Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC282778

Original Issued Date: 11/19/2020

Issued Date: 11/19/2020

Expiration Date: 11/19/2021

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: J&L Enterprises, Inc.

Phone Number: 413-204-9044 **Email Address:** james@holyoke420.com

Business Address 1: 104 GOVERNOR DUKAKIS DRIVE **Business Address 2:**

Business City: Orange **Business State:** MA **Business Zip Code:** 01364

Mailing Address 1: 33 Carol Lane **Mailing Address 2:**

Mailing City: Holyoke **Mailing State:** MA **Mailing Zip Code:** 01364

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: 40 **Percentage Of Control:** 50

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

First Name: James **Last Name:** Jaron **Suffix:**

Gender: Male **User Defined Gender:**

What is this person's race or ethnicity?: Some Other Race or Ethnicity

Specify Race or Ethnicity: Israeli

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 **Percentage Of Control:** 40

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

First Name: Luke **Last Name:** Zbylut **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:** Jaron **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $500000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Luke **Last Name:** Zbylut **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $500000 **Percentage of Initial Capital:** 50

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: James **Last Name:** Jaron **Suffix:**

Marijuana Establishment Name: Holoke420 **Business Type:** Marijuana Retailer

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 2

First Name: Luke **Last Name:** Zbylut **Suffix:**

Marijuana Establishment Name: J&L Enterprises, Inc. **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Holyoke **Marijuana Establishment State:** MA

Individual 3

First Name: James **Last Name:** Jaron **Suffix:**

Marijuana Establishment Name: J&L Enterprises, Inc, **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Orange **Marijuana Establishment State:** MA

Individual 4

First Name: Luke **Last Name:** Zbylut **Suffix:**

Marijuana Establishment Name: J&L Enterprises, Inc, **Business Type:** Marijuana Cultivator

Marijuana Establishment City: Orange **Marijuana Establishment State:** MA

Individual 5

First Name: Luke **Last Name:** Zbylut **Suffix:**

Marijuana Establishment Name: J&L Enterprises, Inc, **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Orange **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 104 Dukakis Drive

Establishment Address 2:

Establishment City: Orange **Establishment Zip Code:** 01364

Approximate square footage of the Establishment: 115000 **How many abutters does this property have?:** 33

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

Cultivation Tier: **Cultivation Environment:**

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft **Cultivation Environment:** Outdoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Abutter Notice J&L.pdf	pdf	5eac5ca10f6f0d34840b1eef	05/01/2020
Community Outreach Meeting Documentation	COM Attestation Form J&L.pdf	pdf	5eac5ca30f96d32d2066e564	05/01/2020
Certification of Host Community Agreement	COM Newspaper Notice J&L.pdf	pdf	5eac5cad7d78332d19fc62db	05/01/2020
Community Outreach Meeting Documentation	COM Notice Town J&L.pdf	pdf	5eac5cd37dc0413492814f4e	05/01/2020
Certification of Host Community Agreement	HCA Cert J&L Enterprises.pdf	pdf	5eac5ce05f1314349d5f7358	05/01/2020
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning J&L.pdf	pdf	5eac5cf08caba634a8437aec	05/01/2020

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date

Plan for Positive Impact	Positive Impact Plan - J&L Enterprises, Inc. Outdoor 080320.pdf	pdf	5f2976c764c153689b94910e	08/04/2020

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

First Name: James **Last Name:** Jaron **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

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

First Name: Luke **Last Name:** Zbylut **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
Articles of Organization	Art of Org J&L full.pdf	pdf	5eac6b2a7dc0413492814f9c	05/01/2020
Bylaws	Bylaws - J&L Enterprises - 030120.pdf	pdf	5eac6b4d5fa02a2d3651bc15	05/01/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Stand SOC J&L.pdf	pdf	5eac6b585c6c422d41afa015	05/01/2020
Department of Revenue - Certificate of Good standing	Cert of Good Stand DOR J&L.pdf	pdf	5eac6b5b502f482d4898e5b7	05/01/2020
Secretary of Commonwealth - Certificate of Good Standing	Dept Unemployment Assistance Certificate J&L.pdf	pdf	5ee7b5a5a7d30c17f541715b	06/15/2020

No documents uploaded

Massachusetts Business Identification Number: 001400656

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	Proposed Timeline J&L Outdoor 050120.pdf	pdf	5eac6e70f16b5934c591954b	05/01/2020

Plan for Liability Insurance	J&L PROPOSAL FOR INSURANCE Cultivation 050120.pdf	pdf	5eac6e73ce51fd2d12e5be48	05/01/2020
Business Plan	Business Plan - J&L Enterprises - Indoor_Outdoor cultivation - 050120.pdf	pdf	5eb0738b5c6c422d41afa4fb	05/04/2020

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Quality control and testing	Quality Control and Testing - J&L - 091319.pdf	pdf	5eac6f6d502f482d4898e5dc	05/01/2020
Record Keeping procedures	Recordkeeping Procedures - J&L - 091319.pdf	pdf	5eac6f6fddb8c72d5360932a	05/01/2020
Security plan	Security Plan - J&L Enterprises - 030120.pdf	pdf	5eac6f70cb1edf34af2dc936	05/01/2020
Storage of marijuana	Storage of Marijuana - J&L Cultivation - 091219.pdf	pdf	5eac6f71ce51fd2d12e5be52	05/01/2020
Transportation of marijuana	Transportation of Marijuana - J&L - 091119.pdf	pdf	5eac6f720f96d32d2066e5da	05/01/2020
Maintaining of financial records	Maintaining Financial Records - J&L - 091319.pdf	pdf	5eac6fa25c6c422d41afa041	05/01/2020
Personnel policies including background checks	Personnel Policies - J&L Enterprises - 030120.pdf	pdf	5eac6fa21cd17834bad61182	05/01/2020
Restricting Access to age 21 and older	Plan to restrict access to 21 - J&L Cultivation - 030120.pdf	pdf	5eac6fa4502f482d4898e5e0	05/01/2020
Prevention of diversion	Prevention of Diversion - J&L Cultivation - 091119.pdf	pdf	5eac6fa5cb1edf34af2dc93a	05/01/2020
Qualifications and training	Qualifications and Training - J&L Enterprises - 030120.pdf	pdf	5eac6fa6ddb8c72d5360932e	05/01/2020
Policies and Procedures for cultivating.	Additional Requirements for Cultivators - J&L Enterprises - 011320.pdf	pdf	5eac6fdd5c6c422d41afa047	05/01/2020
Diversity plan	Diversity Plan - J&L Enterprises - 030120.pdf	pdf	5eac6fdff16b5934c591955d	05/01/2020
Inventory procedures	Inventory Procedures - J&L - 091319.pdf	pdf	5eac6fe00f96d32d2066e5e4	05/01/2020
Policies and Procedures for cultivating.	Cultivation Plan - Operating Policies and Procedures - J&L Enterprises - 061620.pdf	pdf	5ee8df3e8e2a8b24c980f960	06/16/2020

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notifcation:

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

Attachment C

GREENGLOVE
Cannabis Business Consulting 139 Damon Rd. Northampton, MA 01060 413-539-3059 ezra@greenglove.cc

J & L Enterprises, Inc.
104 Governor Dukakis Drive
Orange, MA 01364

To: Abutter to 104 Governor Dukakis Drive, Orange MA

February 18, 2020

Dear abutter,

J & L Enterprises, Inc. is a proposed cannabis cultivation establishment proposed for 104 Governor Dukakis Drive. J&L is applying for a cultivation and manufacturing license from the Cannabis Control Commission (CCC.) We are giving notice of our required Community Outreach Meeting at the proposed location for 5pm on March 9, 2020.

The public is welcome to attend and ask questions. If you would like to attend but are unable to, then I welcome your questions via my contact info above, or you can attend the special permit public hearing at a date to be determined by the town of Orange. You will be notified of the hearing.

Cultivation will occur inside the building and will not be visible from the public way. J&L will also use odor mitigation technology to contain any odor and the site will not be accessible to the public.

Sincerely,

Ezra Parzybok
Cannabis Consultant, on behalf of J&L

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, James Jaron, (*insert name*) attest as an authorized representative of J&L Enterprises, 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 March 9, 2020 (*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 2/20/20 (*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 2/18/20 (*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 2/20/20 (*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*).

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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.

CALENDAR FROM C2

jbuchanan@cwmars.org.

SayReal and Rebelle: 7 p.m. - midnight. The mother-daughter duo returns for a night of powerful protest songs and reggae-rock. $12. The Perch at Hawks and Reed, 289 Main St., Greenfield. marketing@hawksandreed.com.

Senior Gay Men's Group: 1 - 2 p.m. Northampton Senior Center, 67 Conz St., Northampton.

Senior Solutions - Introduction to Medicare: 10:30 - 11:30 a.m. Brooks Memorial Library, 224 Main St., Brattleboro. 802-885-2655.

Story Hour with Dance - 11:30 a.m. Dickins**low** Library, 115 Main St.**nore.**

Storytelling Standup ary, 7 - 9 p.m. Catch new 413- out their latest mater land- by Kelsey Flynn. $5. F ley Comedy, 1 Mill Va**DT:** Hadley. info@happier, joy,

Third Friday Open Pr nira- **etry Reading:** 7 p.m. sic. freshments, accessib on- stairs). Sign up befor ght, minute open mic slot lamp- minute slot available ers welcome. Free. Ar Corner Bridge and Ma. Shelburne Falls. arms no al-

styles, and good music since 1978. First time? Try it for 30 minutes free. $5 - $10. Kids under 10 free and welcome. St. James Church, 71 Federal St., Greenfield. 413-658-7011. jasper@dancespree.org.

Duplicate bridge for beginners: 1:30 - 4 p.m. $2. Lathrop Community Meeting House, 1 Shallowbrook Lane, Northampton. 413-427-5669. judyquake@gmail.com.

Fiddlers Green Contra Dance: 7:30 - 10 p.m. Monthly community contradance. Recommended ages 10 and up. Sit in musicians welcome. No experience or part-

SEE CALENDAR C0

Attachment A

LEGAL

LEGAL HEADER PV2019 1IN

Legals

J & L Enterprises, Inc., a proposed cannabis cultivation establishment proposed for 104 Governor Dukakis Drive, Orange is applying for a cultivation and manufacturing license from the Cannabis Control Commission (CCC.) We are giving notice of our public Community Outreach Meeting at the proposed location for 5pm on March 9, 2020. Contact ezra @greenglove.cc for questions.

February 20

40862

Legals

Commonwealth of Massachusetts
The Trial Court
Probate and Family Court
Worcester Probate and Family Court
225 Main Street
Worcester, MA 01608
(508)831-2200
CITATION ON PETITION FOR FORMAL ADJUDICATION
Docket No. WO20P0361EA

Estate of Pearl Alfina Newell
Date of Death: 10/09/2019
To all interested persons:
A petition for Formal Probate of Will with Appointment of Personal Representative has been filed by
Robert A. Romanowicz of Shrewsbury, MA
requesting that the Court enter a formal Decree and Order and for such other relief as requested in the Petition.
The petitioner requests that:
Robert A. Romanowicz of Shrewsbury, MA
be appointed as Personal Representative(s) of said estate to serve Without Surety on the

Legals

Commonwe
Massachu
The Trial C
Probate and Fa
Franklin Prob
Family C
43 Hope S
Greenfield, M
(413) 774-
INFORMAL PR
PUBLICATION
Docket No. FR20

Estate of: Todd A. Fo
Also known as: To
Todd Fox
Date of Death: Aug
To all persons inte
above captioned
Petition of
Petitioner Jennifer
Bernardston, MA
Jennifer M. Fox of
MA
has been informal
as the Personal Re
of the estate to s
surety on the bond.
The estate
administered und
procedure by th
Representative
Massachusetts Unif
Code without supe
Court. Inventory a
are not required to
the Court, but inter
are entitled to noti
the administratio
Personal Represe
can petition the
matter relating to
including distributi
and expenses of a
Interested parties a
petition the Court
formal proceedin
obtain orders ter
restricting the
Personal Repre
appointed unde

c Hearing Notice
Board will conduct a public hearing at 2020, in the Town Hall meeting room at on MA. The purpose of the hearing is to arding proposed amendments to the Amendments proposed are:
itting District (EPD) slightly to include a s shown on the proposed Zoning Map where Planned Unit Developments may s (B) and Industrial (I) Districts;

ses to the Use Regulations Schedule xercise Clubs, Theaters and Veterinary

ted to the legalization of Recreational ulations Schedule including Marijuana ption Establishments), Marijuana rijuana Microbusinesses, Marijuana ijuana Product Manufacturers and ting Labs and add definitions for these

Agricultural bylaw to allow accessory at farms in additional to principal

, large-scale solar, to prohibit location s on Prime Farmland Soils and Soils of

es to the Zoning Bylaws

ning Bylaws without any changes to

endments can be obtained in the Town ar hours, 38 Church Street, and at

February 20, 27

ALTH OF MASSACHUSETTS

FR20E0001PP
PROBATE COURT

and Arla Finkowski
rested.
ed to said Court by Alfred Finkowski, Jr.
in the State of Maine, representing that part or share of certain land lying
ranklin
ows;

EXHIBIT A

Attachment B

Gmail

Ezra Parzybok <ezparz@gmail.com>

Community Outreach Meeting J&L

1 message

Ezra Parzybok <ezra@greenglove.cc> Tue, Feb 18, 2020 at 11:50 AM
To: Alec Wade <awade@townoforange.org>, Gabriele Voelker <ghvoelker@outlook.com>, Mark Jarvis <mark@greenglove.cc>

Good morning Alec and Gabe, we will be conducting our Community Outreach Meeting for J&L Enterprises (Cultivation and Manufacturing) on Monday, March 9th at 5pm.

The meeting will occur at the site: 104 Governor Dukakis Drive, Orange, MA 01364 and public will be able to ask questions. If anyone would like to attend but is unable to, I am reachable for questions at any time.

This email will serve as our notification to the town of Orange unless you would prefer a different protocol.

Thank you,

-Ezra Parzybok

Greenglove Consulting LLC
Cell: 413-539-3059
Biz Office: 139 Damon Road, Suite #5, Northampton, MA 01060
Cannabis Consultant and author of **Cannabis Consulting**
Medical Cannabis Education: www.ezrahelps.com
The contents of this email are for informational purposes only and do not constitute medical or legal advice.

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

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, James Jaron, (*insert name*) certify as an authorized representative of James Jaron (*insert name of applicant*) that the applicant has executed a host community agreement with Orange (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 1/21/20 (*insert date*).

Signature of Authorized Representative of Applicant

Host Community

I, Gabriele H. Voelker, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Orange (*insert name of host community*) to certify that the applicant and Town of Orange (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 01/21/2020 (*insert date*).

Signature of Contracting Authority or
Authorized Representative of Host Community

J&L Enterprises, Inc. Orange: Plan to Remain Compliant with Local Zoning

J&L Enterprises, Inc. (J&L) attests that it will, through its operation of a cultivation and manufacturing establishment in the town of Orange, MA, follow and remain compliant with all local zoning requirements.

J&L is a less than 10,000 square foot building and therefore is allowed by right without a special permit in the industrial zone of Orange where it is located. However, a site plan and building permits are required for review by the building commissioner, who has been reviewing our plans. J&L will also follow the use regulations for security and fire, special provisions for parking, loading, signs, etc. A waste water plan will also be implemented by an engineer as required in the Orange bylaw.

We will also communicate with the town on a regular basis to remain updated and compliant with any changes or additions to local zoning.

Positive Impact Program J&L Enterprises, Inc. Outdoor Cultivation

Introduction

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

The Commission has identified the groups this plan is intended to impact as the following:

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

We have engaged Greenglove Consulting LLC, a Massachusetts-based cannabis business development consultancy, to identify one applicant in need of help and guidance who fulfills the Primary Target Group (PTG) description, and to provide the applicant direct mentor-to-mentee application and business development assistance. This applicant shall be connected to **Holyoke, Greenfield, Pittsfield, ADIs in Springfield, or Worcester, MA**, or other communities that are Areas of Disproportionate Impact (ADI) as defined by the Commission, through residence or location of their intended business operations at that time. Execution of this program will commence upon receipt of a provisional Marijuana Establishment license. The availability of this service will be continuously promoted and advertised through the media site MassLive but when a team is identified as a mentee, the availability of Greenglove's services will be ongoing to achieve steps in the licensing process.

Acknowledgements

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

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

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

Programs:

The *Green Gateway Positive Impact Program* comprises four main elements:

Business Development - The Positive Impact Plan will provide access to consulting and ancillary services that can help applicants create and develop robust business ideas and convey these concepts through a suitably crafted business plan to potential investors, the Commission, and/or for use in their own planning and operations. **Goal of 5 hours of business development** will be offered.

Local licensing and permitting - The Positive Impact Plan will provide guidance and direct assistance in the preparation of presentation and submission materials; and advocacy for the projected business to affected communities and municipalities that require either Special Permitting, local licencing, or both with the **goal of 20 hours of local help.**

State licensing - The Positive Impact Plan will provide direct assistance in the development and preparation of business plans, host community agreements, Standard Operating Procedures, support documentation and submission of relevant license applications with a **goal of 20 hours consultation**

Compliance - The Positive Impact Plan will provide essential support during the post-provisional to "commence operations" phases of licensing. These services will help PTG applicants more effectively make the difficult transition to the challenging realities of the regulated cannabis industry. We will provide a **goal of 20 hours assistance.**

Goals:

The goal of the program is to provide PTG applicants with direct access to the same professional consulting services enjoyed by (generally) better-financed applicants. These services will provide direct assistance in the achievement of some or all of the following milestones:

- Business Plan Development (goal; completion of **one full business plan**)
- Support negotiation of Host Community Agreement with goal of **one HCA achieved**
- Preparation, support, presentation, and advocacy of **one Community Outreach Meeting**
- Preparation, support, presentation, and advocacy at Special Permit hearings (where applicable) with a goal of **one Special Permit achieved**
- Direct assistance in the preparation of Standard Operating Procedures for submission to the Commission with the goal of granting **one full suite of documents** to mentee for application in each license category
- Direct assistance in the preparation and collation of uploading and preparing supporting documentation for submission to the Commission (**goal of 10 hours** of MassCIPortal assistance)

- Introduction to potential financial investors subject to suitability and availability. (goal of meeting with **at least one investor**.)
- Provide PTG participants easy access to expert mentorship and counseling through individual conference calls with leading industry consultants and ancillary professionals with goal of **5 hours of conference calls**

Measurements and Metrics:

Program Progress and Success - The success and impact of this program will be measured through the following means:

- **Targeting** - Did the applicant meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described in the introduction above
- **Milestones -** Was the applicant provided assistance in the achievement of **at least 3 of the milestones outlined in "Goals"**, above
- **Assistance** - Was the applicant provided a goal of **30 hours of direct consulting support** in any or all of the four principal program elements

MA SOC Filing Number: 201924364500 Date: 9/5/2019 2:13:00 PM

The Commonwealth of Massachusetts
William Francis Galvin

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

Minimum Fee: $250.00

Articles of Organization

(General Laws, Chapter 156D, Section 2.02; 950 CMR 113.16)

Identification Number: 001400656

ARTICLE I

The exact name of the corporation is:

J&L ENTERPRISES, INC.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

TO ENGAGE IN THE BUSINESS OF CULTIVATION, PROCESSING, PACKAGING, MANUFACTURING AND TRANSPORTATION AND TO TRANSACT ALL LAWFUL BUSINESS FOR WHICH BUSINESS CORPORATIONS MAY BE ORGANIZED UNDER MASSACHUSETTS LAW.

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.

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
CNP	$0.00000	275,000	$0.00	2,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

DESCRIPTION OF CAPITAL STOCK - THERE SHALL BE TWO (2) CLASSES OF CAPITAL STOCK: COMMON - CLASS A (VOTING) STOCK, AND COMMON - CLASS B (NON-VOTING) STOCK. EXCEPT AS SPECIFICALLY REQUIRED BY LAW, HOLDERS OF COMMON - CLASS B (NON-VOTING) STOCK SHALL NOT BE ENTITLED TO ANY VOTE WHATSOEVER, AND THE HOLDERS OF COMMON - CLASS B (NON-VOTING) STOCK SHALL NOT BE ENTITLED TO NOTICE OF,

OR PARTICIPATION IN, THE MEETINGS OF SHAREHOLDERS OF THE CORPORATION. EXCEPT AS OTHERWISE REQUIRED BY LAW, ALL VOTING RIGHTS SHALL BE VESTED EXCLUSIVELY IN THE HOLDERS OF COMMON - CLASS A (VOTING) STOCK, AND EACH SHARE OF COMMON - CLASS A (VOTING) STOCK SHALL ENTITLE THE HOLDER THEREOF TO ONE (1) VOTE. SUBJECT TO THE FOREGOING, COMMON - CLASS A (VOTING) STOCK AND COMMON - CLASS B (NON-VOTING) STOCK SHALL HAVE THE SAME PREFERENCES, QUALIFICATIONS, RIGHTS, AND PRIVILEGES.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

STOCK RESTRICTIONS- A STOCKHOLDER, INCLUDING THE HEIRS, ASSIGNS, EXECUTORS OR ADMINISTRATORS OF A DECEASED STOCKHOLDER, DESIRING TO SELL OR TRANSFER STOCK OWNED BY HIM, HER OR THEM, SHALL FIRST OFFER IT TO THE CORPORATION THROUGH THE BOARD OF DIRECTORS IN THE MANNER FOLLOWING: HE/SHE/THEY SHALL NOTIFY THE DIRECTORS OF HIS/HER/THEIR DESIRE TO SELL OR TRANSFER BY NOTICE IN WRITING, WHICH NOTICE SHALL CONTAIN THE PRICE AT WHICH HE/SHE/THEY IS/ARE WILLING TO SELL OR TRANSFER AND THE NAME OF ONE ARBITRATOR. THE DIRECTORS SHALL WITHIN THIRTY DAYS THEREAFTER EITHER ACCEPT THE OFFER, OR BY NOTICE TO HIM/HER/THEM IN WRITING NAME A SECOND ARBITRATOR AND THESE TWO SHALL NAME A THIRD. IT SHALL THEN BE THE DUTY OF THE ARBITRATORS TO ASCERTAIN THE VALUE OF THE STOCK, AND IF ANY ARBITRATOR SHALL NEGLECT OR REFUSE TO APPEAR AT ANY MEETING APPOINTED BY THE ARBITRATORS, A MAJORITY MAY ACT IN THE ABSENCE OF SUCH ARBITRATOR. AFTER ACCEPTANCE OF THE OFFER, OR THE REPORT OF THE ARBITRATORS AS TO THE VALUE OF THE STOCK, THE DIRECTORS, OR THEIR NOMINEE, SHALL HAVE THIRTY DAYS WITHIN WHICH TO PURCHASE THE SAME AT SUCH VALUATION, BUT IF AT THE EXPIRATION OF THIRTY DAYS, THE CORPORATION SHALL NOT HAVE EXERCISED THE RIGHT TO SO PURCHASE, THE OWNER OF THE STOCK SHALL BE AT LIBERTY TO DISPOSE OF THE SAME IN ANY MANNER HE/SHE/THEY SHALL SEE FIT. 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.

ARTICLE VI

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

(A) THE DIRECTORS MAY MAKE, AMEND OR REPEAL THE BY LAWS IN WHOLE OR IN PART, EXCEPT WITH RESPECT TO ANY PROVISIONS THEREOF WHICH BY LAW OR THE BY LAWS REQUIRES ACTION BY THE STOCKHOLDERS. (B) MEETINGS OF THE STOCKHOLDERS MAY BE HELD ANYWHERE IN THE UNITED STATES. (C) THE AFFIRMATIVE VOTE OF A MAJORITY OF ALL THE SHARES IN A VOTING GROUP ELIGIBLE TO VOTE ON A MATTER SHALL BE SUFFICIENT FOR THE APPROVAL OF THE MATTER, NOTWITHSTANDING ANY GREATER VOTE ON THE MATTER OTHERWISE REQUIRED BY ANY PROVISION OF CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS. (D) ACTION REQUIRED OR PERMITTED BY CHAPTER 156D OF THE GENERAL LAWS OF MASSACHUSETTS TO BE TAKEN AT A SHAREHOLDERS' MEETING MAY BE TAKEN WITHOUT A MEETING BY SHAREHOLDERS HAVING NOT LESS THAN THE MINIMUM NUMBER OF VOTES NECESSARY TO TAKE THE ACTION AT A MEETING AT WHICH ALL SHAREHOLDERS ENTITLED TO VOTE ON THE ACTION ARE PRESENT AND VOTING. (E) THE CORPORATION MAY BE A PARTNER IN ANY BUSINESS ENTERPRISE IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. (F) 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 DIRECTOR, OFFICER OR STOCKHOLDER OF THIS CORPORATION INDIVIDUALLY, OR ANY INDIVIDUAL HAVING ANY INTEREST IN ANY CONCERN WHICH IS A STOCKHOLDER OF THIS COR

PORATION, OR ANY CONCERN IN WHICH ANY SUCH DIRECTORS, OFFICERS, STOCKHOLDERS OR INDIVIDUALS HAVE ANY INTEREST, MAY BE A PARTY TO, OR MAY BE PECUNIARILY OR OTHERWISE INTERESTED IN, ANY CONTRACT, TRANSACTION OR OTHER ACT OF THIS CORPORATION, AND (1) SUCH CONTRACT, TRANSACTIONS OR ACT SHALL NOT BE IN ANY WAY INVALIDATED OR OTHERWISE AFFECTED BY THAT FACT; (2) 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; AND (3) 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" INCLUDING PERSONAL INTEREST AND INTEREST AS A DIRECTOR, OFFICER, STOCKHOLDER, SHAREHOLDER, TRUSTEE, MEMBER OR BENEFICIARY OF ANY CONCERN; AND THE TERM "CONCERN" MEANING ANY CORPORATION, ASSOCIATION, TRUST, PARTNERSHIP, FIRM, PERSON OR OTHER ENTITY OTHER THAN THIS CORPORATION. (G) NO DIRECTOR OF THE CORPORATION SHALL BE LIABLE TO THIS CORPORATION OR ITS STOCKHOLDERS FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS A DIRECTOR, EXCEPT TO THE EXTENT THAT SUCH EXCULPATION FROM LIABILITY IS NOT PERMITTED BY THE MASSACHUSETTS BUSINESS CORPORATION LAW AS THE SAME EXISTS OR MAY HEREAFTER BE AMENDED. NO AMENDMENT TO OR REPEAL OF THIS PROVISION SHALL APPLY TO OR HAVE ANY EFFECT ON THE LIABILITY OF ANY DIRECTOR FOR OR WITH RESPECT TO ANY ACTS OR OMISSIONS OF SUCH DIRECTOR OCCURRING PRIOR TO SUCH AMENDMENT OR REPEAL.

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

ARTICLE VII

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

Later Effective Date: Time:

ARTICLE VIII

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

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: JAMES JARON
No. and Street: 104 GOVERNOR DUKAKIS DRIVE
City or Town: ORANGE State: MA Zip: 01364 Country: USA

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):

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	JAMES JARON	33 CAROL LANE HOLYOKE, MA 01040 USA
TREASURER	LUKE ZBYLUT	384 NORTHAMPTON RD., APT. C

		AMHERST, MA 01002 USA
SECRETARY	LUKE ZBYLUT	384 NORTHAMPTON RD., APT. C AMHERST, MA 01002 USA
DIRECTOR	LUKE ZBYLUT	384 NORTHAMPTON RD., APT. C AMHERST, MA 01002 USA
DIRECTOR	JAMES JARON	33 CAROL LANE HOLYOKE, MA 01040 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

CULTIVATION AND MANUFACTURING

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 104 GOVERNOR DUKAKIS DRIVE
City or Town: ORANGE State: MA Zip: 01364 Country: USA

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

No. and Street: 104 GOVERNOR DUKAKIS DRIVE
City or Town: ORANGE State: MA Zip: 01364 Country: USA
which is

X its principal office
__ an office of its secretary/assistant secretary
__ an office of its transfer agent
__ its registered office

Signed this 5 Day of September, 2019 at 2:15:51 PM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*
JAMES JARON

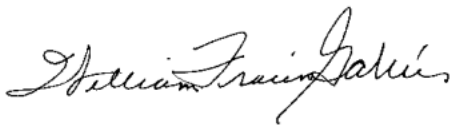
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MA SOC Filing Number: 201924364500 Date: 9/5/2019 2:13:00 PM

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:

September 05, 2019 02:13 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

J&L Enterprises Inc

Bylaws

ARTICLE I

OFFICES

Section 1. The principal office of this corporation shall be in the Commonwealth of Massachusetts.

Section 2. The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

ARTICLE II

MEETINGS OF STOCKHOLDER

Section 1. All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

Section 2. Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically, or have expressly declined to participate.

Section 3. Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such request shall state the purpose of the proposed meeting.

Section 4. Notices of meetings shall be in writing and signed by the President or the Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon

which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a

greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

ARTICLE III

DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

ARTICLE IV

MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the

record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

ARTICLE V

COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

ARTICLE VI

COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in

any other capacity and receiving compensation therefore. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

ARTICLE VII

NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

ARTICLE VIII

OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his

death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

ARTICLE IX

CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates theretofore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws

and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

ARTICLE X

GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

ARTICLE XI

INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

ARTICLE XII

AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED

January 1, 2020.

_____

James Jaron, Secretary

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: March 03, 2020

To Whom It May Concern :

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

J&L ENTERPRISES, INC.

is a domestic corporation organized on **September 05, 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: 20030051120

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

Processed by: smc

Commonwealth of Massachusetts
Department of Revenue
Kevin W. Brown, Acting Commissioner

mass.gov/dor

Letter ID: L1192606784
Notice Date: March 9, 2020
Case ID: 0-000-674-999

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

900000

J&LENTERPRISES INC
71 PINE ST # FLORENCE
FLORENCE MA 01062-1924

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, J&LENTERPRISES 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

Use the confirmation code below to print another copy of this letter or to review your submission.
Confirmation Code: zg38p5

This letter serves as an attestation that J&L Enterprises, Inc. is unable to obtain a certificate of good standing from the department of Unemployment Assistance as J&L Enterprises, Inc. is unable to register with the department of Unemployment Assistance until hiring employees.

_____*James Jaron*___ ____6/15/20_

Co-Owner J&L Enterprises, Inc.

CANNABIS INSURANCE PROGRAM

COVERAGE PROPOSAL

Please find your approved quote per your submission. If you have any questions, please contact your underwriter.



Section I:	Premium Summary
Section II:	Location & Operations Summary
Section III:	Coverage Summary
Section IV:	Coverage Form Summary
Section V:	Binding Requirements

Cannabis Insurance Consultants, LLC

Section I

QUOTE

Quote Prepared:J&L Enterprises
Date Prepared:09/20/2019
Broker of Record: Cannabis Insurance Consultants, Inc.
Producer: Tony Carastro

Knight specialty Insurance Company

Coverages	Quote		Rating Basis:
• General Liability • Property • Product Liab	Total Premium Underwriting Fee Inspection Fee Stamping Fee Surplus Lines Tax Grand Total	$69,580.00 $1,500.00 $625.00 $22.41 $2,503.64 $72,781.05	• General Liability – Gross Revenue • Gross Revenue: $2,500,000 • Property – Property Values

Section II

Scheduled Operations:

Recreational Cannabis cultivator

Scheduled Locations:

Loc #1/Bldg #1 104 Dukakis Drive Orange, MA

Section III

Coverage Summary

General Liability Occurrence Form

Coverage Limits			Premium
General Aggregate		$2,000,000.00	
Each Occurrence		$1,000,000	
Products Completed Operations		Excluded	
Personal & Advertising Injury		$1,000,000	
Damage to Premises Rented to You		$100,000	
Pesticide Endorsement		$50,000	Not Quoted
Medical Payments		$1,000	
Stop Gap Coverage-WA Only		$1,000,000	Not Quoted
Hired and Non-Owned Auto Endorsement		$0	Not Quoted
Deductible		$2500 (Per Occurrence)	
Additional Insured Certificate	**(Fully Earned)**	#1	$50.00
Primary Wording		#0	$0.00
Waiver of Subrogation		#0	$0.00

Property Knight Specialty Insurance Company (A.M. Best Rated B X)

		Coverage Limits	Premium
Building	RCV, 90% Coinsurance **Wind and Hail Excluded**	$000,000.00	
Loss of Income	90% Coinsurance	$100,000.0	
Cannabis Inventory/Finished Stock	ACV	$500,000.00	
*Cannabis Finished Stock on Display is limited to		$500,000.00	
*Cannabis Finished Stock on Display is limited to		(LOC 1)Grow	
*Cannabis Finished Stock on Display is limited to		$00,000.00	
Outdoor Sign	RCV, 90% Coinsurance	$250,000.00	
Indoor Grow Equipment and Tools	RCV, 90% Coinsurance	$0.00	
Outdoor Grow Equipment and Tools	RCV, 90% Coinsurance	$250,000	
Business Personal Property	RCV, 90% Coinsurance	$1,500,000	
Tenants Improvements	RCV, 90% Coinsurance	$0,000.00	
Property Deductible		$2,500 (Per Occurrence)	
Commercial Property Endorsement	Form		Not Quoted
• Accounts Receivable		$25,000	
• Employee Dishonesty		$25,000	
• Money & Securities		$25,000	
• Outdoor Property (Trees, Radio/TV, Antennas, Sign)		$25,000	
• Outdoor Property (Trees, Shrubs or Plants)		$500 each tree/$2,500	
• Personal Effects and Property of Others		$25,000	
• Property In Transit Coverage		$ theft limit	
• Property Off-Premises		$25,000	
• Spoilage		$25,000	
• Valuable Papers and Records(Other than Electronic Data)		$25,000	
Property endorsement deductible		$500	

Note: Backed Up Sewers and Drains Endorsement is included at no charge, if Property is packaged with General Liability.

	Premium
Excess Liability	Not Quoted $0.00

Crop: Falls Lake National Insurance Company (A.M. Best Rated A X)

		Coverage Limits
Crop Schedule:		
• Seeds	RCV, 90% Coinsurance	$0.00
• Immature Seedlings	RCV, 90% Coinsurance	$0.00
• Vegetative Plants	RCV, 90% Coinsurance	$0.00
• Flowering Plants	RCV, 90% Coinsurance	$0.00
• Harvested Plants	RCV, 90% Coinsurance	$0.00
• Finished Stock	RCV, 90% Coinsurance	$500,000
Deductible		$2500 (Per Occurrence)

Products Liability: Claims Made Form

	Coverage Limits
• **Product Liability Coverage**	
Each Claim	$1,000,000
Policy Term Aggregate	$2,000,000
Deductible	
• **Endorsements**	
Product Withdrawal	
Deductible	
Retro Active Period	Date:mm/dd/yyyy
Vendor Certificate	

Falls Lake National Insurance Company

Section IV **COVERAGE FORMS**

Form #	Description
IL DS 00 09 08	COMMON POLICY DECLARATIONS
IL 00 03 09 08	CALCULATION OF PREMIUM
IL 00 17 11 98	COMMON POLICY CONDITIONS
IL 00 21 09 08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDORSEMENT (BROAD FORM)
IL 02 70 09 12	MA CHANGES – CANCELLATION AND NONRENEWAL
IL 01 02 05 05	MA CHANGES – ACTUAL CASH VALUE
IL 01 04 09 07	MA CHANGES
IL 09 35 07 02	EXCLUSION OF CERTAIN COMPUTER-RELATED LOSSES
IL 09 53 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM
IL 09 85 01 15	DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT
CG DS 01 10 01	COMMERCIAL GENERAL LIABILITY DECLARATIONS
CG 00 01 04 13	COMMERCIAL GENERAL LIABILITY COVERAGE FORM
CG 20 11 04 13	ADDITIONAL INSURED-MANAGERS OR LESSORS OF PREMISES
CG 21 04 11 85	EXCLUSION - PRODUCTS/COMPLETED OPERATIONS HAZARD
CG 21 06 05 14	EXCLUSION – ACCESS OR DISCLOSURE OF CONFIDENTIAL OR PERSONAL INFORMATION AND DATA-RELATED LIABILITY – WITH LIMITED BODILY INJURY EXCEPTION
CG 21 47 12 07	EMPLOYMENT-RELATED PRACTICES EXCLUSION
CG 21 49 09 99	TOTAL POLLUTION EXCLUSION ENDORSEMENT
CG 21 67 04 02	FUNGI OR BACTERIA EXCLUSION
CG 21 75 01 15	EXCLUSION OF CERTIFIED ACTS OF TERRORISM AND EXCLUSION OF OTHER ACTS OF TERRORISM COMMITTED OUTSIDE THE UNITED STATES
CG 21 76 01 15	EXCLUSION OF PUNITIVE DAMAGES RELATED TO A CERTIFIED ACT OF TERRORISM
CG 32 34 01 05	MA CHANGES
CG 03 00 01 96	DEDUCTIBLE LIABILITY INSURANCE
CG 21 44 07 98	LIMITATION OF COVERAGE TO DESIGNATED PREMISES OR PROJECT
CP DS 00 10 00	COMMERCIAL PROPERTY DECLARATIONS
CP 00 10 10 12	BUILDING AND PERSONAL PROPERTY COVERAGE FORM
CP 00 30 10 12	BUSINESS INCOME (AND EXTRA EXPENSE) COVERAGE FORM
CP 00 90 07 88	COMMERCIAL PROPERTY CONDITIONS
CP 01 40 07 06	EXCLUSION OF LOSS DUE TO VIRUS OR BACTERIA

CP 10 30 10 12	PROPERTY CAUSES OF LOSS – SPECIAL FORM
CP 10 54 06 07	WINDSTORM OR HAIL EXCLUSION
MMD 10 01 01 15	AUDIT PREMIUMS – AMENDATORY ENDORSEMENT
MMD 10 03 01 15	BACK-UP OF SEWERS, DRAINS OR SUMPS COVERAGE
MMD 10 04 01 15	COMBINATION GL ENDORSEMENT – NON CONTRACTORS
MMD 1006 01 15	EXCLUSION – ASSAULT AND BATTERY
MMD 10 07 01 15	BANNED SUBSTANCE EXCLUSION
MMD 10 08 01 15	CARCINOGENS ENDORSEMENT
MMD 1009 01 15	EXCLUSION – EMPLOYEES OF INDEPENDENT CONTRACTORS, LEASED/TEMPORARY/1099/VOLUNTEER WORKERS, CASUAL LABORERS
MMD 10 17 01 15	TOBACCO OR RELATED PRODUCTS
MMD 1011 01 15	EXCLUSION – TOTAL MOLD, MILDEW OR OTHER FUNGI
MMD 10 20 01 17	ADDITIONAL EXCLUSIONS & ENDORSEMENTS CANNABIS AND HEMP BUSINESS PROPERTY FORM
MMD 1012 01 15	EXCLUSION – PROFESSIONAL LIABILITY
MMD 1014 01 15	EXCLUSION - SEXUAL ABUSE AND / OR MOLESTATION
MMD 1015 01 15	EXCLUSION - TANNING BEDS
MMD 00 00 01 18	SHORT RATE CANCELLATION TABLE
MMD 1018 01 15	GOVERNMENTAL ACTS & CRIMINAL ACTIVITIES
MMD 1021 01 15	MINIMUM EARNED PREMIUM ENDORSEMENT
MMD 1022 01 15	EXCLUSION - AMERICANS WITH DISABILITIES ACT
MMD 1027 01 15	PROTECTIVE SAFEGUARDS
MMD 1032 01 15	ABSOLUTE ASBESTOS EXCLUSION
MMD 1033 01 15	ABSOLUTE LEAD EXCLUSION
MMD 1034 01 15	AIRCRAFT PRODUCTS AND AIRCRAFT GROUNDING HAZARDS EXCLUSION
MMD 1037 01 15	POLICYHOLDER DISCLOSURE NOTICE OF TERRORISM
MMD 1040 01 15	RESIDENTIAL EXCLUSION
CA PHN 10 16	MA CONSUMER COMPLAINT NOTICE
MMD 1047 05 17	DESIGNATED CLASSIFICATION LIMITATION
MMD 10 48 09 17	FIRE HAZARD PROPERTY MITIGATION SAFEGUARD (CALIFORNIA)
FLFCC SOS 1000 CA (07 18)	FALLS LAKE MA SERVICE OF SUIT CLAUSE
FLFCC PP 3000 (07 18)	FALLS LAKE PRIVACY POLICY
FLF CC 2018 (SLEX)	SANCTION AND LIMITATION EXCLUSION CLAUSE

D2	NON ADMITTED DISCLOSURE
MMD 10 53 09 18	EXCLUSION – RACKETEER INFLUENCED CORRUPTION ORGANIZATIONS (RICO)
MMD 10 30 10 18	FALLS LAKE TO REPORT A CLAIM

NOTE: All Falls Lake National Insurance Company forms listed above are included in this quote. If there are coverages you want included that are not, please contact underwriting with the changes you would like. All changes must be made in writing and will require approval by Cannabis Insurance consultants, LLC. all rates are subject to change.

Section V

BINDING REQUIREMENTS

No coverage is bound until accepted & approved by Cannabis Insurance Consultants, LLC. Rates are subject to change upon receipt of completed applications. The terms & conditions offered may differ from what has been requested.

Signatures and Quotes are only good for 30 days from: 09/20/19

Consult the policy for all specific terms and conditions and complete policy exclusions

BINDING REQUIREMENTS:

- NWISMMD v1.4 Application signed and dated. Please note that a signed application is required at the time binding is requested. Signatures cannot be older than 5 days.
- Criminal check authorization form
- SECTION 1-
- SECTION 1.B- Please make sure this section applies for all locations.
- SECTION 2-Please make sure this section applies for all locations.
- SECTIONS 3-7 LOC 1-Please list full physical address.
- SECTION 3-Please make sure all locations GL limits match as quoted with $1M/$2M limits.
- SECTION 3
- SECTION 4 LOC
- SECTION 4 LOC 3-Please confirm that applicant is sole tenant and no other buildings attached to qualify for building coverage at this location.
- SECTION 4
- SECTION 4.B
- SECTION 9-Please uncheck the property box if no loss payee is currently needed per your email.
- TRIA Form
- Inspection Requirement Form
- CA D1
- CA SL 2
- Copy of signed finance agreement
- Product Liability Year End Audit Requirement Form
- General Liability Year End Audit Requirement Form
- Please provide a copy of the permit and/or license issued by the state, city or local agency that governs cannabis related businesses. If you're license/permit is pending, please provide any other business license authorizing you to do such business in the state. Upon

receipt of your cannabis permit and/or license, please send to our underwriting department to complete the file as this is a requirement to maintain your policy in good standing. ***Please note that proof of permit or license is due within 30 days of binding to avoid cancellation.***

- Insured signed and dated No Known Loss Letter with Insured's Legal business name included. Please date this from 1-year prior to bind request date.

Upon receipt of the above, we will determine if the premium is still valid and if coverage can be put in force. If you have any questions, please do not hesitate to contact our office. We are pleased to assist you in this regard.

Sincerely,

Cannabia Insurance Consultants, LLC
Underwriter: maria martinez
Phone: 813-489-6255
Email: tony@carastroins.com

BUSINESS PLAN - J&L ENTERPRISES

Marijuana Cultivation Facility

Disclaimer

This Business Plan summarizes certain information about a **J&L Enterprises, Inc.** a Massachusetts company incorporated for the purposes of operating a marijuana cultivation facility. Except where the context requires otherwise, "*J&L*", "Company", "we", "us", and "our" refer to **J&L Enterprises, Inc.**.

Disclaimer

This Business Plan is confidential and proprietary. It is being furnished by *J&L* to prospective investors for the sole purpose of evaluation of the transaction. Without the prior written permission of the Company, such potential investors will not release this document or discuss the information contained herein or make a reproduction of or use this Business Plan for any other purpose. Prospective investors should not assume that this Business Plan is complete and should conduct their own analysis and investigation of the Company and consult with their personal financial, legal, tax and other business advisers before investing in the Company. Prospective investors agree that they are responsible for conducting their own due diligence investigation to verify to their satisfaction any information, opinions or estimates in this document.

Prospective investors in the Company and any other persons who receive this Business Plan agree that they will hold its contents and all related documents in confidence and that they will not utilize such information to the detriment of the Company. Distribution or reproduction of this Business Plan or related materials, in whole or in part, is prohibited.

The Company makes no representations or warranties as to the accuracy or completeness of the information presented herein. Nothing contained herein is or should be relied on as a promise or representation as to the future performance of the Company.

Forward-looking statements

Certain statements in this Business Plan constitute forward-looking statements, which may be identified by words such as "will," "expect," "plan," "intend," "anticipate," and other words indicating that the statements are forward-looking. Such forward-looking statements are expectations only and are subject to known and unknown risks, uncertainties and other important factors that could cause the actual results, performance or achievements of the Company, or industry results, to differ materially from any future results, performance or achievement implied by such forward-looking statements. All of the financial information in this Business Plan is unaudited.

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1. Executive Summary

Overview: *J&L* is a Massachusetts-registered Corporation, established to achieve the legalized cultivation of high-quality marijuana plants. The facility will comprise a propagation room; three grow rooms, outdoor cultivation space, administration, and secure storage rooms. The production output will comprise a range of marijuana flower and marijuana by-products for sale to licensed manufacturers and retail outlets.

Products/Services: *J&L* will cultivate a variety of high quality, marijuana strains that appeal to both regular, occasional, and new consumers of marijuana using mindful production practices and genetics that provide a balance between the highest yields and the greatest value to customers. The facility, in its proposed configuration, will yield multiple indoor, and one single outdoor crop per year. It is intended that all production will be sold wholesale to licensed manufacturers and retailers.

Market: With the passing of new legislation, legalized marijuana is the fastest growing U.S. Industry. According to ArcView Market Research, the US national legal marijuana market value is now assessed at $6.7 billion, comprising all states that have active and open sales of marijuana to people legally allowed to possess it under state law. The national market is projected to grow from current levels to $24.1 billion by 2025 according to New Frontier Data's 2017 Executive Summary. The opening and legalization of the Massachusetts adult-use marijuana market are sure to see a great many players of all sizes looking to claim their share of the market. The initial "novelty-factor" of legalized marijuana will (if legalization in other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in both supply and sales on the market as a whole. J&L benefits from being able to offer a range of mature and thoroughly market-tested strains of cannabis.

Competition: The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *J&L* will undoubtedly see competition from other cultivators and manufacturers. Medical marijuana growers, confronted by the projected slump of the medical niche in favor of the adult-use market have rapidly made their product available to retailers or have opened adult-use retail stores of their own.

J&L's competitive advantage over such players is the maturity of our product range. This, together with our quality-focused approach, and years of product sales experience, will help ensure superior quality, lower overheads and a readily scalable production volume. We are confident that this approach will allow us to successfully carve out an appropriate market share and aggressively establish brand recognition.

Risk/Opportunity: The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position

within the local and statewide market. Our master growers have worked hard to mitigate this risk through years of experience as caregivers and cultivators in Rhode Island. They know how to fine-tune and perfect our cultivation methods in a scalable manner. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will put *J&L* in the best position to succeed.

Management: *J&L* offers a management team that brings a wealth of experience in marijuana cultivation, business development, product creation, sales, operations and financial management.

> **James Jaron –** a serial entrepreneur, has over 20 years experience of business operations management having successfully owned and operated numerous businesses.
>
> **Luke Zbylut**, offers a 'blue-chip' background in investment banking and tax management with an extensive and impressive resume that includes experience working for a number of prestigious organizations.
>
> **Elaine Keevin – Master Grower,** with more than 20 years experience as a master grower and marijuana cultivator has successfully designed and built numerous cultivation operations. She has expert knowledge in a broad range of grow mediums as well as medium-less cultivation techniques. Elaine has successfully managed and maintained a profitable cultivation business for the last 20 years .
>
> **Thomas Gannon – Master Grower,** shares Elaine's extensive experience as a master grower and has been cultivating cannabis for almost 20 years. He is experienced in all aspects of cultivation, has expert knowledge of the key grow mediums and brings expertise in environmental and atmospheric control. He has developed new strains of cannabis and specializes in solventless extraction methods. During the last 20 years Thomas (together with Elaine) has shared the management of a highly successful cannabis business.

Operations: *J&L*'s activities will be located at 104 Governor Dukakis Ave., in Orange, Massachusetts. *J&L* will occupy 8,000 sq ft of indoor cultivation and operations space, as well as 15,000 sq ft of outdoor cultivation space.

Capital Requirements: The capital and operational startup funding requirements for *J&L* to execute this business plan are approximately $1.250,000 for the first year of operations. The Company will allocate the invested capital to the following:

Construction and Fit-out	$225,275
Equipment – Cultivation and processing	$445,250
Permits, licensing and applications	$18,500
Packaging	$22,850
Working Capital	$538,125
TOTAL	**$1,250,000**

Financial Snapshot:					
Consolidated Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Total sales revenue	$13,228,082	$34,048,830	$35,070,295	$36,122,403	$37,206,076
Total expenses (deductible)	1,548,056	2,444,629	2,517,968	2,593,507	2,671,312
Total expenses (non-deductible)	425,373	518,353	533,453	549,007	565,027
Estimated Net Income	**$4,399,531**	**$12,978,884**	**$13,368,701**	**$13,770,212**	**$14,183,768**

Keys to Success:

- Secure Capex and Opex Investment
- Close lease on property
- Secure state licensing
- Construction of cultivation facility
- Commence cultivation processes
- Community Outreach, training, and engagement
- Effective management of funding and working capital
- Successful branding and marketing strategies
- Reinvestment into new technology and continued expansion to maintain competitive edge

2. Project Overview

2.1 Introduction

J&L will profitably cultivate and sell a range of cannabis flower and cannabis by-products applying advanced horticulture production methodologies in a manner that allows for year-round production and superior yields. All of the harvested flower will be dried and cured for sale as pure flower products while the kief and trim will be sold as source material for THC-infused products, or as raw material for THC extraction. Production output will be sold to licensed retail outlets and manufacturers in accordance with the laws of the state of Massachusetts.

The project is budgeted to cost approximately $1,250,000 including working capital for the first year.

2.2 Company Ownership

Principal ownership of the company will be divided between James Jaron and Luke Zblyut.

2.3 Company Location and Facilities

The Company's head office, cultivation facility will be created in an existing steel building owned by Luke Zblyut and located at 104 Governor Dukakis Ave, in the town of Orange, Massachusetts. The building is well-located in a correctly-zoned area and offers ample room for both future expansion and outdoor cultivation. Sufficient power is available, and the open nature of the internal structure makes it ideally suited to be rapidly re-adapted for use as an indoor cultivation facility.

Indoor cultivation

J&L will create a **propagation laboratory** that will be fitted and equipped for the transformation and cultivation of seedlings to cuttings and young plants in preparation for their transfer to the grow rooms. This space will house the mother plants, the genetic base, from which our plants will be cultivated.

Three grow rooms will house the systems and equipment for the continued vegetative growth and flowering of our selected marijuana strains and genetics. This process will see the full vegetative growth phase of the individual plants followed by the triggered transformation to the flowering stage. Once operational, one grow room will be harvested every 17 days producing a total of 21 harvests per year.

Outdoor cultivation

Our outdoor cultivation facility will see marijuana plants grown within a fenced enclosure in raised beds.

Administration Center

The administrative and operations center of the facility will be housed in appropriately furnished office space located adjacent to the principal grow facility.

2.4 Technology

The Company has designed and specified each system to comprise cutting-edge technology that creates an end-to-end cultivation system providing optimal efficiency. These systems are based upon extensive real-world marijuana cultivation experience, and their application has been enhanced and developed by our team to ensure consistent results. The systems and equipment required is summarized, but not limited to, the following:

- Grow Lamps
- Air Conditioning System
- Dehumidifiers
- Fans, Barrels, and Pumps
- R/O water system
- Timers and Smart System
- Water Heater
- Reserve Generator

3. Products

- **Smokables**
    - Pure Flower
- **By-products**
    - Dry Sift Kief
    - Trim

Product Profiles – The above list of products consists of the primary, initial product offerings. Flower will be pre-packaged in eighth and quarter oz packaging that preserves both flavor and quality. That being said, an excess, or glut of flower may be readily sold to processors and manufacturers for transformation, together with the dry sift kief, and the trim, into extracted or THC-infused products. This flexibility underscores *J&L*'s robust revenue strategy allowing us to remain agile and dynamic as the market evolves.

4. The Market

4.1 Market Overview

Currently, 29 states in America and the District of Columbia have legalized marijuana use in some form (medical or adult-use). The majority of these states have allowed sales for medical use and nine states, including Massachusetts have legalized cannabis for recreational use. Since 60% of the population resides in states that have legalized the use of marijuana for medical use, adult-use, or both, this demonstrates immense potential for the future growth of the industry.

According to *New Frontier Data*, combined medical and recreational sales are thought to have exceeded $8 billion in 2017 and are projected to exceed $11 billion in 2018. Further growth is projected with recreational marijuana alone answering for $7.4 billion annually by the end of 2020, making marijuana the fastest growing industry in the U.S.

4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. Following extensive consultations the state has now opened the application review process allowing Licensed Marijuana Establishments to start operations.

With 39 cities, 312 towns and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational marijuana industry. This will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state. Many towns have

passed moratoria on the sale and production of marijuana. Others are wary of what the market will bring. Mindful of the unpredictability of regulations and their effect on retail sales during the first wave of implementation, *J&L* will establish a high-end cultivation facility to supply its retail outlets and manufacturers.. Building a brand that represents a culture of sophistication, quality, respect for the plant, and respect for the customer's interaction with cannabis will create a platform from which *J&L* will rapidly expand to include other products and exploit further sales opportunities.

5. Competition

5.1 Competitive Landscape

Companies in the marijuana industry typically compete on product type, quality, volume, and reliability. Despite prohibition, the marijuana market enjoys widely recognized norms and expectations. This may appear to make competing on the price a somewhat lower expectation. Nevertheless, the volume of potential cultivators makes price competition a genuine possibility. We will counter this with a robust production strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

J&L will produce a variety of high-quality marijuana products in a quantity and frequency that will allow us to carve an important niche in the wholesale market. The high-volume players may be expected to exert some form of price pressure. However, their growing and production techniques are geared towards a mass-market product that consumers may feel compromises the integrity of the end product. *J&L* will counter the pressure from high-volume cultivators with the outstanding quality of our products.

5.2 Direct Competition

The direct competition for *J&L* will come from similar cultivation operations and micro-businesses that grow, produce and sell similar products with the same (or higher) quality and volume. The exact nature of such competition is difficult to quantify but will become apparent as the state of Massachusetts continues to issue cultivation licenses.

5.3 Competitive Advantages

- Vertically Integrated operation.
- Sufficient volume to become a market force.
- Premium product quality.
- Tried and true cultivation practices.
- Competitive pricing.
- Year-round growth
- Timing of entry into the marketplace
- A strong technical team with proven methods and results over the last 20 years
- Energy efficient processes

- A Facility design that allows for rapid expansion and scaling.

6. Strategy and Execution

6.1 Summary

J&L will be recognized as a marijuana brand that offers a distinctive product that represents excellence, quality, and sophistication, that thoughtfully represents customer needs and shared ideals. *J&L* will carve an important niche among competitors using cultivation methods that reflect a deeper understanding of the context for adult-use marijuana by providing a superior product. We will navigate the legislative challenges facing advertising through a combination of targeted direct advertising and customer partnerships. *J&L* will efficiently direct our marketing efforts at the regional and local markets, primarily targeting regional customers while maintaining a watchful eye on the growth potential offered for future expansion.

6.2 Marketing Strategy

Value Proposition – *J&L* will produce exceptional marijuana flower and marijuana by-products, offering customers the convenience and pleasure of a premium marijuana product. Our high-quality marijuana flower will be created using careful cultivation, drying, and curing methods that demonstrate respect for the needs, and nature of the cannabis plant as well as the end-user. The customer will recognize *J&L* as a mindfully-produced brand that offers an entirely natural product, free from unnecessary additives, where quality, consistency, and an appreciation of the recreational and healthful benefits of marijuana are held in high esteem.

Product differentiation - *J&L*'s approach allows us to respect and nurture the fundamental needs of the marijuana plant in a manner that ensures that we maintain and amplify its natural characteristics, preserving the flavor, complexity and healthful benefits for which it is valued and appreciated. *J&L* products will be distinctively and attractively packaged in a manner that establishes and strengthens our branding objectives.

Price point - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. Wholesale pricing will be determined by economic and marketplace conditions, not least those presented by competitors and their pricing models. Nonetheless, marijuana products enjoy – to some degree – the benefits of commoditized values. That is to say, most retailers and manufacturers have a clear idea of the fair market price for marijuana products as do the majority of consumers. It is important to note that while prices for flower, and to some degree pure extract vary and fluctuate, THC-infused products typically demonstrate greater stability. While low and mid-market products may be offered for lower prices, our target market will seek out or be attracted to a product that offers qualities for which they are prepared to pay a premium price.

Promotion - The *J&L* Brand and products will be promoted through the following means:

Branding through product appearance and packaging – *J&L* products will be easily and readily identifiable through their distinctive appearance and attractive packaging. This packaging will enjoy a shared branding across the product range and will carefully reflect the premium quality to which our brand aspires.

Direct marketing to a new customer base – The main thrust of our marketing efforts must aim at building brand awareness and rapport with retailers and consumers. Our route to market through retail outlets enables our marketing and sales efforts to work hand in hand. Initial marketing efforts will center around marketing collateral such as product information leaflets, advertising posters, product displays that support retail sales efforts. We will establish customer partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

State, regional, and locally focused advertising and advertorials – CCC regulations lay out strict guidelines regarding marijuana advertisements through print advertising, online advertising, sponsorship. These present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow marijuana-related advertisements across their medium. Federal laws currently prohibit the sale of marijuana products across state lines. This, therefore, largely negates the need for brand-building beyond state borders in the short term. As the principal market for our immediate future lies within Massachusetts, this is where the main thrust of the advertising opportunities open to us will be made.

J&L will navigate CCC advertising regulations by a policy of indirect advertising; leveraging our educational and outreach programs to build brand awareness, through advertorials and carefully "sanitized" brand message advertisements aimed exclusively at the Massachusetts market, and direct advertising through our customer database as this grows through promotional activities.

Direct advertising – The easiest way to reach existing and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral available at our retail outlet, in product packages, on websites, and social media, current and prospective customers who participate in our program of campaigns and events will be asked to share email or social media contact details. This data will allow us to rapidly build our marketing and advertising database and enable us – in a manner that satisfies CCC constraints - to direct advertising and promotions at a target audience that is of legal age, predisposed to marijuana consumption, and is likely to share our values.

Trade shows, conferences, and events – *J&L*'s will participate in a small but significant number of these events each year. Selected events will offer relevant state opportunities to promote our

brand, strengthen sales, network, provide and monitor legislative and industry information relative to the industry in Massachusetts.

Educational activities – Massachusetts state regulations encourage all licensed marijuana establishments to provide relevant educational opportunities for their local communities. Doing so will help LMEs to qualify for the so-called *Leadership Ratings Program.*

J&L will create a comprehensive series of courses and lectures that meet this desire from the state legislature. *J&L* will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos. Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data.

Community informational activities – The *J&L* team hopes to engage in lectures, seminars, and presentations as thought leaders and entrepreneurs in support of promotional exercises at marijuana-related events. These activities may include educational and/or informational activities carried out at various venues and locations.

Marketing Objectives

1. Persuade buyers that our brand and products fit well with their customer's consumption patterns, lifestyle, and self-image.
2. Engage consumers in our community supportive marketing efforts.
3. Satisfy and exceed supply and customer service expectations of retailers and manufacturers.

Target Market – The breadth and variety of our product range will allow *J&L* to engage our core market of retail outlets.

Market Channels - Retail sales of marijuana are strictly limited to licensed retail outlets, and medical marijuana dispensaries. The location, presence and licensing status of these establishments will be publicly available through a single online source. Regulations currently preclude opportunities for online purchases as the transportation of marijuana products is strictly regulated.

6.3 Sales Strategy

Sales Objectives

Our business plan will realize the cultivation of a variety of smokable products and cannabis by-products with a combined net income potential of around $12.9M per year (year two).

A comparative study of the marijuana markets in other states suggests that demand will outpace supply by a considerable margin during the first year or two before stabilizing in terms of both price and supply. We believe that the market demand will be sufficient to see rapid and complete sales of all available products.

Strategies for Implementation

Sales will be driven by a combination of customer demand, branding, marketing, advertising, and direct sales. Notwithstanding our potential sales projections, it may prove challenging to establish and maintain a high brand profile while serving the needs of the entire market. We plan to tackle this by offering our products to a limited customer base to help ensure that we strike the best possible balance between choice and availability of product, ensuring that our customer's products of choice are, as far as is possible, always available for delivery.

6.4 Implementation Strategy

Capex/Opex capital

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available and have been obtained from legitimate sources. The *J&L* business plan demonstrates a need for $1,250,000 in capital expenditure for space preparation, fit-out, systems, and equipment, and to meet operational expenditure needs and a strategic reserve during the first twelve months of operation.

Construction, Fit-out, and Systems Acquisition

To prepare our selected location for the cultivation needs that suit our operational requirements we will adapt and fit out the spaces with all necessary equipment, and install and commission all cultivation and operational management systems. Order and acquisition of this equipment and systems must be done as early in the process as possible to mitigate potential lead-time conflicts.

Operations organization, Policies, and Inspection

The state of Massachusetts imposes substantial demands regarding systems and administration for marijuana establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

First seed and First Sales

Once the above steps have been taken, propagation of our first batch of marijuana may begin. The cultivation facility will be divided into one propagation room and three cultivation rooms. Each 'grow' will start life as cuttings that will be propagated for before being moved to the cultivation or grow room. There they will remain until ready for harvest. In the meantime, the propagation room will have again started to produce cuttings which will, when ready, be moved to their cultivation rooms and so on.

Once harvested, the plants will be divided into flower, kief and leaf (trim). The flower will be trimmed, dried, cured and packaged, while the trim and kief will be packaged for resale.

7. Management

The proper management of all aspects of the proposed project is crucial to the success of *J&L.* We have brought together a highly-qualified team that offers the experience and knowledge to achieve our goals in a timely, efficient, and professional fashion.

Elaine Keevin – Master Grower, with more than 20 years experience as a master grower and marijuana cultivator has successfully designed and built numerous cultivation operations. She has expert knowledge in a broad range of grow mediums as well as medium-less cultivation techniques. Elaine has successfully managed and maintained a profitable cultivation business for the last 20 years .

Thomas Gannon – Master Grower, shares Elaine's extensive experience as a master grower and has been cultivating cannabis for almost 20 years. He is experienced in all aspects of cultivation, has expert knowledge of the key grow mediums and brings expertise in environmental and atmospheric control. He has developed new strains of cannabis and specializes in solventless extraction methods. During the last 20 years Thomas (together with Elaine) has shared the management of a highly successful cannabis business.

James Jaron – Manager, a serial entrepreneur, has over 20 years experience of business operations management having successfully owned and operated numerous businesses.

Luke Zbylut, a successful business owner in his own right offers a 'blue-chip' background in investment and tax management with an extensive and impressive resume that includes experience working for a number of prestigious organizations.

7.1 Personnel plan

Despite the management staff providing the essential knowledge and experience, *J&L* will require a number of staff with various skills and abilities. The following positions will be filled to meet full operational requirements. The hiring schedule will be timed to meet our needs and is expected to ramp up to full capacity over the first year.

- Eight cultivation assistants – to assist the master growers
- Four trimmers - for finishing and packaging
- Two administrative staff.

8. Financials

8.1 Financial Assumptions

Summary financial statements are based upon the following financial assumptions:

General

1. Most (but not all) Costs Of Goods Sold and operational expenses (excluding salaries and wages) reflect a proforma 5% increase annually.
2. Revenues and income reflect a proforma 5% increase annually.
3. Salaries and wages reflect a proforma 3% increase annually.
4. In accordance with Massachusetts State regulations for the marijuana industry, up to 3% of gross revenues for the first three years of operation are payable to the municipality in which the company is located. The exact percentage is determined through a Host Community Agreement between the Licensed Marijuana Establishment in question and the relevant municipality.
5. In accordance with Federal Tax Code 280(e), many operating expenses are non-deductible. In essence this means that all expenses directly related to the Costs Of Goods Sold may be deducted, while general operational, sales and marketing expenses are not.
6. COGS, revenues and yields have been calculated as an average per month for the sake of simplicity. While reality is clearly different, this approach has allowed us to simply and accurately view a process that is full of variables.

1.1. Quality Control and Testing

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

1.1.2. All marijuana and marijuana products should comprise the leaves and flowers of the female marjuana plant that has been processed in a manner that ensures they are well-cured, generally free of seeds and stems; free of dirt, sand, debris, and other foreign matter; free of contamination by mold, rot, fungus, and bacterial diseases; prepared and handled on food-grade stainless tables; and packaged in a secure area.

1.1.3. All of our products are sold pre-packaged and tested by our cultivation and manufacturing teams. The initial quality control and testing of these products is the responsibility of these teams.

1.1.4. There are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.

1.1.4.1. All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000

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

1.1.4.2.1. Maintaining adequate personal cleanliness; and

1.1.4.2.2. Washing hands appropriately.

1.1.4.3. Hand-washing facilities for the cleaning and sanitization of hands are conveniently located in production areas to allow employees to observe good sanitary practices wherever required.

1.1.4.4. Cleaning equipment and products for the maintenance of sanitary operations are stored separately in a designated closet.

1.1.4.5. For the maintenance of sanitary operations, sufficient space will be maintained for the placement of equipment and storage materials.

1.1.4.6. All toxic items shall be clearly marked and stored in a manner that protects against the contamination of any marijuana product.

1.1.4.7. All litter and waste will be correctly stored and removed daily to minimize both the development of odor and the potential for attracting and harboring pests.

1.1.4.8. Our floors, walls, and ceilings will be kept in good repair, and have been designed with cleanliness and ease of maintenance in mind.

1.1.4.9. All contact surfaces (counters, worktops, desks) must be kept clean at all times and should be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.

1.1.4.10. We have an abundant supply of water and appropriately sized and designed plumbing system to allow for any and all maintenance, cleaning, hygiene, and sanitization needs.

1.1.4.11. Suitable toilet facilities are readily available to all employees.

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1.1.5. All products must be thoroughly checked upon arrival at our facility in accordance with the **Transportation of marijuana** and **Inventory Control and Reconciliation** protocols.

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

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

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

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

1.1.5.5. Once the products enter our inventory it is the duty manager's responsibility to ensure that:

1.1.5.5.1. Stock is efficiently rotated to ensure that older product is sold before newer product.

1.1.5.5.2. All stock is appropriately stored to prevent physical, chemical, and microbial contamination.

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1.1. Recordkeeping procedures

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request.

1.1.2. The following business records shall be properly maintained:

1.1.2.1. Assets and liabilities;

1.1.2.2. Monetary transactions

1.1.2.3. Books of accounts;

1.1.2.4. Sales records; and

1.1.2.5. Salary and wages paid to each employee.

1.1.3. The company will maintain these and the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.4. **Written Operating Procedures** as required by 935 CMR 500.105 (1) The duty manager has copies of the company operating procedures.

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

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

1.1.4.1.3. Any deviation from standard operating procedures must be authorized by the duty manager or your immediate supervisor.

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

1.1.4.1.5. Any material changes will be communicated to the Commission

1.1.4.1.6. Inventory records as required by 935 CMR 500.105(8);

1.1.5. Inventory records include:

Shipping manifests
Delivery and unpacking video recordings
Daily sales stock withdrawal and return reports
Weekly inventory reports
Product return reports

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

1.1.5.2. Delivery and unpacking video recordings - All deliveries will be recorded using a hand-held video recorder. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.5.3. Daily sales stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the counter area for sale. These items will be carefully recorded at the time of withdrawal. Unsold sales stock will be recorded on the same sheet when returned to the storage vault each evening.

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

1.1.5.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.

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

1.1.5.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e);

1.1.5.6. The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.

1.1.5.7. Our retail establishment receives marijuana, and marijuana products in pre-packed, shelf-ready packaging.

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

1.1.5.9. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest and stored in accordance with section 2 (b) of this operating procedure.

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1.1.6. **Personnel records:**

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

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

1.1.6.3. The company organizational chart will be clearly posted in the office area but may also be found the operations manual and employee handbook.

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

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

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

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

1.1.6.4.4. documentation of periodic performance evaluations;

1.1.6.4.5. a record of any disciplinary action taken.

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

1.1.6.4.7. records of any health and safety related incidents

1.1.6.5. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions for the current and following week will be clearly posted in the office area. A copy of each staffing plan will be stored for future reference in the appropriate ringbinder in the records cabinet.

1.1.7. Personnel policies and procedures

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

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

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

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

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

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

1.1.7.7. All waste records should be maintained for at least three years.

1.1.7.8. In the course of normal operations small amounts of marijuana waste may be generated from (for example) broken packaging, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).

1.1.7.9. All marijuana waste will be placed in the bags provided and deposited into the locked disposal container for inventory at the end of the day. Each item for disposal must be weighed, recorded, and entered into the inventory reconciliation report in accordance with the company's security plan.

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

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

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

1.1.8. Security Device Log

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

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

1.1.8.3. The recording of the issue and return of all security devices is the responsibility of the duty manager or senior management as required in the security plan.

1.1.8.4. The issue of security devices may only be authorized by the duty manager or senior management as required in the security plan.

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

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

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1.1. Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:

1.1.1.1. Assets and liabilities.

1.1.1.2. Monetary transactions.

1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers

1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and

1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.

1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.

1.4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).

1.4.1. General

1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.

1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.

1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.

1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to

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the Commission, and cooperate in any investigation, and take such other action directed by the Commission.

1.4.2. Inventory records include:
- 1.4.2.1. Shipping manifests
- 1.4.2.2. Delivery and unpacking video recordings
- 1.4.2.3. Daily sales stock withdrawal and return reports
- 1.4.2.4. Weekly inventory reports
- 1.4.2.5. Product return reports

1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.

1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.

1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.

1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.

1.4.7. The accounts will be reviewed monthly by a licensed CPA.

1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.

1.4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet

1.4.10. Expense records
- 1.4.10.1. duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
- 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.

1.4.11. Contracts and Agreements - Green River Cannabis Company, Inc, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;

Sales and Purchase agreements

Loan agreements

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Rental agreements
Lease agreements
Franchise agreements
Sale and lease back agreements
Trading agreements with suppliers
Insurance policies
Legal documentation
All such documentation must be digitized and a hard copy stored in the records cabinet.

1.4.12. Other documents may include;

Deposits with utility companies
Contracts with telecommunications companies
Business registration documents and certificates
Business licensing documents
Surety bonds
Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

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J&L Enterprises, Inc.
Personnel Policies and Background Checks

1. Introduction
1.1. Changes in Policy
1.2. Employment-At-Will
1.3. Marijuana Establishment Agent

2. Manufacturing Roles, Qualifications, Training, and Selection
2.1. Facility Job Classifications and Requirements:
2.2. Employee Training and Selection

3. Employment Policies
3.1. Employee Classifications
3.2. Equal Employment Opportunity & American with Disabilities Act.
3.3. Diversity Plan
3.4. Confidentiality.
3.5. Employment of Minors.
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1. Introduction

1.1. The Employee Handbook

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

1.2. Changes in Policy

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

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

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

1.3. Employment-At-Will

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

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

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1.4. Marijuana Establishment Agent - Background Checks

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

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

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

1.4.3.1. be 21 years of age or older;

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

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

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

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

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

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

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

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

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

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2. Manufacturing Roles, Qualifications, and, Training

2.1. Facility Job Classifications and Requirements:

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

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

2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

Edibles
Extracts
Pre-rolls
Tinctures
Beverages
Vape pens

Production associates will be required to possess or undergo training in the following manufacturing skills:

Extraction
Weighing
Measuring
Filling cones
Freezing
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production

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routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

2.2. Employee Training and Selection

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

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Horticultural & Organic Cultivation
- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Production and manufacturing
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

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3. Employment Policies

3.1. Employee Classifications

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

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

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

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

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

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

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

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

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

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3.2. Equal Employment Opportunity & American with Disabilities Act.

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

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

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

3.3. Diversity Plan

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

3.4. Confidentiality.

3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company

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considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

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

3.5. Employment of Relatives

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

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

3.6. Introductory Period

3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated

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with or without cause and with or without advance notice, at any time by you or the Company.

3.7. Personnel Records and Employee References

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

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

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

3.8. Privacy

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

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

3.9. Immigration Law Compliance

3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation

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establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

3.10. Religious Accommodation

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

3.11. Political Neutrality

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

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4. Hours of Work and Payroll Practices

4.1. Pay Periods and Paydays

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

4.2. Overtime

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

4.3. Rest and Meal Periods

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

4.4. Time Cards

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

4.5. Payroll Deductions

4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order]. You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2] form for the prior year. This statement summarizes your income and deductions for the year.

4.6. Wage Garnishment

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

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5. Standards of Conduct and Employee Performance

5.1. Anti-Harassment and Discrimination

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

5.2. Prohibited Conduct

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

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

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

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

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

5.3. Complaint Procedure

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

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

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

5.4. Attendance

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

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

5.5. Discipline and Standards of Conduct

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

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

5.5.2.1. Dishonesty;

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

5.5.2.3. Falsification of Company records;

5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;

5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;

5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;

5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;

5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;

5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;

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5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
5.5.2.11. Sexual or other illegal harassment or discrimination;
5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
5.5.2.13. Violation of any Company policy.

5.6. Dress Code

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

5.7. Safety

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

5.8. Substance and Abuse

5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.
5.8.4. Any violation of this policy will result in disciplinary action, up to and including termination of employment.
5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a

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Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

5.9. Workplace Searches

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

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

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

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

5.10. Social Media Policy

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

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

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

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

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

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

5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks.

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Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.

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

5.11. Cell Phone Policy

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

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

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6. Employee Benefits and Services

6.1. General

6.1.1. Aside from those benefits required by state and federal regulations, J&L Enterprises. also offers additional benefits for its full-time employees.

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

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

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

6.2. COBRA

6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

6.3. Worker's Compensation

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

6.3.2. J&L Enterprises. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.

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

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

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

6.4. Social Security Benefits (FICA)

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

6.5. Unemployment Insurance

6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed

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through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

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7. Employee Leaves of Absence and Time Off

7.1. General

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

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

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

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

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

7.2. Sick Days

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

7.3. Pregnancy-Disability Leave

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

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

7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will

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result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.

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

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

7.4. Workers' Compensation Leave

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

7.5. Voting Time

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

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1. Sales

1.1. Sale of cannabis and cannabis products

IMPORTANT NOTE

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

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

As a licensed marijuana establishment we are mandated to follow the state's requirements for tracking customer use, and providing educational materials. While the state does not require the tracking and recording of customer details we do so as an essential part of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, supported by valid ID, entered into the database. These details, together with their purchases, will be recorded and maintained for the benefit of state inspectors.

NO customer may enter our premises without first producing a valid, recognized, photo ID. Valid ID must be shown to security personnel at the entrance to the facility and at the Point of Sale for data-entry purposes.
There are NO EXCEPTIONS, and NO EXCUSES to this rule.

1.1.1. Restricting Access to age 21 and older

1.1.1.1. All employees and registered agents must be 21 years of age or older.
1.1.1.2. All visitors must be 21 years 0of age or older.
1.1.1.3. All consumers entering a marijuana retail facility must be 21 years of age or older unless the establishment is co-located with a medical marijuana treatment center.
1.1.1.4. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
1.1.1.5. Valid ID must be presented to the responsible member of staff at the entrance to the premises and at the Point of Sale for data-entry purposes.

1.1.1.6. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.

1.1.1.7. While a person of legal age is welcome to accompany a customer into the premises, loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances.

1.1.1.8. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to wait outside the facility. Should the person refuse, the matter should be elevated to the duty manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.

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1. Cultivation Roles, Qualifications, and, Training

1.1. Facility Job Classifications and Requirements:

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

1.1.2. **Office Manager** - The compliant and efficient operation of our business requires extensive skills in organization and administration. This is the role of the office manager. Desirable backgrounds and experience include team management, office management, bookkeeping or accounting, strong IT literacy, and customer service. The office manager will maintain records in accordance with Commission regulations, communicate with customers, and be mindful and vigilant in terms of security, and diversion.

1.1.3. **Assistant Grower** - The duties of the operations manager are supported by those of the assistant grower. Day-to-day team management, routine and scheduled cultivation tasks, harvesting, drying, curing and packaging tasks are routinely led by the assistant grower. Management and inspection of general order and cleanliness are also the responsibility of the assistant grower. The assistant grower will be knowledgeable in all aspects of cultivation and will be capable of efficiently completing a crop from cutting to harvest without the assistance of the operations manager, if necessary.

1.1.4. **Production Assistants** - Daily cultivation tasks, including watering, trimming, pest removal, good order and cleaning are performed by production assistants, as is harvesting, trimming, drying, curing, and packaging. Preferable experience includes, marijuana cultivation, greenhouse work, arable farming, gardening.

1.2. Employee Training and Selection

1.2.1. Our establishment shall ensure that employees are trained on job specific duties prior to performing job functions.

1.2.2. Our establishments shall ensure that employees receive a minimum of eight (8) hours of ongoing training annually.

1.2.3. All current owners, managers, and employees shall complete the Responsible Vendor Program after July1, 2019 or when available.

1.2.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.

1.2.5. Responsible Vendor Program documentation must be retained for four (4) years.

1.2.6. Our cultivation facility is looking for motivated, friendly, articulate and compassionate people to help grow our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include horticulture, farming, gardening, and those with

previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

1.2.6.1. Cannabis Science
1.2.6.2. Horticultural & Organic Cultivation
1.2.6.3. Methods of Extraction
1.2.6.4. Methods of Ingestion
1.2.6.5. Cooking with Cannabis
1.2.6.6. Medical marijuana use
1.2.6.7. Massachusetts Cannabis Law

1.2.7. Our company is looking for all types of help for our cultivation operation, both operational, and administrative. Typical responsibilities include:
1.2.7.1. Production management
1.2.7.2. Wholesale Sales
1.2.7.3. Cultivation and Production
1.2.7.4. Packaging labeling and inventory
1.2.7.5. Sanitation and maintenance of the facility
1.2.7.6. Security of the facility and deliveries
1.2.7.7. Back-office business and management roles such as, account management, administration, etc.

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Diversity Plan J&L Enterprises, Inc.

Introduction
To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

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

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

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

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

Goals
Our company has established the diversity goal of employing 20% or more women and or veterans in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

Programs
The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually- in "The Athol Daily News", and "The Greenfield Recorder" with the objective of more effectively reaching women and veterans;
2. Distribute internal workplace information sheets, bi-annually, aimed at encouraging current employees to recommend women and veterans for employment;
3. Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target women and veterans
4. Women and veterans will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

Measurement

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching women and veterans?
3. Have we attended at least one job and recruitment fair that specifically targets women and or veterans?
4. Have women and or veterans been hired and retained for at least 20% of the available positions?
5. Have women and or veterans been offered opportunities to engage in shadow training?
6. How many women and or veterans have chosen to engage in shadow training?