employees will manage and negotiate the incoming sales orders and overseeing that orders are being fulfilled. They will also track, audit and maintain an inventory of the various goods that need to be stored and shipped, both for compliance and sales reasons. They would spend time working both in both the office and on the production floor, depending on the duties needed that day. These individuals will be highly organized, with backgrounds in sales, audit or inventory preferred. A yearly salary would range between 36k to 45k.

- Number: 1-2
- Projected Start Date – 1 to be hired 20-24 months after inception.
- Reporting To – Sales & Inventory Manager
- Direct Report(s) – None

Staff Accountant – Staff accountants will maintain financial reports, records, and general ledgers; prepare and analyze budgets; and perform general bookkeeping. They will have to ensure pristine books are kept in order to pass any audit, which will be probable due to the industry. While a CPA is not required, a strong background in accounting or bookkeeping will be necessary to fill this role. A yearly salary would range between 36K to 50K.

- Number: 2-3
- Projected Start Date – 1 to be hired 6-8 months after start, second to be hired 28-32 months after start
- Reporting To – Controller
- Direct Report(s) – None

Marketing Associate – Our Marketing Associates will cover tasks from the reporting and analysis of marketing strategies to actual field work at events, shows, conferences etc. They will also manage the social media accounts from the company, as well as execute traditional marketing strategies such as print, signs, etc. With the focus on generating public buzz, they will be untitled in various ways by the Head of Marketing and the Chief of Marketing & CS to executing their current strategies. Assistance with market and trend research for management will also be needed. People with marketing backgrounds will be required. Hourly wages of \$20 to \$30 an hour will be paid to attract and retain young, skilled individuals looking to break into a developing marketplace.

- Number: 4-5
- Projected Start Date – 1 to be hired at company inception, second to be hired 28-32 months after start, with one added per year afterwards
- Reporting To – Head of Marketing
- Direct Report(s) – None

Client Representative – Client Reps will focus on cultivating and developing relationships on behalf of Fuego, with the goal of increasing the clientele and thus revenues. Spending time on the road, they will travel all over the state, and eventually the country conducting business on behalf of the company. More than just a traveling salesman, these individuals will also work hard on maximizing each relationship, using the budgets allocated to them to wine and dine our current customers in order to negotiate lucrative, innovative sales transactions, and will act as a force multiplier for our marketing campaign. The individuals filling this role must be entrepreneurial in spirit with outgoing personalities. Cannabis knowledge is also required. Yearly salaries would range from 55k to 75k with the possibilities of annual bonuses as well for bringing in new or maximizing current customers.

- Number: 2-3
- Projected Start Date – 1 to be hired 24 months after start, second to be hired 38-44 months after starting with one added every two years afterwards. (would be hired at a much faster timeline if out of state expansion occurs)
- Reporting To – Head of Client Service
- Direct Report(s) – None

Human Resources Associate – HR Associates will work with the Head of HR to complete the administrative tasks known as core HR. This includes maintaining employee records, administering benefits and payroll, and providing employee relation services. The execution of other employee lifecycle events such as onboarding, transfer, leaves of absence, and termination will also be required. The people filling this role will need prior experience with HR, whether in the field or academically. Yearly salary will range from 30k to 42k.

- Number: 1
- Projected Start Date – 1 to be hired 22-24 months after start
- Reporting To – Head of HR
- Direct Report(s) – None

Executive Assistant/Receptionists – These individuals will serve the dual purpose of being the line of contact for the company via email and telephone as well as providing the critical task of scheduling and task management of the management teams. They will make the organization run smoothly by supporting their boss in maximizing productivity, making decisions more easily, and supporting their leadership. In short, this saves their executive time by managing processes methodically and strategically, plus communicating proactively, so the executive is more available to make the critical, high-level business decisions that only he or she is qualified to make. While serving under the coordination of the Office Manager, they will be assigned to one or more individual executives as well as serving as the front door by being the company receptionists. Their pay will range anywhere from \$15 to \$25 dollars an hour based on experience and amount of duties assigned to them.

- Number: 4-5

- Projected Start Date – 1 to be hired at company inception, 2nd 12-16 months after start, 3rd 30-36 months after start, with one hired yearly thereafter
- Reporting To – Office Manager & Executive they are designated to support
- Direct Report(s) – None

Training Plan

Employee Onboarding & General Training

Employee Onboarding Overview

Fuego Farms will implement a comprehensive employee training program, so that each employee understands their role in keeping the facility, themselves, and products safe and secure.

General Policies

- Who:
 - Hiring manager of new employees will be in charge of training
 - HR Associate's managed by Head of HR, will ensure new employees receive, fills out and returns all employment forms
 - HR Department is in charge of ensuring the, "Responsible Vendor Training Program" is completed annually by all employees.
 - Member of Security Department gives orientation on company and facility security and emergency procedures, policies and evacuation plan.
- Employment forms will include
 - I-9 information
 - Permissible personal identification documents
 - Tax forms (federal and state)
 - Bank account information (direct deposit)
 - Emergency contacts
- Fuego Farms will train all security and administrative personnel on identification techniques.
- During mandatory employee training, all employees will be given information on the security system, and why it is in place. Signage will also be placed through the establishment advising that the area is under video surveillance.
- When an employee is hired, they will be required to waive the right to privacy while working on the premises. During employee training all personnel will be informed of this policy and that it is in place to prevent illegal diversion of cannabis products.
- At a minimum, staff shall receive eight hours of on-going training annually. (this is the responsibility of direct managers).

- Any requirements dictated by the Commission regarding the “Responsible Vendor Training Program” will be managed by the HR Department, and ensured of its execution by the Co-CEOs to maintain compliance for all employees and other associated parties that hold a Marijuana Agent Registration associated with the company.

Procedure

- Upon start employee will undergo the following general training exercises within their first week of employment
 - Onboarding and review of Employee Handbook and its policies
 - Policies include but are not limited to:
 - Personal conduct in the workplace
 - Drug free work environment
 - Sexual harassment training
 - Discrimination training
 - General safety training
 - Security training
 - Prevention of diversion policies
 - Employee and hiring manager will sign documents indicating completion of training sessions
- Employee will submit all I-9, payroll and other information required by the company for compliance reasons within their first week of employment, collected by the HR Department and stored per the Personnel Recording-Keeping Procedure.
- Employees undergo job specific training
 - Details outlined in the Staffing Plan, Cultivation Training Plan, and Manufacturing Training Plan.

Cultivation Positional Training

Cultivation Training Overview

Uniform training of employees will ensure state and company compliance that will result in consistent productive operations yielding the highest quality final products. Cultivation Associates will have a wide range of tasks and require the necessary skills to master those tasks. Employee training will cover all facets of the cultivation operations from safety, compliance, maintenance, and plant care and health.

General Policies

- Who: Cultivation Associates trained by designated process manager and/or designated trainer/specialist up to and including the VP of Cultivation and/or Head of Cultivation.
- Where:
 - Greenhouses
 - Wet Trimming room

- Dry Trimming Room
- Drying Rooms
- Curing Room
- Packaging Room
- Designated process manager and/or designated trainer/specialist will spend a minimum of 2-3 weeks along side designated Cultivation Associate during training period.
- Assessment of Cultivation Associate in the retention of required materials, knowledge, and abilities to perform required tasks sufficiently will be conducted via written and visual compliance tests in week 4.
- In the event that additional training is needed to support the Cultivation Associate in their continued progress through their designated positional requirements, feedback from the Associate will be documented and utilized to improve their success through the training process.
- Performance evaluations of Cultivation Associates will be conducted every 6 months.
- Cultivation Associates will not be required to have more than one primary designated area of responsibility.
- Cultivation Associates will be required to understand and participate when needed in a supporting capacity as determined by management in all areas that fall under Cultivation Operations.
- Maintain a safe work environment.
- Maintain a sterile work environment.
- Uphold all state and company policies and procedures.
- Make sure that all the tools and equipment are properly maintained.
- Maintain accurate and proper labeling of material batches per Inventory Procedures.

Cultivation Associate Position Training Plans (By Task)

1. Propagation: The listed tasks below will encompass the entirety of the Cultivation Associate's responsibilities specific to propagation. This area of responsibility will be their main daily function in scope and accountability. All SOPs for the following tasks will be delivered by the designated process manager and/or designated trainer/specialist.

- Cloning
- Germination
- Seedling Growth and Transplant
- Plant Removal/Remediation
 - Specific to Propagation function.

2. Plant Care/Maintenance: The listed tasks below will encompass the entirety of the Cultivation Associate's responsibilities specific to the vegetation and flowering stages of the plant life cycles. These areas of responsibility will be their main daily function in scope and accountability.

All SOPs for the following tasks will be delivered by the designated process manager and/or designated trainer/specialist.

- Vegetation Stage
- Flower Stage
- Plant Removal/Remediation
 - Specific to the Plant Care/Maintenance function.

3. Harvest/Processing: The listed tasks below will encompass the entirety of the Cultivation Associate's responsibilities specific to the five phases of post cultivation processes. (Harvesting/processing of the cannabis plant and plant material). This area of responsibility will be their main daily function in scope and accountability. All SOPs for the following tasks will be delivered by the designated process manager and/or designated trainer/specialist.

- Harvest
- Wet Trim
- Drying
- Dry Trim/Manicure
- Curing
- Plant Removal/Remediation
 - Specific to the Harvest/Processing function.

4. Employee Work Safety Protocols

- All employees will be Given Proper PPE (personal protective equipment) upon employment.
- Instruction on how to create and maintain a clean and sanitary work environment.
- Instruction on how to use PPE(personal protective equipment) properly in the work environment.
- Instruction on where to use PPE properly in the work environment.
- Instruction as to where all emergency exits and alarms are in all parts of Company Facilities.
- Instruction on how to operate all required machinery and/or tools to properly do a task.
- All employees will be given documentation on and actively practice drills for building exit/escape routes in case of any and all emergencies.

Manufacturing Training

Manufacturing Training Overview

Training for the manufacturing sector will be highly job specific. Most team members will have significant previous experience and training. Upon starting a new role, team members will undergo training, shadowing, and examination by their supervisors. Uniform training of employees will ensure state and company compliance that will result in consistent productive operations yielding the highest quality final products. Manufacturing Associates will have a wide range of tasks and require the necessary skills to master those tasks. Employee training will

cover all facets of the manufacturing operations from safety, compliance, maintenance, and product and process quality..

General Policies

- Who: Extraction and Manufacturing Associates managed by Manufacturing and Extraction Managers, Head/VP of Manufacturing
- Where:
 - Extraction Lab(s)
 - Kitchen
 - Manufacturing Areas
- Designated process manager and/or designated trainer/specialist will spend a minimum of 2-3 weeks along side designated Manufacturing Associate during training period.
- Assessment of Manufacturing Associate in the retention of required materials, knowledge, and abilities to perform required tasks sufficiently will be conducted via written and visual compliance tests in week 4.
- In the event that additional training is needed to support the Manufacturing Associate in their continued progress through their designated positional requirements, feedback from the Associate will be documented and utilized to improve their success through the training process.
- Performance evaluations of Manufacturing Associates will be conducted every 6 months.
- Manufacturing Associates will not be required to have more than one primary designated area of responsibility.
- Manufacturing Associates will be required to understand and participate when needed in a supporting capacity as determined by management in all areas that fall under Manufacturing Operations.
- Maintain a safe work environment.
- Maintain a sterile work environment.
- Uphold all state and company policies and procedures.
- Make sure that all the tools and equipment are properly maintained.
- Maintain accurate and proper labeling of material batches per Inventory Procedures.

Manufacturing Associate Position Training Plans (By Task)

1. Starting Material Processing: The listed tasks below will encompass the entirety of the Manufacturing Associate's responsibilities specific to starting material processing. This area of responsibility will be their main daily function in scope and accountability. The following tasks will be trained by the designated process manager and/or designated trainer/specialist.

- Material Receiving
- Material Bucket Storage System
- Environmental Controls
- Decarboxylation/Grinding
- Material Preparation for:

- Solvent Extraction
- Solventless Extraction
- Inventory Management
- Data Reporting

2. Extraction: The listed tasks below will encompass the entirety of the Manufacturing Associate's responsibilities specific to extraction. These areas of responsibility will be their main daily function in scope and accountability. The following tasks will be trained by the designated process manager and/or designated trainer/specialist.

- Solvent Extraction
- Solventless Extraction
- Equipment Maintenance
- Supply Chain and Inventory Management
- Data Reporting

3. Post-Processing: The listed tasks below will encompass the entirety of the Manufacturing Associate's responsibilities specific to post-processing. These areas of responsibility will be their main daily function in scope and accountability. The following tasks will be trained by the designated process manager and/or designated trainer/specialist.

- Winterization
- Distillation
- Batch Mixing
- 3rd Party Laboratory Testing
- Supply Chain and Inventory Management
- Data Reporting

4. Product Creation: The listed tasks below will encompass the entirety of the Manufacturing Associate's responsibilities specific to product creation. These areas of responsibility will be their main daily function in scope and accountability. The following tasks will be trained by the designated process manager and/or designated trainer/specialist.

- MIP (Marijuana Infused Products)
- Pre-Rolled Joints
- Water-soluble powder
- Supply Chain and Inventory Management
- Data Reporting

4. Packaging: The listed tasks below will encompass the entirety of the Manufacturing Associate's responsibilities specific to packaging. These areas of responsibility will be their main daily function in scope and accountability. The following tasks will be trained by the designated process manager and/or designated trainer/specialist.

- Vaporizer Cartridge Filling & Capping
- Concentrate Gramming
- Label Creation
- Final labeling and packaging of finished goods
- Supply Chain and Inventory Management
- Data Reporting

5. Employee Work Safety Protocols

- All employees will be Given Proper PPE (personal protective equipment) upon employment.
- Instruction on how to create and maintain a clean and sanitary work environment.
- Instruction on how to use PPE(personal protective equipment) properly in the work environment.
- Instruction on where to use PPE properly in the work environment.
- Instruction as to where all emergency exits and alarms are in all parts of Company Facilities.
- Instruction on how to operate all required machinery and/or tools to properly do a task.
- All employees will be given documentation on and actively practice drills for building exit/escape routes in case of any and all emergencies.

Quality Control and Testing

General Sanitation

General Sanitation Overview

Since the facility is producing consumer goods, the highest level of sanitation and cleanliness is needed. The whole facility will be cleaned regularly in accordance with the guidelines stated below in order to maintain pure and uncontaminated product.

Organic Sanitation

To avoid using toxic chemicals for cleanliness and sanitation, Fuego is going to stock the facility with all Natural and organic cleaners and soaps. There will be zero use of any harmful toxic supplies. If it cannot be in contact with the plants without causing harm, it will NOT be utilized within the Facility.

Sanitation Guidelines and General Practices

- All employees working cultivation or manufacturing areas must change into provided uniforms within locker rooms prior to beginning shift.
 - Scrubs, uniforms or Tyvek suits
 - Hats and Hair-Nets
 - Beard-Nets
 - Gloves
 - Goggles, Eye and Face Protection
- All provided employee uniforms and personal protection equipment shall be provided by the company.
 - Uniforms will be regularly cleaned by company.
 - Employees are granted 2 uniforms per day. One A.M and one P.M.
 - Additional uniforms may be granted in special case by case basis.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand/eye-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands. Effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices will be provided.
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring

pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

- There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall 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.
- All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products.
- Water supply shall be sufficient for necessary operations. Water source shall be capable of providing a safe, potable, and adequate supply of water.
- Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross-connections between the potable and wastewater lines.
- The facility shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair. These facilities shall be cleaned on a regular cadence to ensure the high-level of sanitation found throughout the facility. Signage indicating that all employees must wash hands prior to returning to work will be posted throughout the toilet facilities.
- Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms and kept outside of all production areas to every extent possible.
- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be provided and maintained as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- Any hired third-party cleaning services shall be instructed and trained to operate in compliance for all cannabis areas.
 - All cannabis material (whether packaged or not) will be removed from rooms/areas that third-party cleaners operate in.
 - Third-party cleaners shall be escorted by member of Security Team at all times while on the premises.
 - Third-party cleaners will go through the Visitor Procedure prior to entering facility.
- Facility shall be inspected for overall cleanliness once per week by the management of each department. Report on state of sanitation will be given to the Executive Committee for review.

Cultivation Sanitation Procedures

Cultivation Areas Sanitation Overview

In order to maintain a clean and disease free environment for our cannabis plants, whether growing or in the post-cultivation process, rigorous sanitation guidelines must be instituted and executed upon. These guidelines are created with the plant's well being in mind, and to ensure that there is no negative impact to both the plants and their surrounding environment.

General Policies

- Use all necessary protection as listed for sanitation as required by the MSDS label of all chemicals and solutions to be utilized in the sanitation process.
- Prior to entering cultivation areas all employees will adhere to the following:
 - Store all food and drink items in the Break Room or Locker Room, except sealed water containers.
 - Change out of non-approved attire and into a clean set of scrubs provided by company and approved non slip footwear provided by employer.
 - Non slip footwear are to remain in employee changing area when not in use. (I.E. can not leave the sterile areas of the facility).
 - Store all non-approved attire in your locker/bin. Store all cell phones, cameras, and any other electronic devices inside your locker/bin, unless possession of the particular item during this specific shift has been approved by your respective department manager and documented in writing. Any clothing, footwear, cell phones, or other electronic devices not issued by the company for the purpose of performing necessary duties, or approved by the agent's respective department manager, are not permitted beyond the Locker Rooms.
- Cultivation Associates will always maintain a clean work station with frequent use of hand wash and shower stations along with the continued use of fresh latex/vinyl gloves before entering one sanitized room to the other.
 - All Cultivation Associates will be trained on sanitation procedures and policies.
- At the end of each work day, all cannabis product will be returned to the proper locations off the work floor (Daily sweep, mop, and sanitation).
- At the end of each work day, all tools and equipment will be cleaned with alcohol and stored in appropriate location.
- All work surfaces should be spritzed evenly with alcohol and wiped with a clean paper towel or microfiber cloth throughout each day as necessary and at the end of every day.

- Any surface or area that has been exposed to any type of infection or contamination shall be immediately quarantined, with no other plants or cannabis products entering.
 - Cannabis product shall be disposed or remediated per the Plant Removal & Remediation Procedure.
 - Area shall be thoroughly sanitized to the level where there is a high-degree of probability that contamination has been completely eliminated.
- Head of Cultivation or VP of Cultivation shall audit areas weekly to ensure that sanitary conditions meet standards. Audit shall have document listing out areas and objects.
 - Audit shall be signed and delivered to the Executive Committee.

Equipment

- Alcohol
- Spray bottles
- Paper towels, cloth towels, sani-wipes
- Vacuums
- Brooms, Mops, Brushes
- Waste Bins
- Compliant soaps and cleaning solutions
- Black trash bags for all plant and plant waste material
- White trash bags for all non-plant and non-plant waste material

Greenhouse Cleaning

- Greenhouse Exterior Inspections.
 - Weekly inspection of all exterior greenhouses for damages/holes, obvious/suspicious buildup of micro organism/bacterial/mold contagions.
 - Weekly inspection of all exterior exhaust vents, filters and fans for damage, wear, and signs of contagions.
 - Employee in charge of audit is to record all findings and submit report to Head of Cultivation.
 - Head of Cultivation decides if any repairs or cleaning is required.
- Annual Greenhouse Exterior Cleaning.
 - Cleaning to be performed on an annual basis per instructions provided by greenhouse manufacturer.
 - All cleaning agents used will be in compliance with EPA regulations.
 - Cleaning can be performed by a 3rd party company or internally and will be overseen by Head of Cultivation and/or VP of Cultivation.
 - Records of date and time of cleaning will be recorded.

- Greenhouse Interior Inspections.
 - Daily inspection of all interior greenhouses for damages/holes, obvious suspicious buildup of microorganisms/bacteria/mold/mold contagions.
 - Inspection includes but not limited to:
 - Soil Beds.
 - Floor.
 - Interior Walls.
 - Lights.
 - Water irrigation lines.
 - Fans, Filters and Vents.
 - Waterwall.
 - Employee in charge of audit is to record all findings and submit report to Head of Cultivation.
 - Head of Cultivation decides if any additional repairs or cleaning is required beyond the business as usual cleaning outlined in this procedure.
- Greenhouse Interior Cleaning.
 - Greenhouse will be regularly cleaned to insure excess soil, plant matter, etc...is disposed of accordingly.
 - All pools of water are mopped and dried promptly to avoid safety hazards.
 - All tools, nutrients, mobile racks, and other equipment are to be sanitized and stored properly to avoid blocking any paths of egress.
 - All greenhouse irrigation lines and filtration points will be inspected and cleaned after every harvest to ensure clean and sanitary delivery of water and other nutrients to plants and plant beds.

Wet/Dry Trim Room Cleaning.

- Prior to new batch of cannabis plants entering dry room, Inspection of HVAC systems and vents for any contamination. If any contaminants found they will be reported to Head of Cultivation and cleaned thoroughly before the entrance of any plants.
- Drying room floors shall be vacuumed/swept prior to the entrance of any new batch of cannabis plants.
 - Contents shall be sent to the manufacturing department for inspection for remediation.
 - If no use, contents disposed per Waste Disposal Procedure.

Extraction Sanitation

Extraction Sanitation Overview

In order to ensure that all extractions are pure and free of any type of contagion, rigorous cleaning and sanitation policies shall be instituted. Tools and work areas will be sanitized on a daily schedule. No tools or surfaces should be left unsanitized, there should not be material buildup on the floor. All work surfaces should be free and clear of clutter. Daily routine will consist of a wipe down of walls, surfaces and equipment, followed by sweeping and vacuuming, followed by a spot treatment of observed areas that require additional attention on surfaces using alcohol and a scraper, finishing with mopping using a solution of Simple Green and water or bleach and water depending on desired sanitation goals.

General Policies

- Use all necessary protection as listed for sanitation as required by the MSDS label of all chemicals and solutions to be utilized in the sanitation process.
- Prior to entering manufacturing areas all employees will adhere to the following:
 - Store all food and drink items in the Break Room or Locker Room, except sealed water containers.
 - Change out of non-approved attire and into a clean set of scrubs provided by company and approved non slip footwear provided by employee.
 - Non slip footwear are to remain in employee changing area when not in use. (I.E. can not leave the sterile areas of the facility).
 - Store all non-approved attire in your locker/bin. Store all cell phones, cameras, and any other electronic devices inside your locker/bin, unless possession of the particular item during this specific shift has been approved by your respective department manager and documented in writing. Any clothing, footwear, cell phones, or other electronic devices not issued by the company for the purpose of performing necessary duties, or approved by the agent's respective department manager, are not permitted beyond the Locker Rooms.
- All work surfaces should be spritzed evenly with alcohol and wiped with a clean paper towel or microfiber cloth throughout each day as necessary and at the end of every day.
- The floor should be spot cleaned by spritzing any residue spots with alcohol and wiping up with dry mop before mopping room normally. This should be done at the end of every day.
- All equipment shall be regularly checked to ensure no buildup of dirt or contagions occur.
- Head of Manufacturing or VP of Manufacturing or Head of Extractions shall audit areas weekly to ensure that sanitary conditions meet standards. Audit shall have document listing out areas and objects. Audit shall be signed and delivered to the Executive Committee.

Equipment

- Alcohol
- Spray bottles
- Paper towels, cloth towels, sani-wipes
- Vacuums
- Brooms, Mops, Brushes
- Waste Bins
- Compliant soaps and cleaning solutions
- Black trash bags for all plant and plant waste material
- White trash bags for all non-plant and non-plant waste material

Procedures

Rotary Evaporator

1. The vessel should be broken down and cleaned as detailed below once per week under normal use *if* system remains in its closed loop configuration throughout the work week. Otherwise, it may be required more than once per week. It may also be required before performing an extraction for a medical product.
2. To clean and sanitize distillation vessel, first disassemble condenser and still head. Start at the condenser and work one piece at a time. The condenser itself can be rinsed through with alcohol from a spray bottle and set aside.
3. Place pieces, clamps and gaskets on a stainless steel table and spritz surfaces with alcohol and remove any residue with a clean paper towel before reassembling
4. Condition gaskets by wiping them with food grade lubricant. Wipe any excess lubricant off with a paper towel. It is important that the gaskets are free from any excess lubricant before use in still assembly.

Extraction Machine

1. This vessel should be cleaned and sanitized at the end of every day it is used. It should remain closed when not in use. It may also be required to be cleaned and sanitized before producing extract for a medical product.
2. Spritz inner surfaces, including agitation blade and spindle evenly with alcohol and wipe with a clean paper towel. Disassemble and wipe down with alcohol and a clean paper towel.
3. Reassemble drain and close the drain valve.

Laboratory Sanitation and Inspection

1. Specific cleaning agents and materials will be used to clean the interior and HVAC systems of the extraction labs with a requirement that they are 100% non-flammable
2. To avoid any risk of mixing cleaning materials that would break the requirement, all lab cleaning equipment will be stored inside the labs themselves inside a locked container.
 - a. Head of Extractions will have the responsibility of ensuring no flammable cleaning products are used or stored inside the lab.
3. Daily inspection of lab systems and equipment prior to the beginning of operations by Extraction Techs. Inspection results are recorded.
 - a. Head of Manufacturing will devise a checklist for the daily inspection based on the lab and equipment manufacturers' recommendations.

Kitchen Sanitation

Kitchen Sanitation Overview

As with any food processing plant or commercial kitchen, sanitation within cooking areas will be paramount in order to maintain a clean and sterile environment, which in turn will ensure that all food stuffs produced will adhere to all FDA, CCC, and Massachusetts Food Prep regulations.

General Policies

- **Kitchen Area Surface Cleaning**
 - All work surfaces should be spritzed evenly with alcohol and wiped with a clean paper towel throughout each day as necessary and at the end of every day.
 - The floor should be spot cleaned by spritzing any residue spots with alcohol and wiping up with dry mop before mopping room normally. This will be done at the end of every day.
- **Kitchen Tools**
 - All kitchen and cooking equipment shall be cleaned thoroughly with compliant soaps and alcohol sanitizers after each use and prior to the commencement of production on a new product/dish.
 - All temporary kitchen tools and preparation material (such as aluminum foil, baking sheet, etc.) that come in contact with THC/cannabis material in any significant capacity so as to allow a build up of residue shall be disposed of in a similar fashion to any other cannabis waste material as outlined in the Waste & Disposal Procedure.
- **Kitchen Personnel Sanitation Guidelines**

- All Kitchen personnel shall comply with the sanitary requirements for food handlers specified in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments* including but not limited to:
 - Maintaining adequate personal cleanliness.
 - Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
- All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*.
- All inspections of food products shall follow the guidelines specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.
- Kitchen Manager shall audit areas weekly to ensure that sanitary conditions meet standards. Audit shall have document listing out areas and objects. Audit shall be signed and delivered to the Head of Manufacturing & Executive Committee.

Equipment

- Alcohol
- Spray bottles
- Paper towels, cloth towels, sani-wipes
- Vacuums
- Brooms, Mops, Brushes
- Waste Bins
- Compliant soaps and cleaning solutions
- Black trash bags for all plant and plant waste material
- White trash bags for all non-plant and non-plant waste material

Lab Testing of Products

Lab Testing Overview

As required by all legal cannabis market places, including that of Massachusetts, testing must be performed on all cannabis and cannabis related products prior to any sale to the general public. This ranges from flower, extracts, and edibles. We will utilize licensed third party testing labs for all our products before release to retailers throughout the state.

General Policies

- No cannabis product shall be packaged or sold that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.
- All production batches will be laboratory tested by Massachusetts licensed third-party cannabis testing laboratories.
- Parent batches will be sampled, a lab testing manifest will be created with the individual testing lab, then a METRC manifest will be created prior to transportation.
- Company will schedule a pickup or dropoff with the testing lab where product exchange will be completed in accordance with regulations.
- Lab testing will be reviewed as outlined in Lab Testing Review procedure.
- Product will not move to the next stage of production until proper testing has occurred and has been documented. (stages outlined in procedures below).
- All test results shall be entered into record keeping and metrics systems for posterity use for future production runs.

Flower Testing Procedure

Who: Head of Cultivation and/or VP of Cultivation are in charge of the flower testing process.

1. During the plants flowering stage, a sample will be representative sample taken from each batch and isolated as a test sample.
 - a. Exact amounts and methods to be determined by the contract with the 3rd party testing lab.
 - b. Transportation of the test sample is done either via pickup or dropoff following Transportation SOPs.
2. Follow the Lab Testing Review Procedure upon receiving results.
3. Other ad-hoc testing of flower can occur at the Head of Cultivation's discretion throughout the harvest process.

Cannabis Extractions Testing Procedure

Who: Head of Manufacturing and/or VP of Manufacturing and/or Head of Extractions are in charge of the extraction testing process.

1. A sample of the extraction batch will be taken after the completion of the extraction process and isolated for 3rd party testing.
 - a. Exact amounts and methods to be determined by the contract with the 3rd party testing lab.
 - b. Transportation of the test sample is done either via pickup or delivery following Transportation SOPs.
 - c. Follow the Lab Testing Review Procedure upon receiving results.
2. No extractions are sent to MIP Kitchen area for edible use prior to passing this test.

Cannabis Infused-Edibles Testing Procedure

Who: Head of Manufacturing and/or VP of Manufacturing and/or Kitchen Manager in charge of the edibles testing process.

1. A sample of the edibles batch will be taken after the completion of the cooking, and delivered for 3rd party testing.
 - a. Exact amounts and methods to be determined by the contract with the 3rd party testing lab.
 - b. Transportation of the test sample is done either via pickup or dropoff following Transportation SOPs.
2. Follow the Lab Testing Review Procedure upon receiving results.

Lab Testing Review

Lab Testing Review Overview

Reviewing the lab test results is a key input when determining where the cannabis is routed, whether elsewhere in the production chain or to disposal. Lab test results also provide key metrics and data that can be used to determine production processes effectiveness and highlight areas that can be improved upon. Finally, lab test results are the key quantitative data points and benchmarks to be provided to prospective customers, which gets passed along to the general public.

General Policies

- Upon receiving finished lab test results from testing laboratories, print the entire document for hard copy storage.
- Visually review all pass / fail sections, highlighting the pass and fail sections appropriately. Reviewing manager needs to Initial his or her name next to each pass / fail.
- A second employee will always review results.
- If any failed results are present, bring the lab-testing document to the immediate attention of the department manager for further corrective action and / or remediation.
 - If remediation can be performed, begin remediation steps as soon as possible.
- No product batch shall move to the next phase of production or packaged prior to confirmation that appropriate passing test results are received and entered into Inventory software.

Flower Procedure

1. VP of Cultivation will review results by visually inspecting all of the pass and failed sections. Initialing their name next to each section to provide a record of their review.

- a. All failed sections are highlighted in red.
2. Head of Cultivation shall review results and initial name next to each section. Will provide final sign-off that batch passed and can move to the next production phase or sign-off that batch moves to remediation review per the Plant Removal and Remediation Policy.
3. All test results to be recorded in appropriate inventory software.

Extraction Procedure

1. VP of Manufacturing or Head of Extractions will review the results, visually inspecting all of the pass and failed sections. Initialing their name next to each section to provide a record of their review.
 - a. All failed sections are highlighted in red.
2. Head of Manufacturing shall review results and initial name next to each section. Will provide sign-off that batch passed and can move onto the next production phase, or sign-off that the batch will be moved to remediation/disposed of (according to the Cannabis Waste Disposal Procedure).
3. All test results to be recorded in appropriate inventory software.

Cannabis Infused Edibles Procedure

1. VP of Manufacturing or Kitchen Manager will review the results, visually inspecting all of the pass and failed sections. Initialing their name next to each section to provide a record of their review.
 - a. All failed sections are highlighted in red.
2. Head of Manufacturing shall review the results and initial name next to each section, will provide sign-off that batch passed and can move into the next production phase, or sign-off that the batch will be disposed of (according to the Cannabis Waste Disposal Procedure).
3. All test results to be recorded in appropriate inventory software.

Plant Removal & Remediation Policy

Plant Removal & Remediation Overview

Plant remediation process will consist of three processes, the visual inspection, the microbial test, and remediation practices. The remediation practices will be 100 percent organic in treatment of flower through the use of an ozone generator. For plants that are beyond the point of using the ozone generator, they will be remediated through means of CO2 or Ethanol based extraction and secondary manufacturing process.

General Policies

- Who:
 - The plant removal processes will be performed by Cultivation Associates and overseen by the Head of Cultivation and/or VP of Cultivation.
 - The plant remediation process will be done by Extraction Techs, overseen by the Head of Extractions and/or VP of Manufacturing and/or Head of Manufacturing.
- Where:
 - The plant removal process can take place in the Nursery and Maturity Greenhouses, Wet Trimming Room, Drying Room, or Dry Trimming/Manicuring Rooms.
 - Extraction and manufacturing remediation takes place in Manufacturing Preparation Rooms and Labs.
- Any plant assigned for removal and/or remediation will be documented as such in appropriate inventory software following transfer or waste disposal SOPs.

Equipment

- Gloves
- Mask
- Eye protection
- Shears
- Contamination bin
- Ozone remediation generator
- CO2 or ethanol extractor
- Wiped film molecular distillation still

Plant Removal and Flower Remediation Procedure

1. Once mildew, mold or pests are confirmed by visual inspection of Cultivation Associate, plant identification tag is logged and reported to Head of Cultivation and/or VP of Cultivation immediately.
2. Product is removed from current location and placed into quarantine.
3. If only individual plant/plant parts are infected, remove those individual plant/plant parts from batch.
4. If the entire plant is infected remove the entire plant taking out the root ball and leaving a hole in the soil.
5. Place plant(s) into designated quarantine container and area.
6. Once plants are in contamination bin, place lid onto the bin, make sure bin is closed tight and sealed.
7. Once plants are sealed in contamination bin, bring contamination bin containing the plants into the designated decontamination area.
8. Remove plants from bin.
9. Break plants down to flowers only, remove all stems and stalks and document waste.
10. Stem and stalk moved to Waste Room per Waste and Disposal Procedure.

11. Place document and weighed flowers onto ozone remediation racks.
12. Leave contaminated flowers on ozone remediation racks for 24 hours.
13. After 24 hours, remove from racks and store in appropriately marked, designated storage bin kept within decontaminated area.
14. Package sample for lab test per Lab Testing for Products Procedure.
15. If lab tests show product passes, send flower to Trimming Room.
 - a. Ensure all records of Plants/Batches reflect they passed remediation efforts and are no longer infected. Refer to "Review of Lab Testing Results" SOP for specific QA Hold step by step procedures.
16. If lab tests show product fails, management of Manufacturing Department reviews test results and indicates if the product can still be used in Manufacturing Remediation Procedure. If not, then it is disposed of per Waste Disposal Procedure. If so, refer to Manufacturing Remediation Procedure.

Manufacturing Remediation Procedure

1. Determine if material is a suitable candidate for remediation after testing results are reviewed.
2. If so, material can be run through either CO2 or ethanol extraction with remediation parameters.
3. For more aggressive remediation run CO2 or Ethanol crude oil into a wiped film molecular distillation still for post-processing.
4. Prepare lab sample and create transportation manifest.
5. Submit for lab testing for appropriate panels.
6. Review lab test results per "Review of Lab Testing Results" SOP to determine if product has been successfully remediated.
7. If so, material continues down process chain. If not, remediate again or dispose of product via Waste Disposal SOP.

Internal Audit Policy

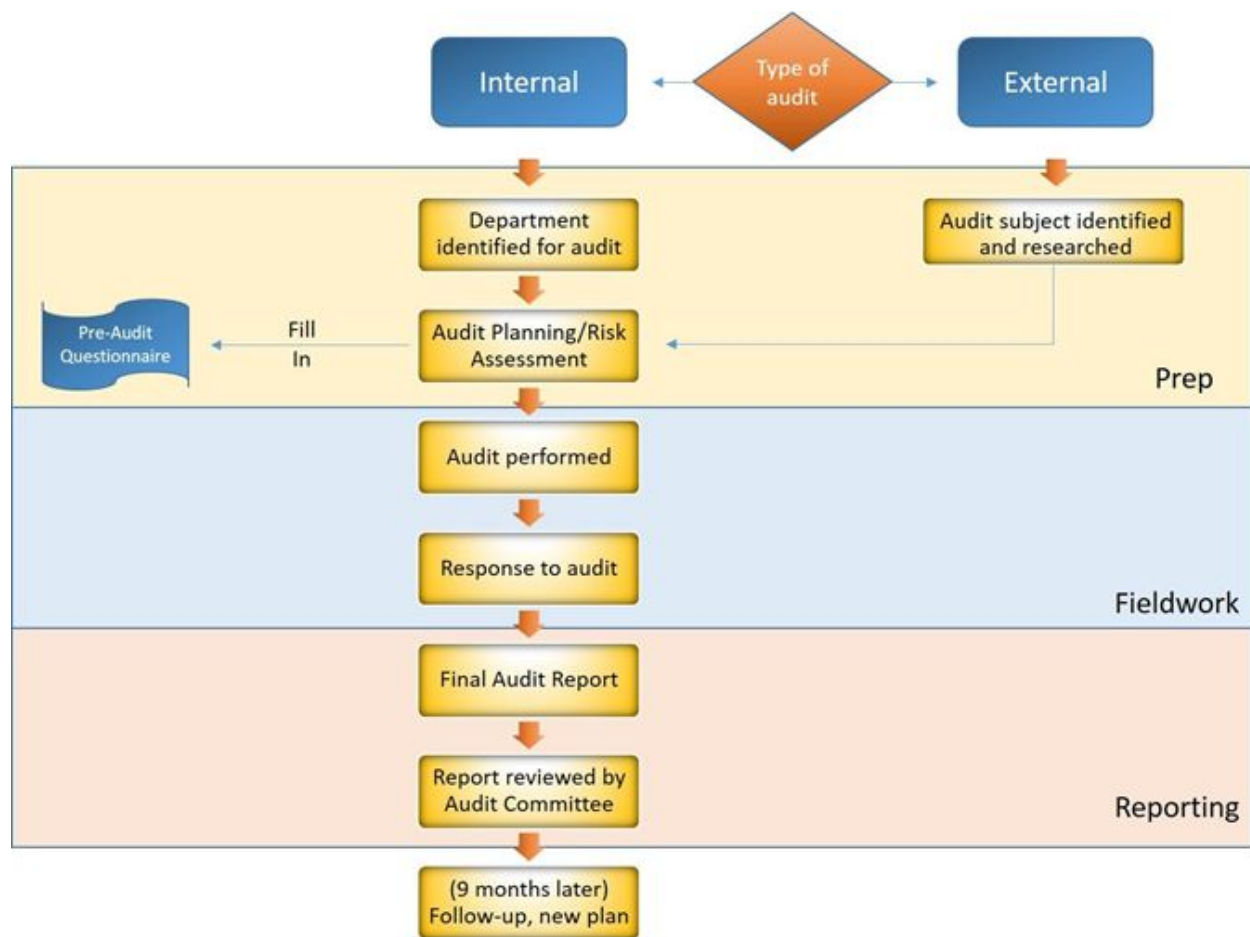
Internal Audit General Overview

Fuego Farms will install a comprehensive set of internal audits that will cover every facet of the business. This responsibility will be carried out by the Co-CEOs, with the corporate governance requiring each of them to audit each other's side of the business to ensure partiality. When hired, the Head of Compliance will be the designated person who will carry out the audits, reporting results directly to the Co-CEO responsible for that particular audit, and if need be, the General Counsel. These audits shall occur quarterly at minimum to ensure constant compliance. Moreover, they will not be broadcast to the general population of employees, so the audit remains authentic. The Head of Compliance or Co-CEO performing the audit shall be

granted all access necessary to complete the task fully. Areas of the business to audit are, but not limited to,

- Cultivation: Bio- and Nutrient Use
- Cultivation: Harvesting Safety
- Extraction Lab Safety
- Facility Sanitation
- Disposal Logs
- Mechanical and Equipment Physical Inspection
- Greenhouse Physical Inspection
- Perimeter Security Systems
- Interior Security Systems
- Transport Security Systems and Logs
- Visitor Log
- Packaging Materials
- Loading Dock Safety
- Kitchen Safety
- Cooking Supplies
- Financial Books and Ledgers
- Cyber-Security
- Inventory Logs
- Vault Entry Logs

If violations or deficiencies are found, immediate rectification will occur. Those responsible for the flags within the audit will be held responsible to fix them and then ensure they don't recur. If violations are continuous or especially flagrant, termination could occur. The below chart will be a simple template of how we will conduct the internal audits, with preparation of a potential external audit.



Energy Efficiency Policies

General Overview

In a world where attention is increasingly paid to environment friendly practices within industries, legal cannabis has come into the spotlight as an area where improvements to energy efficiencies are needed. The Commision, working with state environmental officials, have set guidelines, especially when it comes to cultivation, to have businesses employ environmentally and energy-saving equipment and processes. Fuego Farms will adhere and go above and beyond to satisfy these requirements, becoming an example for good environmental practices in the Massachuesetts cannabis industry.

The main factor that will allow our company to achieve this is our decision to employ sustainable greenhouse engineering for all our cultivation needs. We are working with one of the best companies, Weatherport (based out of Delta, Colorado) for automated and energy efficient greenhouses that can be custom designed to meet our plant's high energy needs at a low energy cost. Their greenhouse is called Growports. These greenhouse structures include water walls, energy-efficient cooling and heating ventilation systems and of course are mainly dependent on natural sunlight to provide energy to the plants inside. The greenhouse cover is also designed to maximize light and heat efficiency, with minimal air leaks to maintain a steady and controlled environment.

General Policies

- **Light Wattage Restrictions** - As our company is starting off as Tier II cultivator, our light-wattage limit is 50 watts per sq. foot. As we are operating within a greenhouse, lights will only be installed for supplemental purposes. Thus we will have much less lights in operation compared to an indoor operation. Based on our current projection of 1,760 sq. ft. of cultivation space per greenhouse, we currently plan on employing 36 1,000 watt HPS lights for a total of 36,000 watts per greenhouse. This equates to about 20.5 watts per sq. ft. of cultivation space. This is well under the 50 watt limit for a Tier II cultivator, and will also be well under the 36 watt sq. ft. limit of the higher tiers when we expand.
- **Efficient Climate Control** - Another major factor of using the greenhouse is the utilization of the Water Wall also known as the evaporation cooling system. This system serves a dual purpose. It acts as an energy efficient cooling system by cooling the air through water pads that have a continuous flow of fresh water and utilizing fans to push and pull fresh air through the wall. This process is called evaporated cooling. This also works as a scrubbing system for the air as well. Maintaining air quality and regulating the proper RH (relative Humidity) in the greenhouse. As for heating, we are opting to use a natural gas heating system in combination with the insulation of the greenhouse. The aforementioned light dept, also acts as a form of insulation using up to 30% less energy to maintain proper temperature within the greenhouse.

The motorized light deprivation curtain is made of a triple layer breathable blackout fabric and is supported by an internal frame system with a 10' peak height and 26' wide interior growing space. Additional insulation will be added to the blackout fabric to increase the ability to retain heat in winter months.

Record Keeping Procedures

Operational Record-Keeping

Operational Recordkeeping Overview

The need for the company to maintain proper records of its business operations is paramount. All areas of the business have a multitude of different operational metrics, record-keeping, and data-storage requirements. This document will highlight key data we will keep records of for both internal business use and Commission compliance .

General Guidelines

- All managers, for every department within the business, will be responsible for proper recordkeeping for the areas they manage.
 - Managers will work with Co-CEOs and the CFO to identify and procure data storage, metric tracking, inventory, financial tools.
- Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- Data will be stored in cloud to avoid the possibility of lost records.
- All physical records will be securely stored in a locked location with access only available to authorized personnel. All digital records will be highly secured utilizing the latest digital security protocols only accessible to authorized personnel and the CCC.
- Records kept must be available for inspection by the Commission, upon request.
- **When applicable, all records, ranging from inventory to financial records, shall be maintained according to GAAP (Generally Accepted Accounting Principles).** This matches the method highlighted within our Financial Procedures.
- If Fuego Farms closes and ceases operations, all records will be kept for at least two years in a form and location acceptable to the Commission. Costs associated with storage to be paid by Fuego Farms.

Records

Cultivation

- **Seed-to-Sale Tracking**
 - **Plant Identification (Metric)**

- **Fuego Farms shall attach plant tags to all Marijuana, Clones, and plants and attach package tags to all Finished Marijuana and Marijuana Products, and track all Marijuana seeds, Clones, plants, and Marijuana Products.**
- Plant Stages Tracked and Recorded:
 - Germination
 - Clones
 - In Vegetation
 - In Flower
 - Drying
 - Trim-Ready
 - Curing
 - Packaged
- Plant Nutrient Application
- Nutrient Inventory Stock
- Soil Inventory Stock
- Plant Water Application
- Plant Light Intake
- CO2 Application
- Seed Bank (Approximate)
- Plant Health Checks
- Plant Yields
- Plant Grow Time (per stage)
- THC and Other Chemical testing Metrics
- Plant Bio Metrics
 - Height
 - Color
 - Leaf & Stalk Density
 - Root Density

Manufacturing

- Metrc
- Seed-to-Sale Software
- Trim, Flower, and Material Inventory
- Grinding and Decarboxylation - Material Preparation Logs
- Extraction Batch & Yield Data
- Lab Testing Results Status Matrix
- Medicated and Non-Medicated Inventory Audits
- Equipment Service
- Transfer of Materials to MIP
- Production Forecasts
- Daily Production Throughput
 - Per Machine

- Per Product
- Per Shift/Person

Legal

- Personnel Records and Procedures (discussed in detail in Personnel Procedure) including but not limited to:
 - All materials submitted to the commission pursuant to 935 CMR 500.030(2)
 - Documentation of verification of references
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
 - Documentation of periodic performance evaluations
 - A record of any disciplinary action taken
 - Notice of completed responsible vendor and eight-hour related duty training.
- Background Check Results for all employees and applicants.
- Staffing Plan
- Contracts
 - Customers
 - Suppliers
 - Landowners/leases
 - Banks
 - Shareholders
 - Municipalities & States
 - Partners
- Court Action / Cases / Lawsuits
- Licenses and Permits
- Board Meeting Minutes
- Shareholder Votes

Marketing & Sales

- Purchase Orders
- Transportation Manifests
- Price Data
 - Sold
 - Market
 - By Region
 - By Product
- Consumer Polls

- By Product
 - By Region/State
- Customer Reviews
 - Product
 - Client Service & Sales/Inventory Team Member Customer Satisfaction
 - Number of Customer Interactions

Operations

- Security Footage
- Security Equipment Instructions & Functionality Audits
- FOB Entrance Logs to Cannabis Areas of Facility
- **All Written Operating Procedures, covering all areas of the company's operations, shall be recorded, stored and maintained by Fuego. This shall be done by the CCC regulations laid out in 935 CMR 500.105(1). 935 CMR 500.105(9). They shall also be made available to the CCC at any time for inspection.**
- **Inventory (see Inventory Policies for more detail)**
 - **The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.**
- **Waste Disposal Logs**
 - **Waste Disposal Logs shall be stored and maintained for a period of 3 years and shall be made available to CCC and local law authorities for review upon request.**
- Visitor Records
- Employee Check In & Out Times
- Stockholder Stock Data & Ledger
- Accounting Books
- Bank Statements
- Work Hours
- Payroll
- Accounts Payable
- Taxes Payable
- Company Valuation
- Asset Books
- Hours of Operation

Financial Records

Records will be kept and stored securely, with a private cloud-based storage one possible option. The company financials will be private information excluding the Board of Directors, Executive and Management Committees, shareholders and any state, local or Federal authorities.

There will be a firm grip on every dollar to going in and out of the organization, and the accounting books will reflect as such. The CFO (with Co-CEO guidance) will handle the payment of all bills, salaries, taxes and any other costs with the cash on hand. All cash transactions will be meticulously be kept track of and documented due to the impediment of not being able to reference electronic bank or credit card statements & transactions (at least until laws permit otherwise). All transactions will be recorded in real time, including but not limited to:

- Assets and liabilities
- All monetary transactions
- All books of accounts, journals ledgers contracts, copies of checks, invoices and vouchers
- Sales records, quantity, form and cost
- Salary wages paid to employees
- Stipend paid to board members
- Executive pay outs
- Any benefit of item or value paid to any individual affiliated with the company

Restricting Access to Individuals under the Age of 21 (Visitation Procedure)

Management Procedure Overview

In order to prevent underaged individuals from accessing our facility, all outside vendors, contractors and visitors shall go through a thorough identification check prior to obtaining a visitor identification badge and prior to entering any limited access areas. They shall also be escorted at all times by a Fuego Farms' employee authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the visitor is in any limited access area. All visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. At the time of a visitor entrance, their ID will be checked by security personnel utilizing the most modern equipment to authenticate the presented identification. **Any visitor who is under the age of 21 will not be allowed to enter the facility.** All visitor identification badges shall be returned to the company upon exit. Fuego Farms will limit access to all areas of the facility to authorized personnel/agents.

During the hiring procedure, all candidates under the age of 21 shall be automatically disqualified. **Any hire, and thus employee, shall be 21 or older** when Fuego applies for that individual's Laboratory Agent Registration Card with the CCC.

General Policies

- Who: Security Guard to conduct visitor check-in, incident reporting (if necessary) executed by the VP of Security and/or Chief of Security.
- Where: Lobby/Security Booth
- All visitors are to present legally acceptable identification, including a driver's license, passport, or some other form of legal photo identification to verify their identity and age upon entrance to the facility to Fuego security personnel.
- Security personnel will be required to keep a log of all visitors, including a photocopy of the visitor's form of identification.
- **Any individual who is under 21 shall be escorted out of the facility.**
- Any individual that presents false identification documents shall be reported to local law enforcement along with a creation of an incident report that shall be sent to applicable CCC officials.
- **Any Fuego employee is mandated to be 21 years of age or older.** Any Fuego employee who is found to be under this age to fraud shall be terminated for cause immediately per termination procedures and reported to local authorities and the CCC.

Visitor Procedure

1. All visitors to be directed to the main entrance of facility into the lobby.
2. At the security booth within the lobby, visitor shall present legal photo ID to on-duty security guard.
3. Security guard will visually inspect ID to see picture matches visitor and check DOB to ensure age of visitor is 21 or over.
4. After confirming picture, security guard scans ID with onsite ID checking technology to verify authenticity.
5. If ID checks out, than visitor signs into visitor log and is issued a visitor ID badge/FOB and is escorted by designated Fuego employee into facility.
6. If visitor fails ID check for being under the age of 21, then security escorts visitor out of facility and contacts local law enforcement. The incident is documented and reported to CCC and other local or state organization with interest in such matters.

Positive Impact Plan for Fuego Farms

Goal: Restorative justice through high quality education. Fuego Farms intends to provide scholarship funds and internship/training opportunities for 10 students from areas of disproportionate impact in MA to receive workforce or entrepreneurship training in the local cannabis industry with C3RN and Holyoke Community College, trained at the Cannabis Education Center.

Fuego Farms, with a founder that is the Social Equity Program, has a goal in making a positive impact by providing educational opportunities, and social and restorative justice to Massachusetts residents that were disproportionately impacted by the war on drugs. We will provide educational access to workforce training in concert with our strategic partner Cannabis Community Care and Research Network (C3RN) to those from areas of disproportionate impact within Massachusetts (as identified by CCC criteria) for any of the following workforce training areas at Holyoke Community College:

- Cannabis Cultivation
- Cannabis Retail
- Cannabis Extraction
- Cannabis Culinary Infusion

Programs: In order to achieve the goal stated above, Fuego Farms will lead two programs. The first is to make a monetary donation to support student scholarships annually and the second is to provide on-site internship opportunities with students from HCC in the form of expert internship and mentoring hours.

1. An annual monetary donation of \$30,000 will be made to C3RN in order to **provide scholarships to ten students** through the certification program instituted by HCC and C3RN, and located at Holyoke Community College for certificate program each. www.cannabiseducationcenter.org

2. On-site internship will support **ten students** sponsored by the scholarship to have 50 hours of Fuego and C3RN hands on training designed for employment for one year. The class of students from each of the four areas of workforce training (Cultivation, Retail, Extraction and Culinary Infusion) will be mentored by the experts who work at Fuego. This will provide those looking to break into the industry invaluable real-world knowledge and skills that can assist certification graduates in getting employment within an industry they are passionate about.

Metrics: To measure the success of our programs we intend to track the following metrics.

1. **For Program 1, ten students** from disproportionate areas of impact within Massachusetts (as identified by the CCC) will participate in the workforce training programs at Holyoke Community College fully free under Fuego Farms sponsorship. Fuego Farms will work with both C3RN and HCC to certify these ten students don't incur any financial burden through our annual donation while receiving this education and training and qualify for the scholarship via C3RN and HCCs criteria. Fuego Farms will also offer internship opportunities for these students to complete the certificate program. Fuego Farms will receive written documentation that certifies that these students do not incur the financial burden.
2. **For Program 2**, at the conclusion of each of the four classes and internship program for each of the **ten sponsored students**, Fuego Farms will evaluate the students performance based on Fuego driven company metrics of success. Additionally, C3RN and Fuego will evaluate the overall performance of the student during the internship phase and provide evaluation feedback to HCC and the student at the time of course completion. Fuego will then **offer full-time employment to at least one of the sponsored students** at the conclusion of the program, based upon the students skills and abilities and how they fit with Fuego's current hiring needs.

Protocols

Implementation Protocol: While implementing this plan, Fuego Farms will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

Implementation Protocol: Any actions taken, or programs instituted by Fuego Farms or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Implementation Protocol: All internship students that attend the onsite training portion of the program will be of the age 21 or older, and will undergo the same age verification process all visitors must pass before entering the facility, with the checking/documentation of their legal ID. If the intern does not meet this age requirement, then they will be asked to leave the facility and asked to rejoin the program when they meet the necessary age requirements.