



Massachusetts Cannabis Control Commission

Public Record Request

Marijuana Retailer

General Information:

License Number: MR282350
Original Issued Date: 02/18/2020
Issued Date: 02/18/2020
Expiration Date: 02/18/2021
Payment Received: \$10000 Payment Required: \$10000

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: M3 Ventures, Inc. Federal Tax Identification Number EIN/TIN: [REDACTED]
Phone Number: 617-686-5185 Email Address: lianne@mm-ma.org
Business Address 1: 9 Collins Avenue Business Address 2:
Business City: Plymouth Business State: MA Business Zip Code: 02360
Mailing Address 1: 9 Collins Avenue Mailing Address 2:
Mailing City: Plymouth Mailing State: MA Mailing Zip Code: 02360

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

PRIORITY APPLICANT

Priority Applicant: yes
Priority Applicant Type: RMD Priority
Economic Empowerment Applicant Certification Number:
RMD Priority Certification Number: RP201874

RMD INFORMATION

Name of RMD: M3 Ventures, Inc.
Department of Public Health RMD Registration Number: 29
Operational and Registration Status: Obtained Final Certificate of Registration and is open for business in Massachusetts
To your knowledge, is the existing RMD certificate of registration in good standing?: no
If no, describe the circumstances below: The existing RMD anticipates being subject to a probationary period through December 31, 2019, subject to the Commission's approval on 8.8.19. The probationary period relates to a previously issued cease and desist order from the CCC,

which the CCC rescinded on April 18, 2019 (Case No. RMD-018-1).

PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: Percentage Of Control: 25
Role: Board Member Other Role: Also Compliance Officer, General Counsel and Clerk
First Name: Krista Middle Name: [REDACTED] Last Name: Ankner Suffix:
Gender: Female User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: Percentage Of Control: 25
Role: Board Member Other Role: Also Chief Executive Officer and Treasurer
First Name: Jonathan Middle Name: Last Name: Herlihy Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 3

Percentage Of Ownership: Percentage Of Control: 25
Role: Board Member Other Role: Also Director of Community Outreach; Mashpee
First Name: James Middle Name: Last Name: Vaccaro Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 4

Percentage Of Ownership: Percentage Of Control:
Role: Executive / Officer Other Role:
First Name: Kevin Middle Name: Last Name: O'Reilly Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 5

Percentage Of Ownership: Percentage Of Control:
Role: Manager Other Role:
First Name: Keith Middle Name: Last Name: Tibbetts Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 6

Percentage Of Percentage Of Control:

Ownership:

Role: Other (specify) **Other Role:** Provides financial management services pursuant to the Management Agreement between Triple M and M3 Ventures (is a Triple M employee).

First Name: Elizabeth **Middle Name:** **Last Name:** Nowlan **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 7

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

Role: Manager **Other Role:**

First Name: Renee **Middle Name:** **Last Name:** Pannoni **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 8

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

Role: Manager **Other Role:**

First Name: Michael **Middle Name:** **Last Name:** Kinnealey **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 9

Percentage Of Ownership: **Percentage Of Control:** 25

Role: Board Member **Other Role:**

First Name: Alicia **Middle Name:** **Last Name:** Wyman **Suffix:**

Gender: Female **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 10

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

Role: Manager **Other Role:**

First Name: Brian **Middle Name:** **Last Name:** Higgins **Suffix:**

Gender: Male **User Defined Gender:**

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 11

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

Role: Manager **Other Role:**

First Name: Vincent **Middle Name:** **Last Name:** Villalpando **Suffix:**

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 12

Percentage Of Ownership: Percentage Of Control:

Ownership:

Role: Other (specify) Other Role: Dr. Thomas is an investor in Triple M Management Company, which is the management company that provides management items and services and financing to the Applicant. He has an 8.3% interest in Triple M Management Company. He has also loaned \$500,000 to the Applicant towards its initial capital. He serves as a passive investor, but the combined total of his investment in Triple M Management Company and the individual loan to the Applicant exceeds 10% of the total initial capital for the Applicant.

First Name: John Middle Name: Last Name: Thomas Suffix:

Gender: Male

User Defined Gender:

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

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: Percentage of Ownership:

Entity Legal Name: Triple M Management Company, LLC Entity DBA: DBA City:

Entity Description: A management company providing turn key build-out of marijuana cultivation and processing facilities and retail dispensary storefronts, ongoing management items and services and start-up financing. Triple M Management Company, LLC's sole customer is M3 Ventures, Inc.

Foreign Subsidiary Narrative:

Entity Phone: 781-910-1142 Entity Email: bnowlan@triplem-llc.com Entity Website: Entity Address 1: 9 Collins Avenue Entity Address 2: Entity City: Plymouth Entity State: MA Entity Zip Code: 02360 Entity Mailing Address 1: 9 Collins Avenue Entity Mailing Address 2: Entity Mailing City: Plymouth Entity Mailing State: MA Entity Mailing Zip Code: 02360

Relationship Description: M3 Ventures, Inc. (Applicant) entered into a Management Agreement (Management Agreement) with Triple M Management Company, LLC (Triple M). Under the Management Agreement, Triple M provides the Applicant with (1) turn-key build-out of the Applicant's Cultivation/Processing Facility and retail dispensary locations for its 2 RMD retail locations and its intended adult use locations (Dispensaries); and (2) all necessary equipment and supplies to operate the Cultivation/Processing facility and the Dispensaries; (3) day-to-day financial management; and (4) intellectual property and consulting regarding the cultivation and processing of marijuana, including the provision of individuals to the Applicant to cultivate and process marijuana (who provide such services as Registered Agents of the Applicant). In exchange for these items and services, Triple M receives a management fee equal to 18% of the Applicant's sales and reimbursement for reimbursable products, and the management fee is subject to adjustment based on an annual audit by a third party appraiser. Triple M has also provided the Applicant financing in the amount of a \$1.39M loan and a line of credit in the amount of \$3.5M, both which bear interest at 8%. The Applicant also leases space from Triple M for its Cultivation/Processing Facility and Dispensaries. Triple M's day to day authority over the Applicant is limited: financial management is subject to the Applicant approval and the employees it makes available to the Applicant to cultivate and process does not give authority by Triple M to manage the Applicant's cultivation and processing as while providing such services to the Applicant they are under the direct control and supervision of the Applicant as Registered Dispensary agents of the Applicant. The Applicant is Triple M's sole customer.

Entity with Direct or Indirect Authority 2

Percentage of Control: Percentage of Ownership:

Entity Legal Name: John V. Thomas Revocable Trust

Entity DBA:

DBA
City:

Entity Description: Trust which holds an ownership interest in Triple M Management Company, LLC, the entity which provides turn-key management items and services to the Applicant.

Foreign Subsidiary Narrative:

Entity Phone: 508-208-9493

Entity Email: jvt1948@gmail.com

Entity Website:

Entity Address 1: 620 North Street

Entity Address 2:

Entity City: East Weymouth

Entity State: MA

Entity Zip Code: 02189

Entity Mailing Address 1: 620 North Street

Entity Mailing Address 2:

Entity Mailing City: East Weymouth

Entity Mailing State: MA

Entity Mailing Zip Code: 02189

Relationship Description: The Trust is an investor in Triple M Management Company, which is the management company that provides management items and services and financing to the Applicant. The Trust has an 8.3% interest in Triple M Management Company. The Trust serves as a passive investor in Triple M Management Company, but the combined total of the Trust investment in Triple M Management Company coupled with the grantor's (John V Thomas) individual loan to the Applicant exceeds 10% of the total initial capital for the Applicant.

CLOSE ASSOCIATES AND MEMBERS

Close Associates or Member 1

First Name: Krista

Middle Name: [REDACTED]

Last Name: Ankner

Suffix:
Esq

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Ankner is a member of the Board of Directors and is the Clerk, Compliance Officer and General Counsel of the Applicant.

Close Associates or Member 2

First Name: Jonathan

Middle Name:

Last Name: Herlihy

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Herlihy is a member of the Board of Directors and is the President, CEO and Treasurer of the Applicant.

Close Associates or Member 3

First Name: James

Middle Name:

Last Name: Vaccaro

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Vaccaro is a member of the Board of Directors and is the Community Outreach Director: Mashpee for the Applicant.

Close Associates or Member 4

First Name: Kevin

Middle Name:

Last Name: O'Reilly

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. O'Reilly is the Chief Operating Officer of the Applicant.

Close Associates or Member 5

First Name: Keith

Middle Name:

Last Name: Tibbetts

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Tibbetts is the Director of Processing of the Applicant.

Close Associates or Member 6

First Name: Elizabeth

Middle Name:

Last Name: Nowlan

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Pursuant to the Management Agreement between the Applicant and Triple M Management Company (Triple M), Ms. Nowlan provides day-to-day financial management services for the Applicant. She is an employee of Triple M.

Close Associates or Member 7

First Name: Renee Middle Name: Last Name: Pannoni Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Pannoni is the Manager of the Mashpee Retail Dispensary of the Applicant.

Close Associates or Member 8

First Name: Michael Middle Name: Last Name: Kinnealey Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Kinnealey is the Plymouth Retail Dispensary of the Applicant.

Close Associates or Member 9

First Name: Alicia Middle Name: Last Name: Wyman Suffix: Esq

Describe the nature of the relationship this person has with the Marijuana Establishment: Ms. Wyman is a member of the Applicant's Board of Directors.

Close Associates or Member 10

First Name: Brian Middle Name: Last Name: Higgins Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Higgins is the Cultivation Business Manager for the Applicant.

Close Associates or Member 11

First Name: John Middle Name: Last Name: Thomas Suffix: MD

Describe the nature of the relationship this person has with the Marijuana Establishment: Dr. Thomas is an investor in Triple M Management Company, which is the management company that provides management items and services and financing to the Applicant. He has an 8.3% interest in Triple M Management Company. He has also loaned \$500,000 to the Applicant towards its initial capital. He serves as a passive investor, but the combined total of his investment in Triple M Management Company and the individual loan to the Applicant exceeds 10% of the total initial capital for the Applicant.

Close Associates or Member 12

First Name: Vincent Middle Name: Last Name: Villalpando Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Mr. Villalpando is the Master Grower for the Applicant.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Triple M Management Company, LLC		Entity DBA:	
Email: beth@triplem-llc.com	Phone: 781-910-1142		
Address 1: 9 Collins Avenue		Address 2:	
City: Plymouth	State: MA	Zip Code: 02360	
Types of Capital: Debt, Other	Other Type of Capital: In addition to loans to the Applicant totaling \$3,990,000, pursuant to a management agreement, Triple M provides turn key buildout of the Applicant's facilities and items and supplies and certain management services to the Applicant totaling another \$10,901,930.	Total Value of Capital Provided: \$14891930	Percentage of Initial Capital: 92

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Krista Middle Name: [REDACTED] Last Name: Ankner Suffix: Esq

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 2

First Name: Krista Middle Name: [REDACTED] Last Name: Ankner Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 3

First Name: Krista Middle Name: [REDACTED] Last Name: Ankner Suffix: Esq.

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 4

First Name: Jonathan Middle Name: Last Name: Herlihy Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 5

First Name: Jonathan Middle Name: Last Name: Herlihy Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Plymouth Marijuana Establishment State:
MA

Individual 6

First Name: Jonathan Middle Name: Last Name: Herlihy Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plymouth Marijuana Establishment State:
MA

Individual 7

First Name: James Middle Name: Last Name: Vaccaro Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 8

First Name: James Middle Name: Last Name: Vaccaro Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 9

First Name: James **Middle Name:** **Last Name:** Vaccaro **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 10

First Name: Kevin **Middle Name:** **Last Name:** O'Reilly **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 11

First Name: Kevin **Middle Name:** **Last Name:** O'Reilly **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 12

First Name: Kevin **Middle Name:** **Last Name:** O'Reilly **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 13

First Name: Keith **Middle Name:** **Last Name:** Tibbetts **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 14

First Name: Keith **Middle Name:** **Last Name:** Tibbetts **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 15

First Name: Keith **Middle Name:** **Last Name:** Tibbetts **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Product Manufacture
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 16

First Name: Elizabeth **Middle Name:** **Last Name:** Nowlan **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Retailer
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 17

First Name: Elizabeth **Middle Name:** **Last Name:** Nowlan **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Cultivator
Marijuana Establishment City: Plymouth **Marijuana Establishment State:** MA

Individual 18

First Name: Elizabeth **Middle Name:** **Last Name:** Nowlan **Suffix:**
Marijuana Establishment Name: M3 Ventures, Inc. **Business Type:** Marijuana Product Manufacture

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 19

First Name: Renee Middle Name: Last Name: Pannoni Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Plymouth Marijuana Establishment State:
MA

Individual 20

First Name: Renee Middle Name: Last Name: Pannoni Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 21

First Name: Renee Middle Name: Last Name: Pannoni Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 22

First Name: Michael Middle Name: Last Name: Kinnealey Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 23

First Name: Michael Middle Name: Last Name: Kinnealey Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 24

First Name: Michael Middle Name: Last Name: Kinnealey Suffix:

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 25

First Name: Alicia Middle Name: ■ Last Name: Wyman Suffix: Esq

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer

Marijuana Establishment City: Plymouth Marijuana Establishment State:
MA

Individual 26

First Name: Alicia Middle Name: ■ Last Name: Wyman Suffix: Esq

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 27

First Name: Alicia Middle Name: ■ Last Name: Wyman Suffix: Esq.

Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 28

First Name: Brian Middle Name: [REDACTED] Last Name: Higgins Suffix:
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 29

First Name: Brian Middle Name: [REDACTED] Last Name: Higgins Suffix:
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 30

First Name: Brian Middle Name: [REDACTED] Last Name: Higgins Suffix:
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 31

First Name: John Middle Name: Last Name: Thomas Suffix: MD
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 32

First Name: John Middle Name: Last Name: Thomas Suffix: MD
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 33

First Name: John Middle Name: Last Name: Thomas Suffix: MD
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 34

First Name: Vincent Middle Name: Last Name: Villalpando Suffix:
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Cultivator
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 35

First Name: Vincent Middle Name: Last Name: Villalpando Suffix:
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

Individual 36

First Name: Vincent Middle Name: Last Name: Villalpando Suffix:
Marijuana Establishment Name: M3 Ventures, Inc. Business Type: Marijuana Retailer
Marijuana Establishment City: Plymouth Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 29 Echo Road

Establishment Address 2:

Establishment City: Mashpee

Establishment Zip Code: 02469

Approximate square footage of the establishment: 1500

How many abutters does this property have?: 11

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Community Outreach Meeting Attestation 3.22.19_2.pdf	pdf	5c951d761e71bd126232ef48	03/22/2019
Certification of Host Community Agreement	Certificate Re Host Community Agreement.pdf	pdf	5ced5d38bbb9651341339bfb	05/28/2019
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning.docx.pdf	pdf	5d0d31ad41a4321320f29e21	06/21/2019

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Updated Mashpee Positive Impact Plan 9.11.19.pdf	pdf	5d78f652c544c91e011c7ccf	09/11/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Board Member **Other Role:** CEO/President

First Name: Jonathan **Middle Name:** ■ **Last Name:** Herlihy **Suffix:**

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 2

Role: Board Member **Other Role:** General Counsel/Compliance Officer

First Name: Krista **Middle Name:** ■ **Last Name:** Ankner **Suffix:**

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 3

Role: Board Member **Other Role:** Director of Community Outreach, Mashpee

First Name: James **Middle Name:** ■ **Last Name:** Vaccaro **Suffix:**

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 4

Role: Executive / Officer

Other Role: Chief Operating Officer

First Name: Kevin

Middle Name: ■

Last Name: O'Reilly Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 5

Role: Other (specify)

Other Role: Provides financial management services under the management agreement between Triple M and M3 Ventures Inc.

First Name: Elizabeth

Middle Name: ■

Last Name: Nowlan

Suffix:

RMD Association: RMD

Staff

Background Question: yes

Individual Background Information 6

Role: Executive / Officer

Other Role: Director of Processing

First Name: Keith

Middle Name: ■

Last Name: Tibbetts Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 7

Role: Manager

Other Role:

First Name: Michael

Middle Name: ■

Last Name: Kinnealey Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 8

Role: Manager

Other Role:

First Name: Renee

Middle Name: ■

Last Name: Pannoni Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 9

Role: Board Member

Other Role:

First Name: Alicia

Middle Name: ■

Last Name: Wyman Suffix:

RMD Association: RMD Manager

Background Question: yes

Individual Background Information 10

Role: Other (specify)

Other Role: Loaned money to the Applicant and an Investor in Triple M Management Company, which manages and finances the applicant

First Name: John

Middle Name: ■

Last Name: Thomas

Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 11

Role: Manager Other Role: Cultivation Business manager
First Name: Brian Middle Name: Last Name: Higgins Suffix:
RMD Association: RMD Manager
Background Question: yes

Individual Background Information 12

Role: Manager Other Role: Master Grower
First Name: Vincent Middle Name: Last Name: Villalpando Suffix:
RMD Association: RMD Manager
Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION
Entity Background Check Information 1

Role: Other (specify) Other Role: Management company that provides turn-key
buildout of M3 Ventures, Inc. facilities and ongoing
management items and supplies

Entity Legal Name: Triple M Management Company, LLC Entity DBA: Federal Tax Identification
Number EIN/TIN:

Entity Description: Management Company

Phone: 617-686-5185 Email: bnowlan@triplem-llc.com

Primary Business Address 1: 9 Collins Ave Primary Business Address 2:
Primary Business City: Plymouth, Primary Business State: MA Principal Business Zip Code: 02360

Additional Information: Pursuant to 935 CMR 500.101(2)(a), the Applicant does not have any additional information to disclose except with
respect to the following: The entity is the management company for the Applicant and in that role has certain indirect authority over the
management, policies, security operations or cultivation operations of the Applicant. The Applicant was subject to a Cease and Desist Order on
December 13, 2018 issued by the Department of Public Health, which was rescinded by the CCC on April 18, 2019. The Applicant was also
subject to an order by the Massachusetts Department of Agriculture (MDAR), issued on January 30, 2019, ordering the destruction of all product
cultivated by the Applicant and/or processed by the Applicant using the Applicant's cultivated plant material. On March 19, 2019 MDAR sent a
letter to the Applicant acknowledging that the Applicant had complied with all aspects of the MDAR order. On August 8, 2019, the CCC and the
Applicant entered into a Final Order and Stipulation Agreement pursuant to which the Applicant will remain under probation until December 31,
2019.

MASSACHUSETTS BUSINESS REGISTRATION
Required Business Documentation:

Table with 5 columns: Document Category, Document Name, Type, ID, Upload Date. Rows include Bylaws, Articles of Organization, and Department of Revenue - Certificate of Good standing.

Secretary of Commonwealth - Certificate of Good Standing	Secretary of State Certificate of Good Standing 5.28.19.pdf	pdf	5d0cff40fe6a8617e2090233	06/21/2019
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No documents uploaded

Massachusetts Business Identification Number: 001102121

Doing-Business-As Name: Triple M

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Insurance.pdf	pdf	5c82b1743183181258e1cb77	03/08/2019
Business Plan	Mashpee Business Plan Summary.pdf	pdf	5d14d0f9748dc71348c3ad5c	06/27/2019
Business Plan	Updated Proposed Timeline for Achieving Operations 10.8.19.pdf	pdf	5d9c74ffc1702815d521b88d	10/08/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	Plan for Obtaining Marijuana or Marijuana Products.pdf	pdf	5ce6c399622b7c1357f6ef8e	05/23/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5ce6d0e8622b7c1357f6efce	05/23/2019
Restricting Access to age 21 and older	Restricting Access to Age 21 and Older.pdf	pdf	5d0d0a59c70e2b132b316c2a	06/21/2019
Storage of marijuana	Updated Storage of Marijuana.pdf	pdf	5d791ff03aff472290ba0ba1	09/11/2019
Record Keeping procedures	Updated Recordkeeping Policies.pdf	pdf	5d9616c3c1702815d521ad9f	10/03/2019
Qualifications and training	Updated Description of Qualifications of Marijuana Retailer Personnel.pdf	pdf	5d9618541b7a141b1db83c8a	10/03/2019
Diversity plan	Updated Diversity Plan.pdf	pdf	5d961f7467e7d91adfc67608	10/03/2019
Dispensing procedures	Updated Dispensing Procedures.pdf	pdf	5d9622efd471f115eb599b72	10/03/2019
Security plan	Updated Security Plan.pdf	pdf	5d9c7771bc90861af114c6f3	10/08/2019
Transportation of marijuana	Updated Transportation SOP 10.8.19.pdf	pdf	5d9c799c1b7a141b1db847a1	10/08/2019
Inventory procedures	Updated Inventory Policy.pdf	pdf	5d9c7ba54e842f1b123bc311	10/08/2019
Separating recreational from medical operations, if applicable	Updated Plan for Separating Medical and Adult Use Operations.pdf	pdf	5d9c84f54e842f1b123bc323	10/08/2019
Personnel policies including background checks	Personnel Policies part 1.pdf	pdf	5d9c9524c99740160131da26	10/08/2019
Personnel policies including background checks	Personnel Policies part 2.pdf	pdf	5d9c9537d471f115eb59a63d	10/08/2019
Personnel policies including background checks	Personnel Policies part 1.pdf	pdf	5d9c9bf7c99740160131da57	10/08/2019
Personnel policies including background checks	Personnel Policies part 2.pdf	pdf	5d9c9c06c99740160131da5b	10/08/2019

checks				
Personnel policies including background checks	Personnel Policies part 3.pdf	pdf	5d9c9c124e842f1b123bc3af	10/08/2019
Maintaining of financial records	Updated Finanical Records Plan 10.21.19.pdf	pdf	5dadf02590352a2b339acb6a	10/21/2019
Quality control and testing	Updated Quality Control and Testing Procedures 10.21.19.pdf	pdf	5dadf67cd5c8962b282dab04	10/21/2019

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

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

Sunday From: Closed

Sunday To: Closed

M3 Ventures, Inc.
Mashpee Adult Use Marijuana Retail Establishment
Business Plan Executive Summary

Executive Summary

Pursuant to 935 CMR 500.101(2)(e)7, the following is a summary of the business plan for M3 Venture, Inc.'s (M3) Mashpee Adult Use Marijuana Retail Establishment.

M3's Mashpee Adult Use Marijuana Retail Establishment will be located at 29 Echo Road in Mashpee. M3 has been operating a Registered Medical Marijuana Dispensary (RMD) at this location since receiving DPH approval in April 2018, and M3 intends to operate the locations as a Co-located Marijuana Operations. M3's Cultivation/Processing facility is located at M3's building at 9 Collins Avenue, Plymouth. In compliance with the Cannabis Control Commission (CCC) regulations, the Adult Use Marijuana and the Medical Dispensary will be separate and distinct.

Town of Mashpee Adult Use Status

On March 11, 2019, the Board of Selectmen voted unanimously to approve M3's application for Mashpee's Adult Use Retail license. On March 21, 2019, M3, in accordance with CCC regulations, held its community outreach meeting. The Selectmen approved M3's Adult Use Host Community Agreement on April 8, 2019. In anticipation of applying for an Adult Use Retail license, an M3 representative met with the Zoning Board of Appeals, Building Commissioner, Town Manager, Police and Fire Chiefs as well as members of the Board of Selectmen. On May 21, M3 met with the Mashpee Design/Plan Review Committee to review M3's request for a modification of M3's existing Special Permit that was issued when M3's Medical Dispensary was approved. At this meeting all the Town Departments approved M3's building and site plans. It is anticipated that the Zoning Board will modify M3's existing special permit by their July 24, 2019 meeting to permit the Adult Use retail marijuana establishment operations and upon the completion of the 21 day appeal period, M3 will apply for a Building Permit. M3 met with the Board of Health on June 26, 2019 to obtain approval of the modifications to upgrade the septic system. M3 is anticipating that the Building Permit will be available by mid-August and the site will be prepared for construction and security at the existing Medical Dispensary. The Medical Dispensary will remain open during the construction of the new building and parking area. M3 will promptly adhere to the Town of Mashpee zoning ordinance and Town bylaw requirements and anticipates opening its Adult Use Retail Establishment in Mashpee by April 2020. Please see [Attachment A](#) to review the Mashpee projected Time-Line.

Cultivation Expansion

The objective for M3's Mashpee adult use retail dispensary is to carry forward its commitment to provide quality cannabis products prepared in multiple delivery options, dry flower & processed, with aspiration to be one of the State's most reputable companies for both the production and sale of Adult Use and Medical cannabis. M3 is confident that being vertically integrated will ensure the success of an adult use and medical cannabis business. M3 began its cultivation and processing operations in August 2017. Cultivation and processing will be a core focus of M3 to generate and retain adult use and medical customers for the long-term.

M3 believes a continued commitment to cultivating and processing preeminent products, above all others in the State, will strategically position the company to thrive in what is an extremely competitive business. To maintain the Mashpee medical patients' product requirements, M3 will maintain an inventory of product that mirrors the medical patients' purchases in Mashpee for the immediately preceding 6 months. Pending CCC approval of the submitted proposed renovations to the Mashpee Medical Dispensary, M3 Ventures will triple the size of its existing Mashpee dispensary. This expansion is necessary to serve both the adult use and medical customer base. The new building and the additional 80 parking spaces will position the Mashpee dispensary to meet the needs of the adult use and medical demand who choose to visit M3's Mashpee dispensaries.

M3's six grow rooms have 329 lights and approximately 2,632 plants. Between July 1, 2019, and July 1, 2020, the six grow rooms will harvest a minimum of 1,500 pounds of flower. M3's marijuana extraction and processing operations are 100% operational. Almost all of M3's proprietary products (vape cartridges, chewables, lozenges, tinctures, RSO, honey stix, and salves) are fully stocked in the dispensaries. In the near future, M3 anticipates adding chocolates and water-soluble products to its menu.

To provide the cultivation staff with managerial oversight, a Cultivation Business Manager has been hired who is responsible for overseeing all business aspects of cultivation and dry/trim operations, as well as managing staff to ensure efficiency and compliance with Policies & Procedures, including M3's integrated pest management program.

Market Size and Development

M3, utilizing US Census data, prepared an analysis of the anticipated Cape Cod Adult Use market. The Company based its forecast on Cape Cod's population of individuals over the age of 21 (195,157) who may choose to visit Mashpee and purchase recreational marijuana. The forecast also assumes a certain percentage of the State tourism industry who could potentially visit the Mashpee dispensary for a one-time Adult Use sale. Estimating customers, as well as projecting sales, is always a challenging endeavor and M3's forecast is submitted without the knowledge of how many other recreational dispensaries could potentially open on Cape Cod.

Marketing Plan

M3's marketing strategy is to focus the company's web site and social media applications on delivering accurate information about available cannabis products to an over 21 audience. The company's experience on medical sales thus far has been built on past customer reviews, and will continue to strive for outstanding customer satisfaction, which will ensure its Mashpee Adult Use dispensary's success. M3 will use customer satisfaction as the primary marketing tool of the Adult Use dispensary. Experience has shown that this customer base knows what they want and if their needs are not satisfied, they will simply not return to the Mashpee dispensary. Therefore, a majority of the company's marketing strategies occur on site: 1) Produce a safe, consistent, and stellar product; 2) Provide well-trained customer service orientated staff; and 3) Meet and exceed the customers' expectations at each encounter.

Adult Use Dispensary Operations

M3 plans to operate the Adult Use dispensary 10-hours a day Monday through Saturday to comply with M3's special permit. The company intends to apply for CCC approval to provide Medical Home Delivery as well. Once permitted by the CCC, M3 will apply for an Adult Use Home Delivery license.

M3's Adult Use sales staff will be trained in the Company's Mashpee medical dispensary and the Plymouth Adult Use dispensary, once approval to commence adult use sales has been granted by the CCC. This approach will allow new staff members to have hands-on training and learning within the company's culture, framework, and to learn the best approach to educate and service its Adult Use customers. M3 will ensure that all of its customers are provided with first-class treatment when visiting our Adult Use or Medical Use dispensaries.

Financial Plan

M3's financial plan is to continue its unwavering commitment to its Medical patients as M3 prepares for Adult Use sales in Mashpee and Plymouth. The Company's ongoing medical sales have provided the revenue necessary to cover its operating costs. In addition, by expanding the cultivation area two-fold, the company will be able to produce sufficient product to meet most of its forecasted Medical and Adult Use needs. As the CCC rolls-out adult use licenses, M3 will assess the State's Medical and Adult Use markets to determine if it is feasible to expand the company's cultivation operations. As the company anticipates an increase in revenue as a result of adult use sales, M3 will be able to expand the company's cultivation and processing operations within the remaining 20,000 square-foot shell of the 46,000 square-foot facility located in Plymouth. An increase in production will allow the company to be in a sound position to manage increases in both Medical and Adult use consumer demand.

When there is a short-term cash need for construction, equipment, or staffing, the company has the ability to borrow funds from existing investors in Triple M Management Company, the company that provides turn key management items and services and financing to M3. M3 has benefited enormously from experiences learned while developing the medical marijuana business and these experiences will serve M3 Ventures well in entering the Adult Use market.

M3 Ventures five-year pro-forma follows this summary as **Attachment B**. As stated above in the section titled, Market Size and Development, the Company's customer base and sales projections were obtained from an estimate of the year-round population on Cape Cod and seasonal tourism. The projections, assuming CCC approval, are based on sales commencing in April 2020, and then annual sales for 2021 to 2025. As with medical marijuana, the use of adult use marijuana will become more mainstream and the expectation is that the number of legal purchases will increase raising the profit of the recreational sales market.

The projected Mashpee adult use sales for the first full year of operations for 2020 = \$7M; 2021 increases 25% to \$12M; 2022 increases 5% to \$12.6M; 2023 increases 5% to \$13.2M; 2024 increase 5% to \$13.9M and 2025 increases by 5% to \$14.6M. Taxes and Management Fees comprise 69% of the expenses and are assessed as follows: Federal & State Income Taxes = 21%; Mashpee Community Impact Fee 3%; and Triple M Management Fee is estimated to be adjusted to approximately 40% based on an initial review of the third party auditor. Operating expenses are estimated to be 33% for CY 2020 and decreasing to 28% by the fifth full year of operations. Net Income is projected to be range from -2% for CY 2020 and 3% by 2025.

Conclusion

M3 is pleased to have this opportunity to submit the Company's Mashpee Adult Use marijuana retail establishment application to the CCC for review, comment, and consideration. M3 will continue its commitment to serve the Medical Marijuana patients who choose to purchase products from our Mashpee and Plymouth dispensaries. M3 understands that the CCC, with its approval of M3's application, is entrusting the M3 leadership team with an incredible opportunity to be one of the first adult use dispensaries on Cape Cod and M3 plans to meet and exceed CCC's expectations. M3 Ventures remains fully committed to providing exceptional cannabis products and a superb customer experience to its Adult Use and Medical Use clientele.

Attachment A: M3 Venture's Mashpee Time-Line

Date	Mashpee Adult Use Retail License Process	Status
03.11.2019	Selectmen Approve M3 for Adult Use Retail License	Completed
03.21.2019	M3 Holds Community Outreach Meeting	Completed
04.08.2019	Selectmen Approve M3's Adult Use Host Community Agreement	Completed
05.21.2019	Mashpee Design/Plan Review Committee	Completed
06.26.2019	Board of Health Meeting	Completed
06.28.2019	M3 Submits Mashpee Recreational Application to CCC	
07.24.2019	Zoning Board of Appeals Meeting	
August	Zoning Board of Appeals - 21 Day Appeal Period on Special Permit	
August	M3 Receives Building Permit	
09.30.2019	End of CCC Review Period	
Sept 2019 to March 2020	Construction and Interior Fit-out	
	CCC Provisional Inspection and Approval	
	CCC Final License Inspection and Approval	
	CCC Authorized to Commence Operations	

Attachment B: M3 Venture's Mashpee Financial Forecast

M3 Venture's Inc.							
Mashpee Adult Use Pro-forma							
Sales Estimates		2020	2021	2022	2023	2024	2025
Number of Months		9	12	12	12	12	12
Sales Per Month		\$801,819	\$1,002,273	\$1,052,387	\$1,105,006	\$1,160,257	\$1,218,269
Projected Increase in Sales			125%	105%	105%	105%	105%
Customers Per Day		233	291	306	321	337	354
Customers Per Hour		23	29	31	32	34	35
Sales Per Year		\$7,216,368	\$12,027,279	\$12,628,643	\$13,260,075	\$13,923,079	\$14,619,233
Customers Visits Per Year		71,273	89,091	93,546	98,223	103,134	108,291
Annual Sales		\$7,216,368	\$12,027,279	\$12,628,643	\$13,260,075	\$13,923,079	\$14,619,233
Taxes And Fees	%	2020	2021	2022	2023	2024	2025
Federal and State Income Tax	-26%	-\$1,876,256	-\$3,127,093	-\$3,283,447	-\$3,447,620	-\$3,620,001	-\$3,801,001
Mashpee Community Impact Fee	-3%	-\$216,491	-\$360,818	-\$378,859	-\$397,802	-\$417,692	-\$438,577
Triple M Management Fee	-40%	-\$2,886,547	-\$4,810,912	-\$5,051,457	-\$5,304,030	-\$5,569,232	-\$5,847,693
Total Taxes and Fees	-69%	-\$4,979,294	-\$8,298,823	-\$8,713,764	-\$9,149,452	-\$9,606,925	-\$10,087,271
Percentage of Sales		-69%	-69%	-69%	-69%	-69%	-69%
Net Sales After Taxes & Fees		\$2,237,074	\$3,728,457	\$3,914,879	\$4,110,623	\$4,316,155	\$4,531,962
Expenses		2020	2021	2022	2023	2024	2025
Management Staff		-\$336,490	-\$397,479	-\$417,353	-\$438,220	-\$460,131	-\$483,138
Dispensary Staff		-\$360,818	-\$601,364	-\$631,432	-\$663,004	-\$696,154	-\$730,962
General & Administrative		-\$1,691,250	-\$2,367,750	-\$2,486,138	-\$2,610,444	-\$2,740,967	-\$2,878,015
Total Expenses		-\$2,388,558	-\$3,366,593	-\$3,534,922	-\$3,711,669	-\$3,897,252	-\$4,092,115
Percentage of Sales		-33%	-28%	-28%	-28%	-28%	-28%
Net Income		-\$151,484	\$361,864	\$379,957	\$398,955	\$418,903	\$439,848
Profit or Loss		-2%	3%	3%	3%	3%	3%

Proposed Timeline for Achieving Operation for Applicant MRN282350

The Applicant's proposed timeline for achieving operation as an adult use Marijuana Retailer is May 1, 2020. The Applicant's proposed timeline is based on receiving a provisional adult use retail license from the Cannabis Control Commission ("CCC") within 90 days after the Applicant's submittal of its completed application (on or about October 8, 2019).

The estimated opening will be driven by the permitting process at both the local and state levels. The local level involves meeting with the Plan/Design Review Committee, the Board of Health, meetings with the heads of individual departments as necessary and then a hearing with the ZBA to modify the Applicant's existing Special Permit. The local approval process is now complete.

The Applicant's adult use operations as a Marijuana Retailer will be co-located with the applicant's Mashpee RMD medical marijuana retail operations. A new building of 3,800 square feet will be connected to the existing RMD to accommodate both the medical and adult-use functions. Construction will be scheduled in two phases --- the first phase will construct a self-contained building to accommodate the adult and medical use dispensaries, secure storage, IT and security facilities. Upon completion of phase one, the medical dispensary will be relocated to the new facility. During phase two the original medical dispensary will be renovated to include a secure storage vault and administrative offices. Upon completion of phase two, the two facilities will be permanently merged. The Applicant will submit Architectural Review Plans to the CCC on or October 15, 2019. The Applicant intends to submit a building permit application with the Town of Mashpee on or around October 30, 2019 for the new building and renovations to the existing building.

The Applicant also has a separate provisional license to operate an Adult use Retail Store, Marijuana Cultivator and Marijuana Product Manufacturer in Plymouth, MA ("Plymouth Establishment"). The Applicant intends to obtain marijuana and marijuana products from the Applicant's Plymouth Establishment, and, to the extent necessary, from other wholesale vendors who are licensed as Marijuana Cultivators and/or Marijuana Product Manufacturers.

The Applicant has revised its Operations Manual and Standard Operation Procedures to reflect operational differences from its current RMD operations (Mashpee and Plymouth).

The Applicant will request that the CCC schedule the final on-site inspection during the first week of March, 2020 (when the Applicant anticipates the construction of the new building will be complete). The Applicant will address any follow up corrective action items recommended and anticipates the CCC issuing a final license for the Applicant to operate as a Marijuana Retailer in Mashpee on or before April 1, 2020. Upon receipt of its provisional license, the Applicant will commence its recruiting activities to support its adult use licenses as a Marijuana Retailer. Upon receipt of its final adult use license the Applicant will make offers of employment, affording the new hires the ability to provide 2 weeks' prior notice of their resignation to their current employers, the new hires would be able to commence training during the second week of April, 2020 allowing the Applicant to be fully operational by May 1, 2020.

Plan for Obtaining Insurance for Applicant MRN282350

Please see attached certificates of liability insurance that document that the Applicant has secured General Liability Insurance and Product Liability Insurance with limits of \$1M/occurrence and \$2M/aggregate each with a \$5,000 deductible as required under 935 CMR 500.105(10).



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
02/05/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gordon Atlantic Insurance 306 Washington Street Norwell MA 02061	CONTACT NAME: Jane Logan PHONE (A/C, No, Ext): (781) 659-2262 E-MAIL ADDRESS: jane@gordonatlanticinsurance.com	FAX (A/C, No): (781) 659-4725
	INSURER(S) AFFORDING COVERAGE	
INSURED M3 Ventures, Inc. 9 Collins Ave. Plymouth MA 02360	INSURER A: Kinsale Insurance Co.	NAIC # 38920
	INSURER B: MAPFRE - COMMERCE	34754
	INSURER C: Protective Insurance	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** MASTER 2019 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	0100061111	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 DEDUCTIBLE \$ 5,000
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			LP7735	04/02/2018	04/02/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	01000611211	01/17/2019	01/17/2020	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		SS-230522002	09/19/2018	09/19/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Marijuana cultivation, processing & retail sales.
 Massachusetts Cannabis Control Commission is an Additional Insured under the Named Insured's GL and Umbrella policies, when required by written contract signed prior to loss, per CAS5014-0214 and CAS5003 7/17 on a primary and non-contributory basis. No coverage exists for the sole negligence of the Additional Insured.

CERTIFICATE HOLDER Massachusetts Cannabis Control Commission 1 Ashburton Place Room 313 Boston MA 02108	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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Host Community Agreement Certification Form

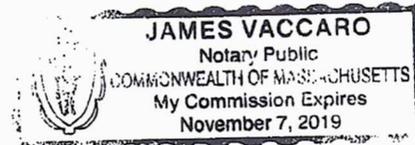
The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please 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, K. Lianne Anker certify as an authorized representative of M3 Ventures, Inc. (*applicant*) that the applicant has executed a host community agreement with the Town of Mashpee pursuant to G.L.c. 94G § 3(d) on April 10th, 2019

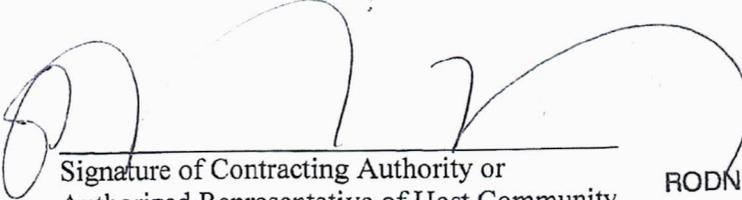

Signature of Authorized Representative of Applicant

*Known to me
James Vaccaro 4-10-19*



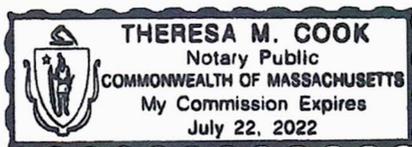
Host Community

I, Rodney C. Collins, certify that I am the contracting authority or have been duly authorized by the contracting authority for the Town of Mashpee (*host community*) to certify that the applicant and the Town of Mashpee has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on April 10th, 2019


Signature of Contracting Authority or
Authorized Representative of Host Community

RODNEY C. COLLINS
Town Manager

*RATIFIED BY BOARD OF SELECTMEN
4/8/2019*



*Rodney C. Collins; Personally known to me
Theresa M Cook 4/10/2019
Notary Public
My Commission Expires July 22, 2022*

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, Lianne Ankner, (insert name) attest as an authorized representative of M3 Ventures, 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 3-21-2019 (insert date).
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 3-13-2019 (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*).
3. A copy of the meeting notice was also filed on 3-12-2019 (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 3-8-2019 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

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

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Attachment A

Wednesday, March 13, 2019

C-8/CAPE COD TIMES

CAPECODDC

Legals

Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 21, 2019 at 6PM at the MashpeeTV Studios, 168 Industrial Drive, Mashpee. The proposed Adult-Use marijuana dispensary is anticipated to be located at 29 Echo Road, Mashpee. There will be an opportunity for the public to ask questions.

3/13/19



29 Echo Road – Mashpee, MA 02649
508-477-0001

Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 21, 2019 at 6PM at the MashpeeTV Studios, 168 Industrial Drive, Mashpee. The proposed Adult-Use marijuana dispensary is anticipated to be located at 29 Echo Road, Mashpee. There will be an opportunity for the public to ask questions.

In compliance with the requirements of 935 CMR 500, this notice has been provided on this day (March 12, 2019) to the following officials of the Town of Mashpee, MA.

- Town Clerk
- Board of Selectmen/Town Manager
- Planning Board
- Board of Health

Received this 12th day of March, 2019:

Deborah Daw Town Clerk

Stephanie A. Coleman Board of Selectmen/Town Manager

Left with Board Secretary Planning Board

Vern Ward Board of Health



29 Echo Road – Mashpee, MA 02649
508-477-0001

March 8, 2019



Community Outreach Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for March 21, 2019 at 6PM at the MashpeeTV Studios, 168 Industrial Drive, Mashpee. The proposed Adult-Use marijuana dispensary is anticipated to be located at 29 Echo Road, Mashpee. This is the same location where the current Medical Marijuana Dispensary is located. There will be an opportunity for the public to ask questions.

Should you have any questions in advance of the meeting, please contact at 508-477-6053 or by email at jim@mm-ma.org.

Sincerely,

Jim Vaccaro

James Vaccaro
Director

Excerpts from
Outreach Meeting



Community Outreach Meeting

March 21, 2019



Massachusetts Requirements

- Type of Adult-Use Retail Establishment:
 - ✓ Retail: Existing Medical to be Expanded to Include Adult-Use Marijuana Sales
 - ✓ Existing Special Permit from Town of Mashpee to be Modified

- Must demonstrate the Facility will be maintained securely:
 - ✓ Robust State Approved Security Plan Currently in Place Will be Expanded
 - ✓ Security Director is a Retired State Police Detective Lieutenant
 - ✓ Daily On-Site Supervision Conducted by Two Retired Mashpee Police Officers
 - ✓ Facility Security Features include:
 - Property surrounded by perimeter fence and guard house at parking lot entrance
 - Access is limited by a security guard so only qualified individuals will have access to the property. Must be 21 years of age or possess a MA Medical Marijuana ID Card to access the premises
 - Security guard ensures no product is consumed on premises
 - Multiple Video Cameras provide Surveillance 24/7
 - Perimeter and motion detector alarms
 - Proximity card access to all non-public areas



Massachusetts Requirements

- Prevent Diversion to Minors
 - ✓ Will scan all state issued IDs with an electronic reader that can determine if the ID is fake
 - ✓ Does not sell any cannabis infused sodas or drinks that would be enticing to minors
 - ✓ Does not sell any cannabis infused products that are in the shape of commercially available candy
 - ✓ Packaging is two-toned, without any graphic images or cartoons, other than its logo

- Physical Separation of Marijuana and Marijuana Products for Medical or Adult Use Sales
 - ✓ Separate medical and adult-use recreational sales areas
 - ✓ Expedited Entry and Designated Parking Reserved for Medical Patients

Massachusetts Requirements

- Must demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare or other conditions likely to cause nuisance.
 - ✓ Triple M is located in a stand-alone building on an industrial-zoned side street
 - ✓ There is little impact on nearby businesses
 - ✓ The closest residence is more 500 feet away across Route 130
 - ✓ There are no schools in the area
 - ✓ There will be on-site parking for 70 vehicles plus a queue lane for up to 25 additional vehicles
 - ✓ A comprehensive traffic management plan has been developed to mitigate major traffic issues
- No neighbors currently or will, in the future experience any nuisance from noise, odor, dust, glare, fumes, vibration, heat or glare.



Massachusetts Requirements

- Must demonstrate a plan to positively impact the local community.
 - ✓ Host Community Agreement
 - Community donations for drug abuse prevention/treatment/education
 - Preferential Local Treatment - Commitment to local jobs and vendors
 - Community non-profit foundation to support local charitable initiatives
 - Installation of Traffic Signal at Main Street and Echo Road
 - ✓ Recreational sales tax and community impact fee revenue to the Town of 6%
 - ✓ Additional annual contribution to the Town of over \$100,000 for Medical Marijuana sales
 - ✓ New jobs for local residents
 - ✓ Positive Impact on Local Business and Economy

Plan to Remain Compliant with Local Zoning for Applicant MRN282350:

The Applicant has received a special zoning permit as a Medical Marijuana Dispensary, which was issued by the Town of Mashpee Zoning Board of Appeals on September 4, 2015. Such permit is required pursuant to Section 124-24 (J) of Mashpee's Zoning Bylaw. The Applicant is applying for a modification of the existing special permit to include the retail sale of Adult-Use marijuana. Such use is permitted under Section 174-45.6 of Mashpee's Zoning Bylaw. The restrictions of Section 124-24(J) [Medical Marijuana] are more restrictive than those of Section 174-45.6 [Adult-Use], but as the Applicant intends to co-locate its RMD with Adult-Use retail sales the applicant will adhere to the conditions of the special zoning permit as modified to permit both uses. If there are any changes to the zoning bylaws that affect the Applicant's Marijuana Retailer license, the Applicant's zoning attorney will keep the Applicant apprised of any changes to the zoning bylaws and the Applicant will immediately comply.

By way of information, Section 124-24 (J) [the more restrictive bylaw] provides that (1) a minimum setback of 500 feet is required from any public or private school , a place of worship, a day nursery or public park or playground; (2) adequate provisions for security must be provided as per 105 CMR 725.000; (3) signage is limited to one building sign and one free standing sign, neither to exceed ten square feet; and (4) Pursuant to 105 CMR 725.000 there shall be no display on the exterior of the facility of any advertisements for marijuana or any brand name, nor any graphics related to marijuana or paraphernalia.

The Applicant complies with all of these requirements.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$35.00

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

[Special Filing Instructions](#)

Articles of Organization

(General Laws, Chapter 180)

Federal Employer Identification Number: 001102121 (must be 9 digits)

ARTICLE I

The exact name of the corporation is:

MEDICAL MARIJUANA OF MASSACHUSETTS, INC.

ARTICLE II

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

THE PURPOSE OF THE CORPORATION IS TO PROMOTE ACCESS TO HEALTH CARE IN THE COMMONWEALTH AND TO ENGAGE IN SUCH OTHER ACTIVITIES AS MAY BE CONDUCTED BY A CORPORATION ORGANIZED UNDER MASSACHUSETTS GENERAL LAWS CHAPTER 180. THE CORPORATION IS NOT ORGANIZED TO OPERATE A MEDICAL MARIJUANA TREATMENT CENTER OR ACQUIRE, CULTIVATE, POSSESS, TRANSFER, TRANSPORT, SELL OR DISTRIBUTE MARIJUANA UNLESS PROPERLY LICENSED IN ACCORDANCE WITH MASSACHUSETTS LAW.

ARTICLE III

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

THE CORPORATION WILL HAVE NO MEMBERS.

ARTICLE IV

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

(If there are no provisions state "NONE")

A. THE CORPORATION MAY BE A PARTNER, EITHER GENERAL OR LIMITED, IN ANY BUSINESS ENTERPRISE WHICH IT WOULD HAVE THE POWER TO CONDUCT BY ITSELF. B. NO OFFICER OR DIRECTOR SHALL BE PERSONALLY LIABLE TO THE CORPORATION FOR MONETARY DAMAGES FOR BREACH OF FIDUCIARY DUTY AS AN OFFICER OR DIRECTOR, NOTWITHSTANDING ANY PROVISION OF LAW IMPOSING SUCH LIABILITY; PROVIDED, HOWEVER, THAT THIS PROVISION SHALL NOT ELIMINATE THE LIABILITY OF AN OFFICER OR DIRECTOR, TO THE EXTENT THAT SUCH LIABILITY IS IMPOSED BY APPLICABLE LAW, (I) FOR ANY BREACH OF THE OFFICER'S OR DIRECTOR'S DUTY OF LOYALTY TO THE CORPORATION, (II) FOR ACTS OR OMISSIONS NOT IN GOOD FAITH OR WHICH INVOLVE INTENTIONAL MISCONDUCT OR A KNOWING VIOLATION OF LAW, (III) FOR ANY

TRANSACTION FROM WHICH THE OFFICER OR DIRECTOR DERIVED AN IMPROPER PERSONAL BENEFIT, OR (IV) PURSUANT TO MASSACHUSETTS GENERAL LAWS CHAPTER 180, SECTION 6C. IF CHAPTER 180 OF THE MASSACHUSETTS GENERAL LAWS IS AMENDED TO AUTHORIZE CORPORATE ACTION FURTHER ELIMINATING OR LIMITING THE PERSONAL LIABILITY OF OFFICERS OR DIRECTORS, THEN THE LIABILITY OF AN OFFICER OR DIRECTOR OF THE CORPORATION SHALL BE ELIMINATED OR LIMITED TO THE FULLEST EXTENT PERMITTED BY CHAPTER 180 OF THE MASSACHUSETTS GENERAL LAWS, AS SO AMENDED FROM TIME TO TIME.

Notes: The preceding four (4) articles are considered to be permanent and may only be changed by filing appropriate Articles of Amendment.

ARTICLE V

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

ARTICLE VI

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

ARTICLE VII

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

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

No. and Street: C/O ANKNER & LEVY, P.C.
116 HUNTINGTON AVENUE
 City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code	Expiration of Term
PRESIDENT	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board
TREASURER	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board
CLERK	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board
DIRECTOR	LIANNE ANKNER	226 BEACON STREET BOSTON, MA 02116 USA C/O ANKNER & LEVY, P.C., 116 HUNTINGTON AVENUE BOSTON, MA 02116 USA	Annual Meeting of Board

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

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

Name: LIANNE ANKNER
No. and Street: C/O ANKNER & LEVY, P.C.
116 HUNTINGTON AVENUE
City or Town: BOSTON State: MA Zip: 02116 Country: USA

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

LIANNE ANKNER

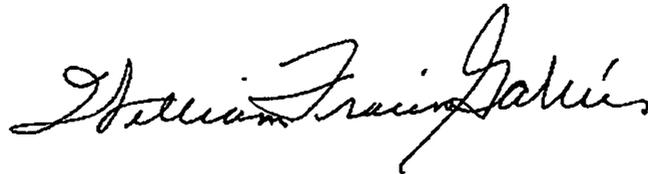
IN WITNESS WHEREOF AND UNDER THE PAINS AND PENALTIES OF PERJURY, I/we, whose signature(s) appear below as incorporator(s) and whose name(s) and business or residential address (es) beneath each signature do hereby associate with the intention of forming this business entity under the provisions of General Law, Chapter 180 and do hereby sign these Articles of Organization as incorporator(s) this 19 Day of March, 2013. (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.)

LIANNE ANKNER

THE COMMONWEALTH OF MASSACHUSETTS

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

March 19, 2013 09:41 AM

A handwritten signature in cursive script that reads "William Francis Galvin". The signature is written in black ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$15.00

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

Special Filing Instructions

Articles of Amendment

(General Laws, Chapter 180, Section 7)

Identification Number: 001102121

We, JONATHAN HERLIHY President Vice President,

and LIANNE ANKNER Clerk Assistant Clerk ,

of MEDICAL MARIJUANA OF MASSACHUSETTS, INC.
located at: 9 COLLINS AVENUE PLYMOUTH , MA 02630 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1 Article 2 Article 3 Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 11/30/2017 , by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

TRIPLEXM CORP.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

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

ARTICLE IV

As amended, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its

directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

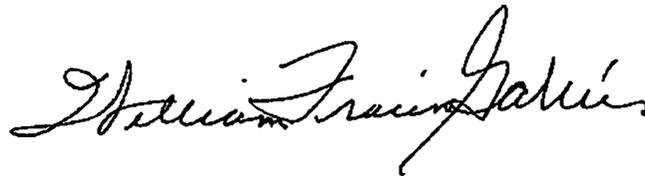
Later Effective Date:

**Signed under the penalties of perjury, this 1 Day of December, 2017, JONATHAN HERLIHY, its ,
President / Vice President,
LIANNE ANKNER, Clerk / Assistant Clerk.**

THE COMMONWEALTH OF MASSACHUSETTS

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

December 01, 2017 01:14 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$15.00

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

Articles of Amendment

(General Laws, Chapter 180, Section 7)

Identification Number: 001102121

We, JONATHAN HERLIHY **President** **Vice President**,

and LIANNE ANKNER **Clerk** **Assistant Clerk**,

of TRIPLEXM CORP.

located at: 9 COLLINS AVENUE PLYMOUTH, MA 02630 USA

do hereby certify that these **Articles of Amendment** affecting articles numbered:

Article 1 Article 2 Article 3 Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 12/4/2017, by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

MM-MA.ORG, INC.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

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

ARTICLE IV

As amended, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its

directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

Later Effective Date:

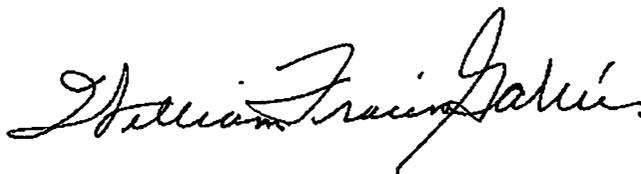
**Signed under the penalties of perjury, this 4 Day of December, 2017, JONATHAN HERLIHY, its ,
President / Vice President,
LIANNE ANKNER, Clerk / Assistant Clerk.**

THE COMMONWEALTH OF MASSACHUSETTS

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

deemed to have been filed with me on:

December 04, 2017 11:06 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$15.00

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

Articles of Amendment

(General Laws, Chapter 180, Section 7)

Identification Number: 001102121

We, JONATHAN HERLIHY President Vice President,

and LIANNE ANKNER Clerk Assistant Clerk ,

of MM-MA.ORG, INC.

located at: 9 COLLINS AVENUE PLYMOUTH , MA 02630 USA

do hereby certify that these Articles of Amendment affecting articles numbered:

Article 1 Article 2 Article 3 Article 4

(Select those articles 1, 2, 3, and/or 4 that are being amended)

of the Articles of Organization were duly adopted at a meeting held on 12/7/2017 , by vote of: 0 members, 3 directors, or 0 shareholders, being at least two-thirds of its members/directors legally qualified to vote in meetings of the corporation (or, in the case of a corporation having capital stock, by the holders of at least two thirds of the capital stock having the right to vote therein):

ARTICLE I

The exact name of the corporation, **as amended**, is:
(Do not state Article I if it has not been amended.)

M3 VENTURES, INC.

ARTICLE II

The purpose of the corporation, **as amended**, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

ARTICLE III

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

ARTICLE IV

As amended, other lawful provisions, if any, for the conduct and regulation of the business and affairs of the corporation, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its

directors or members, or of any class of members, are as follows:
(If there are no provisions state "NONE")

The foregoing amendment(s) will become effective when these Articles of Amendment are filed in accordance with General Laws, Chapter 180, Section 7 unless these articles specify, in accordance with the vote adopting the amendment, a *later* effective date not more than *thirty days* after such filing, in which event the amendment will become effective on such later date.

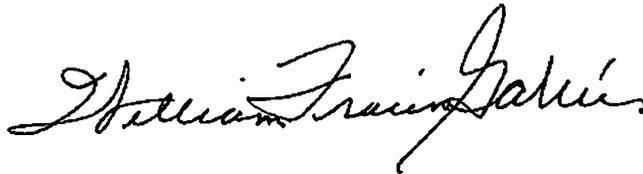
Later Effective Date:

**Signed under the penalties of perjury, this 8 Day of December, 2017, JONATHAN HERLIHY, its ,
President / Vice President,
LIANNE ANKNER, Clerk / Assistant Clerk.**

THE COMMONWEALTH OF MASSACHUSETTS

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

December 08, 2017 08:25 AM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**AMENDED AND RESTATED BYLAWS
OF
MEDICAL MARIJUANA OF MASSACHUSETTS, INC.**

Effective October 15, 2015

ARTICLE 1

NAME, PURPOSES, LOCATION,
CORPORATE SEAL AND FISCAL YEAR

1.1 Name and Purposes. The name and purposes of the Organization shall be as set forth in the Articles of Organization of the Organization in effect from time to time (“Articles of Organization”), and shall at all times operate on a non-profit basis for the benefit of Registered Qualifying Patients (as that term is defined in 105 CMR 725.004) and shall ensure that revenue of the Organization is used solely in furtherance of its non-profit purpose.

1.2 Location. The principal office of the Organization in the Commonwealth of Massachusetts shall initially be located at the place set forth in the Articles of Organization of the Organization. The Directors may change the location of the principal office in the Commonwealth of Massachusetts effective upon the filing of a certificate or annual report with the Secretary of the Commonwealth.

1.3 Corporate Seal. The Directors may adopt and alter the seal of the Organization.

1.4 Fiscal Year. The fiscal year of the Organization shall, unless otherwise decided by the Directors, end on December 31 in each year.

ARTICLE 2

MEMBERSHIP

The Organization shall have no members. Any membership action or vote required or permitted by law shall be taken in the same manner by action or vote of the Directors of the Organization.

ARTICLE 3

BOARD OF DIRECTORS

3.1 Powers. The affairs of the Organization shall be managed by the Board of Directors, who shall have and may exercise all the powers of the Organization.

3.2 Composition, Number and Election. The Board of Directors shall be comprised of five (5) individuals, two (2) of whom shall have no financial or ownership relationship with Triple M Management Company, LLC.. The Directors shall be elected by the Directors at each annual meeting. The Directors shall determine the term to be served by each Director, which terms may be equal or staggered in the Directors’ discretion.

3.3 Committees. The Board of Directors may elect or appoint one or more committees and may delegate to any such committee or committees any or all of its powers; provided that any committee to which the powers of the Board of Directors are delegated shall consist solely of Directors. Unless the Board of Directors otherwise designates, committees shall conduct their affairs in the same manner as is provided in these Bylaws for the Board of Directors. The members of any committee shall remain in office at the pleasure of the Board of Directors.

3.4 Suspension or Removal. A Director may be removed or suspended with or without cause by vote of two-thirds of the Directors then in office. A Director may be removed with cause only after reasonable notice and opportunity to be heard.

3.5 Resignation. A Director may resign by delivering his or her written resignation to the President, Treasurer or Clerk of the Organization, to a meeting of the Board of Directors, or to the Organization at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time) and acceptance thereof shall not be necessary to make it effective unless it so states.

3.6 Vacancies. Any vacancy in the Board of Directors may be filled in accordance with Section 3.2. The Directors may exercise all their powers notwithstanding the existence of one or more vacancies in the Board of Directors.

3.7 Annual Meeting. The annual meeting of the Board of Directors shall be held on such date and at such hour and place as the Directors or an officer designated by the Directors shall determine. In the event that no date for the annual meeting is established or such meeting has not been held on the date so determined, a special meeting in lieu of the annual meeting may be held with all of the force and effect of an annual meeting.

3.8 Regular and Special Meetings. Regular meetings of the Directors may be held at such places and at such times as the Directors may determine. Special meetings of the Directors may be held at any time and at any place when called by the President or by any two or more Directors.

3.9 Notice for Meetings. Five (5) business days' notice by mail, electronic mail, facsimile, telephone or other verbal communication shall be given for an annual or special meeting unless shorter notice is adequate under the circumstances. No notice need be given for a regular meeting as long as the schedule of regular meetings has previously been given to each Director. Whenever notice of a meeting is required, such notice need not be given to any Director if a written waiver of notice, executed before or after the meeting, is filed with the records of the meeting, or to any Director who attended the meeting without protesting prior thereto or at its commencement the lack of notice to such Director. Neither such notice nor waiver of notice need specify the purposes of the meeting, unless otherwise required by law, the Articles of Organization or these Bylaws.

3.10 Quorum. At any meeting of the Board of Directors a majority of the Directors then in office shall constitute a quorum. Any meeting may be adjourned by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice.

3.11 Action by Vote. When a quorum is present at any meeting, a majority of the Directors present and voting shall decide any questions, including election of officers, unless otherwise provided by law, the Articles of Organization, or these Bylaws.

3.12 Action by Writing. Any action required or permitted to be taken at any meeting of the Board of Directors may be taken without a meeting if all the Directors consent to the action in writing, or to the extent permitted by law, by electronic means, and such written or electronic consents, as applicable, are filed with the records of the meetings of the Directors. Such consents shall be treated for all purposes as a vote at a meeting.

3.13 Presence through Communications Equipment. Unless otherwise provided by law or by the Articles of Organization, members of the Board of Directors or any committee designated thereby may participate in a meeting of such Board or committee by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

3.14 Compensation. Directors shall be entitled to receive for their services such reasonable amount, if any, as the Board of Directors may from time to time determine, which may include reasonable expenses of attendance at meetings. Directors shall not be precluded from serving the Organization in any other capacity and receiving reasonable compensation for any such services. In the event of the resignation or, except where expressly provided otherwise in a duly authorized written agreement with the Organization, the removal of a Director in accordance with Section 3.4 above, such Director shall have no right to any compensation for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month, the year, or otherwise, unless the Board of Directors shall in its discretion provide for such compensation.

ARTICLE 4

OFFICERS AND AGENTS

4.1 Number and Qualification. The officers of the Organization shall be a President, Treasurer, Clerk and such other officers, if any, as the Directors may determine. The Organization may also have such agents, if any, as the Directors may appoint. An officer may but need not be a Director. The Clerk shall be a resident of Massachusetts unless the Organization has a resident agent duly appointed for the purpose of service of process. A person may hold more than one office at the same time. If required by the Directors, any officer shall give the Organization a bond for the faithful performance of his or her duties in such amount and with such surety or sureties as shall be satisfactory to the Board of Directors.

4.2 Election. The President, Treasurer and Clerk shall be elected by the Board of Directors for one (1) year terms at every annual meeting of the Board of Directors or special meeting in lieu thereof. Other officers, if any, may be elected by the Board of Directors at any time.

4.3 Tenure. The President, Treasurer and Clerk elected at annual meetings shall each hold office until the next annual meeting of the Board of Directors following their election, and until his or her successor is chosen and qualified, and each other officer shall hold office until the

next annual meeting of the Board of Directors unless a shorter period shall have been specified by the terms of his or her election or appointment, or in each case until he or she sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain his or her authority at the pleasure of the Board of Directors.

4.4 Chairman of the Board of Directors. If a chairman of the Board of Directors is elected, he or she shall preside at all meetings of the Board of Directors, except as the Board of Directors shall otherwise determine, and shall have such other powers and duties as may be determined by the Board of Directors.

4.5 President and Vice President. The President shall be the chief executive officer of the Organization and, subject to the control of the Board of Directors, shall have general charge and supervision of the affairs of the Organization. If no chairman of the Board of Directors is elected, the President shall preside at all meetings of the Board of Directors.

The vice president or vice presidents, if any, shall have such duties and powers as the Board of Directors shall determine. The vice president, or first vice president if there is more than one, shall have and may exercise all the powers and duties of the President during the absence of the President or in the event of his or her inability to act.

4.6 Treasurer. The Treasurer shall be the chief financial officer and the chief accounting officer of the Organization. He or she shall be in charge of its financial affairs, funds, securities and valuable papers and shall keep full and accurate records thereof. He or she shall have such other duties and powers as designated by the Board of Directors or the President. He or she shall also be in charge of the Organization's books of account and accounting records and of its accounting procedures.

4.7 Clerk. The Clerk shall record and maintain records of all proceedings of the Board of Directors in a book or series of books kept for that purpose, which book or books shall be kept within the Commonwealth at the principal office of the Organization or at the office of its Clerk or of its resident agent and shall be open at all reasonable times to the inspection of any Director. Such book or books shall also contain records of all meetings of incorporators and the original, or attested copies, of the Articles of Organization and Bylaws and names of all Directors and the address of each. If the clerk is absent from any meeting of Directors, a temporary clerk chosen at the meeting shall exercise the duties of the Clerk at the meeting.

4.8 Salaries. Salaries of the officers, if any, may be fixed from time to time by the Board of Directors, and no officer shall be prevented from receiving such salary by reason of the fact that he or she is also a Director of the Organization. In the event of the resignation or, except where expressly provided otherwise in a duly written agreement with the Organization, the removal of an officer in accordance with Section 4.9 below, such officer shall have no right to any compensation for any period following his or her resignation or removal, or any right to damages on account of such removal, whether his or her compensation be by the month, the year, or otherwise, unless the Board of Directors shall in its discretion provide for such compensation.

4.9 Suspension or Removal. An officer may be suspended or removed with or without cause by vote of a majority of Directors then in office at any special meeting called for such purpose or at any regular meeting.

4.10 Resignation. An officer may resign by delivering his or her written resignation to the President, Treasurer or Clerk of the Organization, to a meeting of the Board of Directors, or to the Organization at its principal office. Such resignation shall be effective upon receipt (unless specified to be effective at some other time), and acceptance thereof shall not be necessary to make it effective unless it so states.

4.11 Vacancies. If the office of any officer becomes vacant, the Board of Directors may elect a successor. Each such successor shall hold office for the unexpired term and, in the case of the President, Treasurer and Clerk, until his or her successor is elected and qualified, or in each case until he or she sooner dies, resigns, or is removed or becomes disqualified.

ARTICLE 5

EXECUTION OF PAPERS

Except as the Board of Directors may generally or in particular cases authorize the execution thereof in some other manner, all deeds, leases, transfers, contracts, bonds, notes, checks, drafts and other obligations made, accepted or endorsed by the Organization shall be signed by the President or by the Treasurer.

ARTICLE 6

INDEMNIFICATION

The Organization shall, to the maximum extent legally permissible, indemnify each of its Directors and officers against all liabilities and expenses which he/she has reasonably incurred by reason of, in connection with, or arising out of any actual or threatened proceeding in which he/she may be or become involved by reason of his/her being or having been such a Director or officer; provided, however, that such indemnification is only permissible if the Board of Directors has determined, by a majority vote of disinterested Directors, that such Director or officer: (1) acted in good faith in the reasonable belief that his/her action was in the best interests of the Organization (or that his/her conduct was at least not opposed to the best interests of the Organization) and in the case of a criminal proceeding, he/she had no reasonable cause to believe his/her conduct was unlawful, or (2) to the extent that such matter relates to service with respect to an employee benefit plan, he/she acted in the best interests of the participants or beneficiaries of such employee benefit plan and at least not opposed to the best interests of the Organization, or (3) acted in such a manner as to avail himself/herself of the limitation of personal liability for monetary damage for breach of fiduciary duty as a Director, or (4) was the prevailing party, on the merits or otherwise, in the defense of any proceeding to which such Director or officer was a party because he/she was a Director or officer of the Organization; and provided further that, in the event that a settlement of any such proceeding is proposed or effected, indemnification will only be made if the Board of Directors, based upon the advice of counsel, resolves that such settlement is in the best interest of the Organization.

The indemnification provided for herein shall include payment by the Organization of reasonable expenses incurred in defending a proceeding in advance of the final disposition of such proceeding if the Director or officer provides the Organization with (1) a written affirmation of his/her good faith belief that he/she has met the relevant standard of conduct described in this Article to entitle him/her to indemnification, and (2) a written unlimited general

obligation by him/her to repay such payment if the Board of Directors determines, in accordance with this Article, that he/she is not entitled to indemnification. Any such indemnification shall be provided although the person to be indemnified is no longer an officer or Director of the Organization or of such other organization. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any Director or officer may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than Directors and officers may be entitled by contract or otherwise under law.

The Board of Directors shall have the power to purchase and maintain insurance on behalf of any person to whom it may provide indemnification as set forth above, against any liability incurred by him/her in any such capacity, or arising out of his/her status as such, whether or not the Organization would actually have the power to indemnify him/her against such liability under the terms hereof.

ARTICLE 7

CONFLICT OF INTEREST

The purpose of the conflict of interest policy is to protect the Organization's interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director or officer of the Organization to ensure that the revenue of the Organization is used solely in furtherance of its non-profit purpose (pursuant to 105 CMR 725.100). For purposes of this policy, a potential conflict of interest exists when an Interested Person (defined below) has a Financial Interest (defined below).

Section 7.1 Definitions.

- (a) Interested Person. Any director or officer who has a direct or indirect Financial Interest, as defined below, is an Interested Person.
- (b) Financial Interest. A person has a Financial Interest if the person has, directly or indirectly, through business, investment or family:
 - (i) an ownership or investment interest in any entity with which the Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement); or
 - (ii) a compensation arrangement with any entity or individual with which the Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement); or
 - (iii) a potential ownership or investment interest in, or potential compensation arrangement with any entity or individual with which the

Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement); or

(iv) a director, officer, trustee or other management position with any entity with which the Organization has a transaction or arrangement (or is contemplating entering into such transaction or arrangement).

- (c) Compensation. Compensation includes direct and indirect remuneration. Compensation also includes gifts or favors that are substantial in nature.

Section 7.2 Duty to Disclose. An Interested Person must disclose the existence of his or her Financial Interest to the Organization and must be given the opportunity to disclose all material facts to the directors considering the proposed transaction or arrangement (or, to the extent not previously disclosed, an already existing transaction or arrangement).

Section 7.3 Procedures for Addressing the Conflict of Interest.

- (a) The Interested Person may make a presentation at the board meeting, and may also be present during the discussion of, and the vote on, the transaction or arrangement that results in the potential conflict of interest.
- (b) After exercising due diligence, the board shall determine by a majority vote of the disinterested directors, even though the disinterested directors be less than a quorum, whether the transaction or arrangement is fair and reasonable to the Organization and is solely in furtherance of its non-profit purpose, notwithstanding the existence of the Interested Person's Financial Interest in the proposed transaction or arrangement, and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.

ARTICLE 8

AMENDMENTS

These Bylaws may be altered, amended or repealed in whole or in part by vote of a majority of the Directors then in office.

CERTIFICATE

The undersigned, the Clerk of Medical Marijuana of Massachusetts, Inc. (the "Organization"), hereby certifies that attached hereto is a true and accurate copy of the Amended and Restated Bylaws of the Organization duly adopted by the Board of Directors of the Organization on October 15, 2015.

IN WITNESS WHEREOF, the undersigned has executed this Certificate as an instrument under seal as of this 15th day of October, 2015.



Lianne Ankner, Clerk



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PAOLO SEPE
M3 VENTURES, INC
9 COLLINS AVE
PLYMOUTH MA 02360-4808

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, M3 VENTURES, 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?

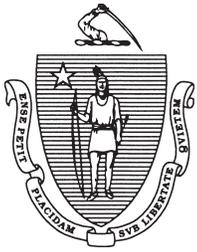
If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

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



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

William Francis Galvin
Secretary of the
Commonwealth

Date: May 24, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,
M3 VENTURES, INC.

is a domestic corporation organized on **March 19, 2013**

I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 180 section 26 A, for revocation of the charter of said corporation; that the State Secretary has not received notice of dissolution of the corporation pursuant to Massachusetts General Laws, Chapter 180, Section 11, 11A, or 11B; 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: 19050507180

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

Processed by:

Dispensing Policies and Procedures for Applicant MRN282350

The Applicant is co-locating its adult use Marijuana Retailer location with its Registered Marijuana Dispensary Retail location. Pursuant to 935 CMR 500.101(2)(a) and (e)8, there are no updates/modifications to the Applicant's dispensing policies and procedures for an adult-use Marijuana Establishment other than the following: No one under the age of 21 shall be permitted entry to the Applicant's adult use Marijuana Establishment; provided, however, that a marijuana for medical use registered patient who is at least 18 but younger than 21 may access the Registered Marijuana Dispensary upon proof of his/her patient registration card issued by DPH or the CCC as well as proof of identification; and provided further that a marijuana for medical use registered patient who is younger than 18 may access the Registered Marijuana Dispensary only if he/she can provide proof his his/her patient registration card issued by DPH or the CCC and only while accompanied by a personal caregiver who is at least 18 years old who can produce a personal caregiver registration card issued by DPH or the CCC as well as proof of identification. The Applicant will use an identification scanner to ensure that the identification provided is valid.

The Applicant will separate the two operations physically in the Retail Dispensary as well as at the point of sale. The interior of the Retail Dispensary will have 13 transaction stations: 3 of which will be designated as only for medical patients; the remaining 10 will be able to be accessed by adult use customers, or if the medical patient so chooses, by medical patients as well. The 3 medical-only transaction stations will be separated from non-medical transaction stations by a semi-permanent stanchion and separate designated waiting lines. The Applicant intends to accommodate this larger transactional area by expanding the existing building that it currently uses for medical sales.

The Applicant will sell the exact same medical marijuana flower products to its medical patients and recreational customers. With respect to marijuana infused products, the Applicant intends to primarily provide the same category of product for both its medical patients and adult use customers. However, there may be some categories of product which will only be sold to medical patients because they contain a higher TAC level than permitted by law for recreational sale (e.g., an MIP with individual serving in excess of 5 mgs THC). The Applicant's entire inventory will be allocated to either Adult Use or Medical, as appropriate based on the product.

The inventory is virtually separated in Metrc and the Applicant's seed-to-sale software, LeafLogix, which is a CCC approved point-of-sale system. The seed-to-sale software and Metrc only permit sales within the appropriate license – as a result, if a sales person is “logged in” under the adult use license, then only inventory that is barcoded as adult use will be recognized by the seed-to-sale software; no barcode on a medical product in such a circumstance will be recognized. Similarly, if a sales person is “logged in” under the medical license, then only the inventory that is barcoded as medical will be recognized by the seed-to-sale software. In addition to virtual separation, the medical product will be stored solely in the drawers that are at the medical-only transaction stations and the adult use product will be stored solely in the drawers that are designated as adult use. If a medical patient wishes to receive services at an adult use transaction counter, the sales person will need to log out of the adult use license and log in under the medical license and will need to retrieve product from the medical only transaction drawers.

Recreational customers will only be able to purchase up to 1 ounce of flower or 5 grams of concentrate per person per day. Medical marijuana patients will continue to be able to purchase up to 10 ounces of

marijuana (or dry weight equivalent) over a 60 day period. The Applicant will allocate the adult use tax of 20% to recreational sales and will report/pay the same to the Commonwealth.

Because the Applicant has been dispensing adult use for less than 6 months, it will reserve 35% of the its marijuana products. After 6 months of adult use dispensing, it shall reserve marijuana products for patient supply, unless unreasonably impracticable, that reflect the actual types and strains of marijuana products documented during the previous 6 months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the Applicant as closely as possible. The Applicant's seed-to-sale software program will track whether the sale of marijuana product is made to a medical patient or recreational customer. The Applicant will maintain and provide to the CCC on a biannual basis accurate sales data collected by the Applicant during the prior 6 months for the purpose of ensuring an adequate supply of marijuana and marijuana products for its medical patients and personal caregivers.

The Applicant will refuse to sell marijuana products to a consumer if any of its dispensing agents believes the consumer or public would be placed at risk.

None of the Applicant's products will contain (1) nicotine, or (2) alcohol.

The Applicant does not utilize software or other methods to manipulate or alter sales data, and engages a third party consultant to audit its computers each month to conform no such software has been installed. In the event an audit reveals that such software has been installed or other methods have been utilized to manipulate or alter sales data, the Applicant will immediately disclose the information to the CCC, cooperate in any investigation, and take such other action directed by the CCC.

The Applicant has a separate private room adjacent to the medical sales floor for the purpose of patient consultation.

The Applicant has educational materials regarding the use of marijuana printed in English, Spanish and Portuguese, and braille available for consumers and patients in its reception area. The Applicant subscribes to an online live video interpretation service (Stratus) for sign language and 35 other languages.

The Applicant's educational materials include the following:

- 1) A warning that marijuana has not been analyzed or approved by the FDA, there is limited information on side effects, that there may be health risks, and that it should be kept away from children;
- 2) A warning that when under the influence of marijuana, driving is prohibited by M.G.L. c. 90 § 24 and machinery should not be operated;
- 3) Information to assist in the selection of marijuana;
- 4) A log to enable consumers and patients track the strains used and their associated effects;
- 5) Information describing proper dosage (start low and go slow);
- 6) A discussion of tolerance, dependence and withdrawal;
- 7) Facts regarding substance abuse signs and symptoms and referral sources regarding substance abuse prevention;
- 8) A statement that consumers may not sell marijuana to any other individual; and
- 9) Information regarding penalties for possession or distribution.

Diversity plan to promote equity among members of the Equity Pool in the operation of M3 Ventures, Inc.'s (d/b/a Triple M) Marijuana Establishments for Mashpee.

Triple M's plan is specifically designed to promote equity among members of the "Equity Pool", defined to include the following demographics:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are lesbian, gay, bisexual, transgender, queer and/or questioning their sexual and/or gender identity.

Triple M strives to provide opportunities to allow all individuals in its workforce (inclusive of all members of the Equity Pool) to achieve success and to ensure there are no barriers impacting employee attraction, selection, participation, retention, and promotion, thereby enabling opportunity for employment success and career growth.

Diversity Goal #1

Triple M's Diversity Goal #1 is to have its new workforce that will be hired in connection with the opening of its Mashpee Adult Use Establishment to be comprised of thirty percent (30%) of members in the Equity Pool.

a. Programs to Support Goal #1

- Targeted recruitment
 - Triple M will work with local organizations to ensure the representation of members of the Equity Pool as workforce applicants.
 - Advertising for job positions without imposing unnecessary educational background requirements. Job postings on the Applicant's website, local Veteran's associations and online with "Indeed" will occur within 30 days after the Applicant receives its provisional license and will remain posted for 3 weeks thereafter and will re-occur on an as needed basis to support applicants for any job openings.
 - When drafting job descriptions, Triple M will minimize the number of industry specific skills or experiences required that may confuse or deter candidates from the Equity Pool.
 - The Applicant will select members of the Equity Pool where quality and seniority are relatively equal.

b. Metrics to measure whether Goal #1 is successful or requirements more improvement

Within 3 months prior to expiration of its annual Mashpee Adult Use Marijuana Establishment license, Triple M will review and analyze the effectiveness of its Diversity Programs as it relates to its Goals and will compile documentation that supports its analysis and its efforts in achieving its Goals. From that review and analysis, it will determine what changes should be made for the subsequent license renewal year in terms of new diversity Goals and Programs. The metrics that Triple M will look at for Diversity Goal #1 is the percentage of individuals from the Equity Pool that were hired as part of the newly hired Mashpee Adult Use Establishment workforce during the Measuring Period (which is defined for the first year as the period from the date of Triple M's award of its provisional Mashpee Adult Use Marijuana Establishment license up through the third month prior to license renewal, and for every year thereafter from the date that is three months prior to license renewal through the twelve month period thereafter).

Diversity Goal # 2

Triple M's goal is to retain and promote individuals it hires in the Equity Pool. Specifically, Triple M's goal is to maintain an annual retention rate of 75% of all individuals hired from the Equity Pool and that 25% of its promotions during the Measuring Period will derive from members of the Equity Pool.

a. Programs to Support Goal #2

- Employee development programs
 - On going, real time training to help employees attain promotions into higher levels of responsibility. While this training occurs informally on a day-to-day basis, a more formal review and recommendations to achieve greater responsibility will occur on an annual basis during the employee review cycle.
- Access to flexible scheduling
 - Offering up to 20% of its workforce the opportunity to be engaged on a part-time basis with flexible scheduling.
- Employee performance management and communication
 - Triple M's management program includes transparency and accountability on employee expectations, career development opportunities, coaching and discipline, as well as a performance review process where employees have the opportunity, on an annual basis, to provide feedback on their supervisor.

b. Metrics to measure whether Goal #1 is successful or requirements more improvement

Within 3 months prior to expiration of its annual Mashpee Adult Use Marijuana Establishment license, Triple M will review and analyze the effectiveness of its Diversity Programs as it relates to its Goals during the Measuring Period and will compile documentation that supports its analysis and its efforts in achieving its Goals. From that review and analysis, it will determine what changes should be made for the subsequent license renewal year in terms of new Goals and new Programs. The metrics that Triple M will look at for Diversity Goal #2 are the percentage of employees from the Equity Pool that continued to be employed by the Applicant

during the Measuring Period and the percentage of employees from the Equity Pool that were promoted during the Measuring Period.

Triple M's current workforce evidences its commitment to equity and equality, as its workforce includes minorities, women, veterans, and individuals with disabilities, including 67% of its Executive Management Team and 60% of its Board of Directors.

Triple M acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides for the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Date

FINANCIAL RECORDS PLAN

Financial records are kept in accordance with general accounting principles and include the following:

1. Assets and liabilities, for a period of six (6) years;
2. Copies of the most recent third party financial audit for a period of six (6) years;
3. Monetary transactions, for a period of four (4) years;
4. Pricing lists of its Final Marijuana Product for a period of two (2) years;
5. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of six (6) years;
6. Sales records that (a) for Medical Marijuana sales indicates the name of the Patient or Personal Caregiver to whom marijuana and MIPs have been dispensed, including the quantity, form, and cost, and (b) for Adult Use Marijuana sales indicates quantity, form and cost of marijuana products, each for a period of four (4) years; and
7. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company, including members of the Company as a non-profit corporation (if any) while the individual is affiliated with the Company and for a period of three (3) years thereafter.

Financial records are maintained for at least a two (2) year period following closure of the Company, or longer, as noted above (or below).

The Company is co-locating its Registered Marijuana Retail Dispensary with its adult use Marijuana Retailer operations. The Company will separate the two operations physically in the Retail Dispensary as well as at the point of sale. The interior of the Retail Dispensary will have 13 transaction stations: 3 of which will be designated as only for medical patients; the remaining 10 will be able to be accessed by adult use customers, or if the medical patient so chooses, by medical patients as well. The 3 medical-only transaction stations will be separated from non-medical transaction stations by a semi-permanent stanchion and separate designated waiting lines. The Company intends to accommodate this larger transactional area by expanding the existing building that it currently uses for medical sales.

The Company will sell the exact same medical marijuana flower products to its medical patients and recreational customers. With respect to marijuana infused products, the Company intends to primarily provide the same category of product for both its medical patients and adult use customers. However, there may be some categories of product which will only be sold to medical patients because they contain a higher TAC level than permitted by law for recreational

sale (e.g., an MIP with individual serving in excess of 5 mgs THC). The Company's entire inventory will be allocated to either Adult Use or Medical, as appropriate based on the product.

The inventory is virtually separated in Metrc and the Company's seed-to-sale software. The seed-to-sale software and Metrc only permit sales within the appropriate license – as a result, if a sales person is “logged in” under the adult use license, then only inventory that is barcoded as adult use will be recognized by the seed-to-sale software; no barcode on a medical product in such a circumstance will be recognized. Similarly, if a sales person is “logged in” under the medical license, then only the inventory that is barcoded as medical will be recognized by the seed-to-sale software. The Company's seed—to-sale software separate out the cash and debit card transactions related to adult use transactions and those that are related to medical transactions.

The Company will allocate the adult use tax of 20% to recreational sales and will report/pay the same to the Commonwealth. The Company will comply with 803 CMR 62C.25:1 and Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. In general, the Company's POS system record **all** transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected. In particular, the Company maintains a complete and accurate record of the gross receipts/expenditures from all purchases and sales, whether or not taxable.

Further, the Company maintains daily records of all non-cash transactions affecting accounts payable, records of all cash receipts and cash disbursements, including any check transactions, documents which evidence the original transaction, and records or lists concerning inventories, fixed assets or prepaid items, and a ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger clearly classifies the individual accounts receivable and payable and the capital account.

All such are easily locatable, and organized and in such form so that the DOR can ascertain whether liability for tax is incurred and, if so, the amount of liability. All such records are made available to the DOR upon request and are preserved for no less than 6 years.

The Company's POS systems' sales and transactions are made through a computer system. The system records what is being sold, the selling price, and the quantity sold. It then calculates the total due, including tax, and how much change is due.

Each POS transaction record provides enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Detailed information required for each sales transaction includes, but is not limited to the: individual item(s) sold, selling price, tax due, invoice number, date of sale, method of payment, and POS terminal number and POS transaction number.

The Company's electronic records permit the direct reconciliation of the receipts, invoices, and other source documents with the entries in the books and records and on the returns of a taxpayer. The Company's POS system maintains auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The records provide the opportunity to trace any transaction back to the original source or forward to a final total (i.e., audit trail details).

Because the Company has been dispensing adult use for less than 6 months, it will reserve 35% of its marijuana products for medical sales. After 6 months of adult use dispensing, it shall reserve marijuana products for patient supply, unless unreasonably impracticable, that reflect the actual types and strains of marijuana products documented during the previous 6 months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the Company as closely as possible.

The Company will perform weekly audits of patient supply of medical marijuana available with the Company and shall retain those records for a period of 6 months. Quarterly, the Company shall submit to the CCC an inventory plan to reserve a sufficient quantity and variety of marijuana for registered patients. On a bi-annual basis, the Company will also provide to the CCC accurate sales data collected during the prior 6 months for the purpose of ensuring an adequate supply of medical marijuana. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, the Company will submit a report to the CCC.

The Company does not utilize software or other methods to manipulate or alter sales data, and engages a third party consultant to audit its computers each month to conform no such software has been installed. In the event an audit reveals that such software has been installed or other methods have been utilized to manipulate or alter sales data, the Company will immediately disclose the information to the CCC, cooperate in any investigation, and take such other action directed by the CCC. The Company maintains the records that demonstrates the monthly audit for a period of two (2) years.

PERSONNEL POLICIES AND PROCEDURES

SECTION 8

Scope

Each board member, director, employee (including a consultant or contractor who provides on-site services to the Company relating to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana), executive, manager and volunteer associated with the Company is a “Dispensary Agent”.

Please refer to the Company’s Staff Member Handbook, which is a comprehensive manual that provides information to guide Dispensary Agents’ behavior towards and relationship with the Company.

Registration of Dispensary Agents

Each Dispensary Agent must be registered with CCC. The Company applies for a Dispensary Agent registration for each of its Dispensary Agents. In addition, with respect to accessing CCC’s MMJ Online System, the Executive Management Team will be registered as RMD Principals.

For each individual who wishes to be a Dispensary Agent at the Company, and who the Company wishes to be associated with it, the Company shall:

1. Require the individual to provide a copy of his or her driver’s license, government-issued identification card, or other verifiable identity document acceptable to CCC.
2. Confirm that the individual is at least 21 years old.
3. Require the individual to complete and sign a CCC-issued application for registration pursuant to the MMJ Online System User Manual.
4. Require the individual to complete and sign a CCC-issued application for registration.
5. Require the individual to sign an attestation whereby the individual certifies that (1) he or she has never been convicted of a felony drug offense in Massachusetts, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority; and (2) will not engage in the diversion of marijuana.
6. Obtain a CORI report for the individual (which must be obtained within 30 calendar days prior to submission of the application for registration).

7. For individuals who will serve as a member of the Company's staff, verify and document the individual's references.
8. Require the individual to provide all other information required by CCC in connection with registration of Dispensary Agents.

Prior to submitting an application on behalf of a Dispensary Agent to become registered and/or a renewal application, as applicable), the Company engages CSI, Inc. to perform and manage background checks mandated by CCC. In the event that the individual is disqualified to be a registered Dispensary Agent due to the presence of a disqualifying offense (as noted in CCC's Guidance for Registered Marijuana Dispensaries Regarding Background Checks, as amended from time to time "Background Check Guidance"), the individual's association with the Company will be immediately terminated. In the event that the individual's background check reveals a Non-Disqualifying Offense or Information, as noted in the Background Check Guidance, then the Company shall consider whether the offense or information renders the individual unsuitable on the basis of the factors listed in the Background Check Guidance. If the Company determines that in evaluating such factors the individual's background does not generally pose an unacceptable risk of harm to the public health, safety or welfare and particularly does not pose a risk of harm to Patients, Personal Caregivers, Customers, Dispensary Agents or others associated with the Company, then the Company shall make a written determination regarding the finding. In the event that any Dispensary Agent's association with the Company shall be terminated based on the findings of the background check, the Company shall work with CSI, Inc. to manage the process to ensure compliance with Federal and state law. All background check information shall be kept in accordance with the Company's Recordkeeping Policies and Procedures (see Section 11 of this Manual).

Each Dispensary Agent will carry his/her registration card at all times while in possession of marijuana, including at all times while at the Company's Cultivation Facility or Retail Dispensaries or while transporting marijuana.

The Company shall notify CCC no more than one (1) business day after a Dispensary Agent ceases to be associated with the Company. The Company shall notify CCC as soon as possible, but in any event within five business days, after any changes to the Dispensary Agent's name, email, address or phone number submitted to CCC in connection with a Dispensary Agent registration, or after discovery that a registration card has been lost or stolen.

The Company renews each Dispensary Agent's registration card on an annual basis, submitting the required information within 30 days prior to the registration card's expiration. In connection with the renewal of the Dispensary Agent's registration card, the Company engages CSI, Inc. to perform a background check as outlined above.

Organizational Chart

The Company's CEO and COO maintain an updated organizational chart, which is available upon request.

Staffing Plan

The Company has adopted a comprehensive Staffing Plan to facilitate accessible business hours and safe cultivation conditions. The Company's current Staffing Plan is maintained by the Company's COO and is available upon request.

Job Descriptions

The Company maintains a job description for each position at the Company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the Company revises the job description to reflect those changes. The Company's CEO, COO and the Director of Human Resources maintain the current job descriptions for each position at the Company, and is available upon request.

Training for Dispensary Agents

The Company requires all Dispensary Agents to undergo a comprehensive training program to ensure they perform their job functions at a high level. The Company tailor training to the roles and responsibilities of the job function of each Dispensary Agent. Additional training includes the Confidentiality Policy and Procedure as well as each other Policy and Procedure applicable to each such Dispensary Agent's role with the Company, and any other topic specified by CCC.

At a minimum, Dispensary Agents are trained upon hire prior to performing any job function and thereafter receive 8 hours of on-going training annually.

The Company documents all required training and obtains a signed statement from each Dispensary Agent indicating the date, time, and place he or she received training and the topics discussed, including the name and title of presenters.

Performance Evaluations and Disciplinary Action

1. The Company performs and documents periodic performance evaluations for each of its staff Dispensary Agents.
2. In addition to the disciplinary action provisions contained in the Staff Member Handbook, the Company shall immediately dismiss any Dispensary Agent who has:
 - (a) diverted marijuana or Final Marijuana Product, and the Company shall report such incident to law enforcement officials, CCC, or
 - (b) engaged in unsafe practices with regard to operation of the Company, and the Company shall report such incident to CCC and to the CCC, or
 - (c) been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United State or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

3. The Company shall document any disciplinary action(s) taken.

Personnel Records

Personnel records are maintained in accordance with the Company's Record Keeping Policies and Procedures.



M3 VENTURES, INC.

EMERGENCY PREPAREDNESS PLAN

SECTION 1

FIRE

I. FIRE PREVENTION

A. GENERAL

The realization that even a minor fire in M3 Venture, Inc.'s (d/b/a Triple M) (the "Company") cultivation facility or any of its retail dispensaries (referred together as the "facility") can have serious implications dictates that implement a strong, viable fire prevention program. This program will address the integrity of suppression systems, the elimination or minimization of fire hazards and compliance with fire safety codes and regulations.

The Company is subject to periodic inspections by the Fire Department, Massachusetts Department of Health, and other regulatory bodies. These inspections are conducted to ensure compliance with local and state fire codes and to aid the facility in improvement of its fire prevention efforts. These inspections should be viewed positively and every effort made to cooperate with the inspectors. The Chief Operating Officer/Dispensary Manger of the facility will accompany all inspectors and will take action as directed by the governing body to ensure the facility corrects any discrepancies or implements policies suggested by the inspecting authority.

The Company will strive for continued compliance with applicable codes and prevention of hazardous conditions, employing periodic hazard surveillance inspections conducted by the performance improvement committee. Reports of these inspections will be submitted to the governing body for review and corrective action, as required.

B. HOUSEKEEPING

1. Ensure all trash is removed on a daily basis and not allowed to accumulate in closets or corners.
2. Keep all corridors and fire exits free of any obstruction.
3. Storage of any type, at any time, in corridors is prohibited.
4. Empty boxes or storage cartons will not be allowed to accumulate.
5. Trash receptacles will be of non-combustible type.

C. ELECTRICAL SAFETY

1. Any actual or suspected electrical problem will be reported immediately.
2. Electrical equipment will not be used if damaged or reliability is suspected.
3. All electrical equipment used in the facility will be inspected for safety by an engineering consultant prior to being put into service.

4. Dust and lint will not be allowed to accumulate on electrical equipment.
5. Electrical equipment will be used by qualified operators only.

D. SMOKING

1. The Company is a non-smoking facility.
2. Smoking is permitted outside the building at the back of the building.

E. STORAGE OF MATERIALS AND SUPPLIES

1. All storage areas will be kept neat and orderly.
2. No storage is permitted above a horizontal plane eighteen inches below the lowest point of a sprinkler head.
3. Doors will be kept closed when store rooms are unoccupied.
4. A clear path will be maintained at all times.
5. No material or storage units will be located where they conceal or hinder access to fire alarm pull stations or fire extinguisher.

II. FIRE RESPONSE PLAN

A. GENERAL

Rapid and effective response in the first few minutes of a fire is of paramount importance to ensure the safety of patients, personal caregivers, visitors and staff and to minimize damage and interruption of service. There are four basic procedures, which, when employed in order, should achieve the greatest degree of personal safety and minimum amount of property damage. These steps are:

1. **RESCUE**
2. **ALERT**
3. **CONFINE**
4. **EVACUATE**

B. RESCUE

Personal safety in a fire emergency is of the utmost importance. Every reasonable attempt to move patients, personal caregivers, visitors and staff away from an area of immediate danger must be performed as rapidly as possible. The following guidelines apply to this procedure:

1. Do not risk your own life or serious injury when attempting a rescue.

2. Do not attempt to move or reach through flames.
3. Keep in a low, crouched or crawling position when in areas of smoke.
4. Do not move patients any further than necessary to ensure their safety.
5. Do not allow yourself to become trapped between the fire and means of escape.

C. ALERT

As soon as the safety of the people in the vicinity of the fire is secured and the fire is confined, the rest of the facility must be alerted to the situation and the Fire Department summoned. The automatic fire detection system may perform this function, but its reliability, as with any electro-mechanical system, cannot be guaranteed to be perfect. The staff personnel at the scene of the emergency will notify the Chief Operating Officer and/or Dispensary Manager of the situation, whether or not the automatic system has signaled an alarm. The procedures and responsibilities of alerting are:

1. The personnel at the scene will notify the Receptionist. The location, type and extent of the fire will be given along with the name of the person calling.
2. The Chief Operating Officer or Dispensary Manager will then notify the Fire Department by phone.

D. CONFINE

Smoke and toxic gasses given off during a fire are the primary cause of death in structural fires. Efforts must be taken to minimize not only the spread of the fire, but of the smoke also. Containment of the fire and smoke to the smallest area possible is to be initiated immediately after the rescue process is completed. Guidelines for containment are:

1. Close the door to the room or area in which the fire occurs.
2. Close all doors in the facility.
3. Ensure the smoke barrier doors in the corridor are closed.
4. Do not reopen any doors unless absolutely necessary.
5. Do not, under any circumstances, open a door which is hot or warm to the touch.

The heat felt through the door indicates the fire on the other side has grown past the point of fighting except by professional firefighters.

E. EXTINGUISH

The final step in responding to a fire emergency is extinguishment. Portable fire extinguishers will be used on small fires. A large fire, or one that is spreading rapidly, will be confined and left for the Fire Department to fight.

The staff personnel on the scene will attempt to extinguish the fire pending the arrival of someone more qualified, if it is safe and reasonable to do so. Upon arrival of the Fire Department, the ranking officer will assume complete charge of the situation. Staff will assist the Fire Department only if requested to do so.

All fires extinguished or unextinguished, insignificant or major, must be reported to the director of the surgery center so proper reports may be made to the Fire Department.

F. PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers, when properly used in the early stages of a fire, are extremely effective and can prevent a small controllable fire from becoming a major problem resulting in extensive property damage, injury or fatalities. All staff personnel of the Company will make themselves familiar with the Fire Safety Plan, the location and proper use of extinguishers in and near the work area.

Fires are classified by the type of fuel involved as listed below:

Class A: Ordinary Combustibles (wood, paper, rags, trash, etc.)

Class B: Flammable Liquids (gasoline, oil, etc.)

Class C: Electrical (fires in or around electrical equipment)

Class D: Burning Metals (not applicable to this facility)

For a fire to sustain itself, it must have three elements, fuel, heat and oxygen (air). The removal of any of these will cause the fire to extinguish. Portable fire extinguishers are designed to eliminate one or more of these elements.

Fire extinguishers are classified by the type of fire they are designed to suppress. The chart below shows the different types of extinguishers and class/classes of fires for which they are intended.

Pressurized Water	Class A only
Carbon Dioxide	Class B or C
Dry Chemical	Class A, B, or C
Halon	Class A, B, or C

The proper use of an extinguisher can best be remembered by using the **P.A.S.S.** system.

P = *Pull* (Pull the safety pin.)

A = *Aim* (Aim the nozzle at the base of the fire.)

S = *Squeeze* (Squeeze the handle to discharge the extinguishing agent.)

S = Sweep (Sweep the nozzle or hose side-to-side at the base of the flame.)

There are several guidelines and precautions to follow when using a portable fire extinguisher:

1. Keep between the fire and a safe escape route.
2. Never use an extinguisher to fight a fire above your head.
3. Do not return a discharged extinguisher to its cabinet or bracket. It must be recharged before being returned.
4. Familiarize yourself with the fire extinguisher before an emergency occurs.
5. Do not attempt to fight a large fire with a portable fire extinguisher.

G. FIRE DRILL PROCEDURES

1. Four times per year:

- b. Fire drills will be conducted to familiarize personnel with the proper procedures to follow in the event of an actual fire emergency. These drills will be conducted without prior announcement at least once within a quarter.
- c. The following exceptions to the fire plan will be made during a drill:
 - i. The fire alarm system will not be activated by staff. An outside fire alarm testing company will ensure quarterly transmission of signal to the fire department with the buildings fire inspections.
 - ii. Patients will not be moved.
- d. All fire drills will be addressed in a professional manner and as a positive learning experience. The safety of the patients, visitors and staff is enhanced by the training of all personnel in proper response to emergency situations.

2. Annually:

Once a year the Fire Department will be on-site for review of fire extinguishers.

SECTION 2 DISRUPTION OF SERVICES

I. WATER

- A. Notify the Chief Operating Officer.
- B. Notify either Plymouth DPW Water Department. Telephone number: 508-830-4162 ext. 138 or Mashpee DPW 508-539-1420, as applicable.
- C. Restrict use of water. If possibility of contamination exists, turn off main water valve.
- D. Deliver adequate drinking water to each designated area.

II. GAS

- A. Notify the Chief Operating Officer.
- B. Notify Eversource (gas company). Telephone number: (800) 592-2000
- C. If gas leak is evident, notify Fire Department (911).
- D. Remove occupants and open doors and windows to ventilate.
- E. Shut off local valve or main valve at meter.
- F. Do not use matches, candles or other open flame devices, activate light switches or other electrical appliances.
- G. Gas shut-off is located at:

III. ELECTRICITY

- A. Notify the Chief Operating Officer.
- B. Notify Eversource (electric company). Telephone number: (800) 592-2000
- C. Main power panel is located in the Electrical Room.

SECTION 3

EXTERNAL DISASTER PLAN

I. PURPOSE

To provide a safe and efficient plan of action to be implemented in the event of an outside occurrence which cannot be predicted and does not allow time to evacuate or close the facility. The Company will not participate in the area Civil Defense Disaster Plan since staff, equipment and supplies are inadequate to meet the standards of preparedness for external disaster away from the facility. Should impending disaster be predicted, the schedule will be canceled and patients, personal caregivers and personnel instructed to stay at home. Only maintenance personnel will be available to secure the physical structure. In the event that the facility is struck by an unpredicted occurrence causing damage and injury (i.e., tornado, earthquake, etc.) a plan will be implemented for triage, emergency treatment and transfer of victims to the nearest emergency treatment center. The Fire Department will be notified of sudden on-site disaster. The Fire Department will be in charge of evacuation.

II. CLASSIFICATION OF EXTERNAL DISASTER

- A. **Natural:** Tornado, flood, earthquake, ice or snow storm.
- B. **Man-Made:** Area contamination by toxic agents, bomb explosion, collapse of portion of building.

III. ACTIVE DISASTER PROGRAM

- A. **Notification:** When the facility has notification of, or experiences an external disaster which may result in injuries, personnel will activate the disaster plan.
- B. **General Instructions**
 - 1. Only personnel with official business will be admitted to the facility during a disaster situation.
 - 2. Police personnel will be utilized as necessary for traffic control and to assist in an orderly manner with admissions and discharge of victims as indicated.
 - 3. Relatives may obtain information concerning victims from the Dispensary Manager.
- C. **Plan of Action**
 - 1. The person discovering or notified of actual or impending disaster will notify the administrator or person designated in charge. Indicate if possible:
 - 2.
 - a. Type of disaster.
 - b. Potential impact on the staff.

- c. Instructions already received from police or emergency person.
- 3. The administrator, or person designated in charge, will initiate the disaster plan, and initiate order to call for emergency back up transport vehicles if damage to the building or patient removal is eminent.
- 4. The switchboard operator will screen all telephone calls, relaying messages to appropriate personnel.
- 5. The Dispensary Manager will be responsible for identifying all patients and family in the facility at the time of the disaster and for calling 911.
- 6. The maintenance supervisor is responsible for maintaining proper functioning of all equipment and/or correction of any malfunction of equipment (i.e., generator) and assists in providing entrance and exit emergency medical personnel and patients.

SECTION 4 BOMB THREAT

I. Questions to ask the caller:

- A. Who is calling?
- B. Where is the bomb right now?
- C. What does the bomb look like?
- D. When is the bomb going to explode?
- E. Why are you trying to harm others?

II. What to do:

- A. Keep the caller talking.
- B. Attract the attention of a nearby person to call the Police Department.
- C. Secure the facility from unauthorized persons.
- D. Notify the Security Staff and Chief Operating Officer.

III. Quick search:

- A. Initiate a thorough search.
- B. Check the following:
 - 1. Closets
 - 2. Cupboard
 - 3. Toilet Tanks
 - 4. Lockers
 - 5. Storage Rooms

IV. Check all rooms accessible to the public:

- A. Public Rest Rooms
- B. Utility Area

V. **Security Staff shall be responsible for:**

- A. Emergency Power Room

VI. **Search outside grounds:**

- A. Parking Lot
- B. Shrubbery
- C. Roof

VII. **If "suspected object" is found:**

- A. Do not activate the fire alarm system.
- B. Evacuate all persons to a safe area; a minimum of three walls in each direction away from the device.

VIII. **Secure the facility:**

- A. Remove the patients, personal caregivers and visitors from hallways.
- B. Close all doors leading into the hallway.
- C. Close all fire and/or smoke barrier doors. This will provide protection from the force of any explosion.
- D. DO NOT TOUCH OR MOVE THE OBJECT!!!**
- E. If evacuation is initiated:** The decision to evacuate is the responsibility of the Chief Operating Officer.

IX. **Re-entry into the facility:** Do not allow re-entry into the facility until authorized.

SECTION 5 FLOODING

I. Causes of flooding:

- A. Broken water main.
- B. Broken dam or reservoir
- C. Excessive rain

II. At time of flooding situation:

- A. Shut off all utilities.
- B. Notify:
 - 1. Chief Operating Officer
 - 2. Fire Department (911)
 - 3. Police Department (911)
 - 4. Plymouth DPW Water Department. Telephone number: 508-830-4162 ext. 138 Mashpee DPW Telephone number: 508-539-1420

III. Provide:

- A. Blankets
- B. Snacks
- C. Make every effort to provide for evacuee's needs.

IV. Evacuation:

- A. Flooding usually requires moving persons to another location at a higher elevation.
- B. Secure the facility and leave the building if it becomes necessary.
- C. Administrator shall make the determination of when to evacuate from an unsafe to a safe area.

Evacuation should only be attempted when you are certain the area chosen for the evacuees is safer than the area you are leaving.

SECTION 6

WINDSTORM/TORNADO

I. If a windstorm / tornado should occur:

- A. Move all persons inside to a safe location. Interior corridors and bathrooms without windows are the safest areas in a facility.
- B. Keep radio and/or TV on. (Listen for weather advisories.)
- C. Grab flashlights if readily available.
- D. Remember, fires during windstorms are extremely dangerous.

II. Evacuation:

- A. Evacuation during windstorms should not usually be attempted.
- B. Chief Operating Officer shall make the determination of when to evacuate from an unsafe to a safe area.
- C. Evacuation should only be attempted when you are certain the area chosen for evacuees is safer than the area you are leaving.

SECTION 7 EARTHQUAKE

I. If inside:

- A. Stay there.
- B. Move away from windows.
- C. Watch for falling objects.
- D. Get under strong object (table, desk).
- E. Do not stand in doorway.

II. If outside:

- A. Stay there.
- B. Get away from buildings, overhangs and electrical power lines.

SECTION 8 BIOTERRORISM

I. POLICY STATEMENT:

It is the purpose of the Company to provide a tool for a practical and realistic response to a known or suspected bioterrorist event. The goal of this policy is to establish guidelines for a rational and rapid response regarding the planning for and care of casualties of biological agents used as weapons of mass destruction.

II. PROCEDURE:

A. Definitions:

1. Terrorism – A violent act or an act dangerous to human life, an act intended to intimidate or coerce a government of the civilian population in regards to the furtherance of political or social objectives.
2. Weapons of Mass Destruction – Any destructive device including all that are explosive or incendiary, a poisonous gas, bomb, grenade, rocket or missile, any weapon involving a disease organism, any weapon designed to release radiation at levels harmful to human life.
3. Bioterrorism – The intentional use of biological agents as weapons to kill or injure humans, animals or plants. Biological toxins are organisms that cause disease or disrupt physiological activity. Biological agents may be used as liquid droplets, aerosols, or dry powders.

B. Recommendations for Any Suspected or Real Bioterrorism Event:

1. If a bioterrorism event is suspected, the Company's Emergency Disaster Telephone call list should be initiated.
2. Designees will determine and organize immediate response and will coordinate/conduct appropriate internal

and external notification.

C. Guidelines: Contain, Control, and Prevent Further Exposures to Other Patients, Staff, Visitors, and Families:

1. Careful but rapid medical evaluation/treatment is our first priority.
2. Biological agents are generally not transmitted from person to person; thus, re-aerosolization of these agents is unlikely.
3. Hands should be washed after contact with all body fluids, secretions, excretions, non-intact skin (including rashes), and mucous membranes whether or not gloves are worn.

D. Cleaning, Disinfection, and Sterilization of Equipment and Environment:

1. Routine Company policies and procedures for the cleaning and disinfecting of environmental surfaces, cultivation and processing equipment should be followed. This should be coordinated through one of the co-Directors of Cultivation and Processing .
2. Facility approved germicidal cleaning agents should be available in cultivation and processing areas to use for cleaning spills of contaminated material and disinfecting non-critical equipment.

E. Handling of Suspicious Packages or Envelopes:

1. If a package or envelope appears suspicious, DO NOT OPEN IT.
2. Do not shake or empty the contents of any suspicious package or envelope.
3. Do not carry the package or envelope, show it to others or allow others to examine it.

4. Put the package or envelope in a biohazard bag, on a stable surface; do not sniff, touch, taste, or look closely at it or at any contents which may have spilled.
5. Alert others in the area about the suspicious package or envelope. Leave the area, close any doors, and take action to prevent others from entering the area. If possible, shut off the ventilation system.
6. WASH hands with soap and water to prevent spreading potentially infectious material to face or skin.
7. Seek additional instructions for exposed or potentially exposed persons.
8. Notify supervisor immediately.

SECTION 9 CIVIL DISTURBANCE

I. GENERAL

Any person who becomes aware of a civil disturbance or the likelihood of a civil disturbance at/or within the Company must, as soon as possible notify their supervisor and Security Staff.

Where a civil disturbance immediately threatens a particular building or area and security staff are not present, staff in that building should if safe, consider any or all of the following actions to protect themselves and the Company.

- A. Close and lock all external doors – considering need for emergency systems.
- B. Make special arrangements for any patients, personal caregivers or visitors to leave the premises.
- C. Secure essential or confidential records, consider backing up important computer files and lock away disks, files and papers.
- D. Ensure that all offices and non-public areas are locked or sealed off.
- E. Ensure someone knows where you are.
- F. Avoid physical conflict with persons even if provoked.
- G. Follow verbal instructions of building security staff and/or police.
- H. Consider evacuation if your safety is at risk.

Where possible continue to provide security with updates on what is actually occurring at the location (how many people involved, what activities are they engaging in, etc.).

II. SECURITY/ EMERGENCY RESPONSE

- A. The Company's security staff will provide detailed information regarding the matter and in most instances initiate an immediate operational security response to the location in accordance with security training and standard operating procedures.
- B. Where a civil disturbance is considered anything other than minor, the staff member will advise their supervisor who will assess the information and initiate an appropriate security response.
- C. If the disturbance is considered serious and/or may be likely to escalate, the security staff will determine an operational action plan to deal with the situation. Where necessary the services of police may be requested.

EMERGENCY PHONE NUMBERS

<i>AGENCY</i>	<i>PHONE NUMBER</i>
<i>PLYMOUTH FIRE DEPARTMENT MASHPEE FIRE DEPARTMENT</i>	508-830-4213 508-539-1454
<i>PLYMOUTH POLICE MASHPEE POLICE</i>	508-830-4218 508-539-1480
<i>STATE POLICE</i>	508-820-2300
<i>F.B.I.</i>	617-742-5533
<i>BOMB SQUAD</i>	1-800-225-5324
<i>POISON CONTROL</i>	1-800-222-1222
<i>PLYMOUTH ELECTRIC COMPANY MASHPEE ELECRCIC COMPANY (EVERSOURCE)</i>	<i>1-800-592-2000</i>
<i>PLYMOUTH GAS COMPANY MASHPEE GAS COMPANY (EVERSOURCE)</i>	<i>1-800-592-2000</i>
<i>PLYMOUTH DPW WATER DEPT. MASHPEE DPW</i>	508-830-4162 EXT. 138 508-539-1420

Emergency Preparedness Acknowledgment

The undersigned has read this Policy and Procedure, understands its content, has had all questions regarding the Policy and Procedure answered to his/her satisfaction and agrees to the terms of this Policy and Procedure as the same may be amended from time to time.

The undersigned agrees it is a condition of employment/association with Triple M to comply fully with this Policy and Procedure.

Signature: _____

Print Name: _____

Date: _____

M3 Ventures, Inc.
d/b/a
Triple M
Staff Member Handbook



**M3 VENTURES, INC.
STAFF MEMBER HANDBOOK**

INTRODUCTION AND WELCOME

M3 Ventures, Inc. – MMM – became operational in 2017 with one objective: to cultivate and deliver marijuana to registered qualified patients and recreational customers of the Commonwealth of Massachusetts in accordance with the highest standards for quality of product, patient safety and public safety.

Every staff member is expected to embrace MMM's sole objective. Staff members understand that their primary responsibility is to the patient and/or recreational customer. MMM's staff supports each other in the mission to strive for excellence. "Excellence" comes alive in each and every MMM staff member and this excellence is deeply appreciated by our patients and customers.

We welcome you to MMM and wish you every success.

Sincerely yours,

The MMM Board of Directors

DISCLAIMER

This Staff Member Handbook is intended to provide staff members with brief summaries of our policies, benefits and expectations. Staff members are responsible for reading, understanding and complying with the policies and procedures in this Handbook. For purposes of this Handbook, "staff members" refers to all employees of MMM, including non-management staff members and management staff members. Staff members also refers to individuals who are made available to MMM through MMM's management company, Triple M Management Company, LLC ("Triple M Staff"), except as otherwise noted in this Handbook.

This Handbook is merely an overview and does not provide all of the details of the policies and practices at MMM. Moreover, no employee handbook can anticipate every circumstance or question about policy. MMM reserves the right to revise, supplement or rescind any policies or portion of the Handbook or any benefit described herein from time to time as it deems appropriate, in its sole and absolute discretion. MMM will notify staff members of changes to the Handbook as soon as possible.

THIS HANDBOOK IS NOT A CONTRACT AND DOES NOT CREATE ANY CONTRACTUAL RIGHTS OR OBLIGATIONS OR GUARANTEED EMPLOYMENT FOR ANY SPECIFIC PERIOD OF TIME. ALL EMPLOYEES (EXCEPT THOSE WITH FORMAL EMPLOYMENT AGREEMENTS SIGNED BY MMM) ARE EMPLOYED BY MMM ON AN AT-WILL BASIS. AT-WILL EMPLOYMENT MEANS MMM OR THE STAFF MEMBER MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME AND FOR ANY REASON OR NO REASON. NOTHING HEREIN IS INTENDED TO NOR SHOULD IT BE CONSTRUED AS ALTERING THE AT-WILL NATURE OF EMPLOYMENT AT MMM.

If any staff member has questions about MMM's policies or other human resource issues, the staff member is encouraged to speak with a supervisor. Additionally, staff members are encouraged to contact the Chief Operating Officer if they prefer to discuss policies or issues with someone other than their supervisor.

M3 VENTURES, INC. LOCATIONS

Plymouth Cultivation Facility and Dispensary:

9 Collins Avenue, Plymouth, MA 02360

Mashpee Dispensary:

29 Echo Road, Mashpee, MA 02649

Third Dispensary Location:

TBD

GENERAL POLICIES

1. Equal Employment Opportunity and Non-Discrimination

M3 Ventures, Inc. (MMM) is committed to providing equal opportunities in employment to qualified individuals regardless of their age, ancestry, national origin, race, color, religion, sex, gender identity, sexual orientation, marital status, military or veteran status, physical or mental disability, genetic information or other legally protected status. This policy of equal employment opportunity encompasses all aspects of the employment relationship including, among others, hiring, promotion, transfer, selection for training opportunities, wage and salary administration and the application of benefit plans and other MMM policies.

Staff members who believe that any action at MMM has not been consistent with this policy are encouraged to address such concerns through the use of the Reporting Procedures set forth in MMM's Non-Harassment Policy stated below.

2. Non-Harassment Policy

2.1. Statement of Policy

MMM is dedicated to treating its staff members with dignity and respect. It is the policy of MMM to maintain a professional environment and a workplace free from sexual harassment or harassment based on age, ancestry, national origin, race, color, religion, sex, gender identity, sexual orientation, marital status, military or veteran status, physical or mental disability, genetic information or any other legally protected status.

Sexual harassment and harassment based upon a staff member's legally protected status is unlawful. Accordingly, MMM will not tolerate unlawful harassment of any staff member by any other staff member or individual who has a relationship with MMM. This policy applies to all work-related settings and activities, whether inside or outside the office, and includes business-related social events. MMM's property (for example, telephones, copy machines, facsimile machines, computers and computer applications such as e-mail and Internet access) may not be used to engage in conduct which violates this policy. Compliance with this policy is a condition of each staff member's employment.

Neither the existence of this policy, nor any policy prohibiting discrimination in the workplace, shall be used as a basis for excluding any staff members from participating in any business activity or work-related social event because of any protected class in order to avoid allegations of harassment or discrimination.

2.2. Definitions

2.2.1. Sexual Harassment

Sexual Harassment is generally defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when:

- a. submission to such conduct is made either explicitly or implicitly during a term or condition of employment;
- b. submission to or rejection of such conduct is used as a basis for employment decisions affecting the individual; or
- c. the requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, humiliating or offensive work environment.

While it is not possible to list all of those circumstances which constitute sexual harassment, the following are examples of conduct which may constitute sexual harassment:

- a. sexual advances, whether they involve physical touching or not;
- b. requests for sexual favors in exchange for actual or promised job benefits, such as favorable reviews, salary increases, promotions, increased benefits or continued employment;
- c. sexual jokes;
- d. use of sexual epithets, written or oral references to sexual conduct, gossip regarding one's sex life, comments on an individual's body or comments about an individual's sexual activity;
- e. displaying sexually suggestive objects, pictures or cartoons;
- f. leering, whistling, brushing against the body, sexual gestures, suggestive or insulting sexual comments; or
- g. assault or coerced sexual acts.

2.2.2. Other Unlawful Harassment

As discussed above, harassment based upon a legally protected classification is also unlawful and is a violation of MMM policy. Such harassment is generally defined as verbal or physical conduct based upon or because of a person's protected status, and that:

- a. has the purpose or effect of creating an intimidating, hostile, humiliating or offensive working environment;

- b. has the purpose or effect of unreasonably interfering with an individual's work performance; or
- c. otherwise adversely affects an individual's employment opportunities.

2.3. Reporting Procedure

All staff members are encouraged to promptly report any behavior perceived as sexual or other unlawful harassment to their direct supervisor and/or to the Chief Operating Officer.

Any reported incident will be promptly and thoroughly investigated. In conducting a thorough investigation of any complaint, MMM will seek, to the extent possible, to maintain confidentiality. MMM will expect honest and full disclosure of facts by all staff members involved.

If, as a result of the investigation, it is determined that any individual engaged in conduct that either constitutes unlawful harassment or otherwise violates MMM's policies or rules of conduct, appropriate corrective or disciplinary action will be taken. Such actions may include, without limitation and at MMM's sole discretion, eliminating contact between the staff members involved in the incident, mandatory training, demotion, suspension and/or termination. In addition, after the investigation, MMM may meet with the staff members involved to make certain that any improper conduct has stopped and that there has been no discrimination or retaliatory action against any staff member.

Staff members should note that while this policy sets forth MMM's goals of promoting a workplace that is free of sexual and any other form of unlawful harassment, the policy is not designed or intended to limit MMM's authority to discipline or take remedial action for workplace conduct which it deems unacceptable, regardless of whether that conduct satisfies the legal definition of sexual or other unlawful harassment.

2.4. Assurance of Non-Retaliation

It is unlawful to retaliate against any staff member for filing a complaint of sexual or other unlawful harassment or for cooperating in an investigation of such a complaint. MMM will not tolerate any retaliation against anyone who reports an incident of alleged harassment or who cooperates in an investigation. If an individual is found to have violated this non-retaliation policy, he or she may be subject to disciplinary action, including where appropriate, mandatory training, demotion, suspension and/or termination.

2.5. Other Information

MMM strongly encourages staff members to bring any concerns about possible sexual or other unlawful harassment to the attention of MMM through the procedures set forth above. Staff members may also direct inquiries or reports concerning unlawful harassment to the governmental agencies responsible for enforcement of employment discrimination laws at the following addresses and telephone numbers:

Massachusetts Commission Against Discrimination
Boston Office:
One Ashburton Place, Room 601
Boston, MA 02108
(617) 994-6000

Springfield Office:
436 Dwight Street
Second Floor, Room 220
Springfield, MA 01103
(413) 739-2145

Worcester Office:
484 Main Street, Room 320
Worcester, MA 01608
(508) 453-9630

New Bedford Office:
800 Purchase Street, Room 501
New Bedford, MA 02740
(508) 990-2390

United States Equal Employment Opportunity Commission
John F. Kennedy Federal Building
475 Government Center
Boston, MA 02203
(800) 669-4000

2.6. Notifications

This policy will be circulated to all staff members on an annual basis and is posted in all MMM practice locations. Training sessions on this policy and the prevention of unlawful harassment shall be held periodically.

The importance of MMM's policy to have a harassment-free workplace cannot be emphasized enough. An environment free of sexual or other unlawful harassment is not only the law, it is fundamental to the culture of MMM.

3. Confidential Information

3.1. Confidential Information

MMM considers certain information, as outlined in this Section 3.1, to be confidential. Individuals who improperly use or disclose such information will be subject to disciplinary action up to and including discharge and/or legal action.

- 3.1.1 All patient, personal caregiver and recreational customer information (including without limitation demographic information (such as addresses, phone numbers, email addresses, and salaries) and purchase of MMM's products) is considered confidential information.
- 3.1.2 "Personal information" regarding patients, personal caregivers and recreational customers is protected under federal and state law. Personal information is a person's first name and last name or first initial and last name in combination with the following: (a) social security number; (b) driver's license number or state issued ID card number; or (c) financial account number, or credit or debit card number.
- 3.1.3 All of MMM's confidential business plans, information concerning the number of patients and/or personal caregivers and/or recreational customers visiting the Dispensary or receiving home deliveries, methodology of cultivating, harvesting and processing medical marijuana, MMM's security system, MMM's confidential financial information and other non-public confidential and proprietary business materials (including internal forms, etc.) of MMM are considered confidential. Staff members must not use or disclose information such as the status of MMM hiring new staff members or staff members leaving MMM.
- 3.1.5 Confidential Information does not include information regarding the terms and conditions of a staff member's employment or working conditions at MMM.

These confidentiality restrictions apply even after a staff member leaves MMM's employment. Staff members must return all copies of MMM documents and property upon separation from employment with MMM.

3.2 Security of Information

MMM has developed and implemented a Comprehensive Written Information Security Program (“WISP”) to create effective administrative, technical and physical safeguards for the protection of Personal Information (as described above in Section 3.1.2 and as defined in the WISP) of residents of the Commonwealth of Massachusetts. Each staff member is required to comply with MMM’s WISP. MMM prohibits any nonconforming use of Personal Information during and after the staff member’s association with MMM. Disciplinary action, up to and including termination, may be taken for a violation of any provision of the WISP.

4. Safety

MMM is committed to providing a safe and healthy working environment. In this regard, MMM makes every effort to comply with relevant federal and state occupational health and safety laws and to develop the best feasible operations, procedures, technologies, and programs conducive to such an environment.

MMM’s policy is aimed at minimizing the exposure of staff members, patients, personal caregivers, recreational customers and other visitors to our facilities to health or safety risks. To accomplish this objective, all staff members are expected to work diligently to maintain safe and healthful working conditions and to adhere to proper operating practices and procedures designed to prevent injuries and illnesses.

MMM staff members are required to know MMM’s safety policies and the location of safety devices. MMM staff members are required to attend annual OSHA training.

The responsibilities of all staff members in this regard include (but are not limited to):

- 1) Exercising maximum care and good judgment at all times to prevent accidents and injuries;
- 2) Reporting to supervisors and seeking first aid for all injuries, regardless of how minor;
- 3) Reporting unsafe conditions, equipment, or practices to supervisors;
- 4) Using required safety equipment provided by MMM at all times;
- 5) Diligently observing all safety rules and regulations at all times;
- 6) Wearing protective clothing/equipment in accordance with the job(s) they are performing;
- 7) Paying close attention to the doors of MMM’s facilities – any door that is intended to serve as a barrier between the public and private areas of MMM’s facilities must remain closed

and locked at all times, except for the moment when an authorized individual is actually walking through it.

- 8) Refraining from working if on a medication that may cause drowsiness or other side effects that could lead to injury to the staff member, a patient and/or personal caregiver or a co-worker (which responsibility includes, if necessary, conferring with their health care provider to make sure they understand all of the side effects that may result from any medications they are taking);
- 9) Notifying their supervisors if they have contracted or been exposed to an infectious, contagious or communicable disease or illness, as required by MMM's mandatory reporting procedures for communicable diseases as outlined in MMM's Operations Manual; and
- 10) Refraining from working if they have contracted or been exposed to an infectious, contagious or communicable disease or illness that, although not covered by MMM's mandatory reporting procedures for communicable diseases, could lead to injury or illness to the staff member, a patient and/or personal caregiver, or a co-worker (which responsibility includes conferring with their health care provider if they have any questions regarding any disease or illness).
- 11) Using, adjusting and repairing machines and equipment only if they are trained and qualified to do so;
- 12) Using proper lifting procedures and seeking help with lifting or pushing heavy objects; and
- 13) Providing up-to-date personal emergency contact information to the Company.

A violation of any safety standard may lead to disciplinary action, up to and including termination.

Please review the Company's Operations Manual and the Standard Operating Procedures relevant for your job function for additional requirements regarding safety.

5. Workplace Violence Prevention

MMM is committed to providing its staff members a safe, healthy and secure work environment. MMM is also committed to preventing violence in the workplace. Staff members are urged to report to management any and all erratic behavior or written or verbal threats in the workplace, or any other conduct that violates this policy, so that MMM may take prompt and appropriate action to prevent workplace violence. The policy applies to all individuals on MMM premises including, but not limited to, staff members, patients and/or personal caregivers, vendors and other members of the public.

In the case of an emergency, i.e., a threat of imminent harm to another individual, the staff member should immediately contact the police by calling 911. Otherwise, *reports of violations of this policy should be made to the COO*. When reporting a violation of this policy, please provide as much detail as possible to assist MMM in its investigation. MMM will promptly conduct an investigation of any such report and will take effective action to remedy any violations of this policy. MMM will not tolerate retaliation against any staff member making such a report or cooperating or participating in the investigation. MMM will keep the report and the investigation as confidential as possible.

Although it is impossible to list all of the types of behavior that are unacceptable, the following is a list of examples of prohibited conduct by staff members, patients, personal caregivers, and/or recreational customers or others:

- Threats of violence (written, verbal or otherwise), regardless of whether they occur on MMM premises or on work time.
- Threats of suicide, homicide or other injury to oneself or another.
- Fighting, horseplay or other conduct that could cause harm to oneself or another.
- Harassment or intimidation which would cause a reasonable person to fear for the safety of oneself or others.
- Use, possession, or sale of any weapon (a “weapon” is defined as an explosive, explosive weapon, machine gun, rifle, handgun, firearm silencer, switchblade or any other type of knife, or any other implement for infliction of bodily injury, serious bodily injury or death). This prohibition applies even if the staff member has a legal permit to carry such a weapon.
- Storing any weapon in a desk, locker, vehicle, lunch box, bag, purse or other repository on MMM’s premises.
- Illegal use, possession, or sale of a weapon off MMM premises that adversely affects the staff member’s own or others’ safety at work or indicates a propensity for such an adverse effect.
- Refusing to submit to an inspection for the presence of a weapon at the request of MMM.
- Charges of or conviction under any criminal statute for the illegal possession of a weapon or for committing a violent act against the person or property of another, or any other crime which MMM believes impacts the individual’s eligibility to work for MMM.
- Refusing to participate and/or cooperate in an investigation pertaining to allegations or suspicion that violence has occurred or is likely to occur, or an investigation pertaining to the carrying of a weapon by the staff member, a patient and/or personal caregiver or any other person.

MMM has the right to search any areas on MMM premises and may specifically conduct such a search for weapons. The areas which may be searched include but are not limited to

furniture, drawers, lockers, briefcases, personal bags, parking lots, and personal vehicles parked on MMM premises.

MMM will not tolerate any of the conduct enumerated above. With respect to staff members, MMM will take appropriate disciplinary action against any staff member who violates this policy, up to and including termination of employment or other association with MMM. With respect to patients and/or personal caregivers, MMM will take appropriate action against any patient and/or personal caregiver who violates this policy, up to and including termination of the patient relationship with MMM.

6. Drug and Alcohol Use

It is MMM's desire to provide a drug-free, healthful, and safe workplace. To promote this goal, staff members may not report to work under the influence of an illegal drug, a legal drug taken in an inappropriate or unlawful manner, or alcohol.

While on MMM's premises and while conducting business-related activities off MMM premises, no staff member may use, possess, distribute, sell, or be under the influence of alcohol or illegal drugs. The legal use of prescribed drugs is permitted on the job only if it does not impair a staff member's ability to perform the essential functions of the job effectively and in a manner that does not endanger the staff member or other individuals in the workplace. Consuming marijuana for medical purposes is prohibited on the premises of MMM.

Any staff member MMM suspects is in violation of this policy will be sent home. Violations of this policy may lead to disciplinary action, up to and including termination of employment or other association with MMM.

Staff members with questions on this policy or issues related to drug or alcohol use in the workplace should raise their concerns with their direct supervisor or MMM's Chief Operating Officer.

7. Security Inspections

MMM wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives, or other items that are not appropriate for the workplace. MMM requires the cooperation of all staff members in ensuring compliance with its workplace policies. MMM has the right to search any areas on MMM premises, including but not limited to furniture, drawers, lockers, briefcases, personal bags, parking lots, and personal vehicles parked on MMM premises.

Desks and other storage devices are provided for the convenience of staff members, but remain the sole property of MMM. Staff members should not have an expectation of privacy with respect to any storage devices on MMM premises. Accordingly, the storage

devices, as well as any articles found within them, can be inspected by a member of MMM Executive Management Team at any time, either with or without prior notice. Even if a staff member has keys, combinations or passwords to access storage devices, the storage devices remain the property of MMM. Thus, the storage devices and items contained within them can be searched at any time by MMM.

MMM likewise wishes to discourage theft or unauthorized possession of the property of MMM and of MMM's staff members, patients, personal caregivers and visitors. To facilitate enforcement of this policy, MMM may inspect persons entering and/or leaving the premises and any packages or other belongings. Any staff member who wishes to avoid inspection of any packages, belongings or containers should not bring such items onto MMM's premises.

8. Personal Relationships In The Workplace

The employment of relatives or individuals involved in a dating relationship in the same area of an organization may cause serious conflicts and problems with favoritism and staff member morale as well as difficulty in performance management. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried over into day-to-day working relationships.

For purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the staff member is similar to that of persons who are related by blood or marriage. A dating relationship is defined as a relationship that is sexual in nature or that is reasonably expected to lead to the formation of a "romantic" or sexual relationship.

Relatives of current staff members may not occupy a position in which they report to or supervise or manage their relative. For purposes of this policy, a staff member "supervises" or "manages" another staff member if he/she has or may have the ability to make any decision affecting the other staff member's terms and conditions of employment, or if the staff member may influence or affect a decision regarding the other staff member's terms and conditions of employment, such as compensation, benefits, schedule, promotional opportunities and/or performance evaluations. Individuals involved in a dating relationship with a current staff member may also not occupy a position in which they report to or supervise or manage the staff member with whom they have a dating relationship. MMM reserves the right to take prompt action if an actual or potential violation of this policy occurs.

If a relationship develops between staff members that is an actual or potential violation of this policy, the staff members must disclose the existence of the relationship to management. Management will decide upon the appropriate course of action.

9. Employment Status.

Note that this Section of the Handbook does not apply to Triple M Staff as they are employed by Triple M and should refer to the Triple M Staff Handbook.

9.1. Employment Classifications

MMM maintains the following employment classifications so that staff members understand their employment status and benefit eligibility:

9.1.1. Full-Time

A staff member's status is defined as full-time when he or she is regularly scheduled to work a minimum of 40 hours per week. Full-time staff members (other than MMM Staff) are eligible for MMM's benefits package, subject to the terms, conditions and limitations of each benefit program.

Triple M Staff are not eligible to participate in MMM's benefit plans as they are employees of Triple M, not MMM.

9.1.2. Part-Time

A part-time staff member is one who is regularly scheduled to work less than 40 hours per week and at least 20 hours per week. Part-time staff members (who are not Triple M Staff) working at least 20 and less than 40 hours per week may be eligible to participate in certain benefit programs, subject to the terms, conditions and limitations of each benefit program.

Staff members who are regularly scheduled to work less than 20 hours per week are not eligible to participate in any MMM benefit plans, except as may be required by law (e.g., sick days, social security or workers' compensation insurance).

Triple M Staff are not eligible to participate in MMM's benefit plans as they are employees of Triple M, not MMM.

9.1.3. Temporary / Seasonal / Per Diem

Temporary/Seasonal/Per diem staff members are hired when there is a temporary need for extra support. Temporary / seasonal / per diem staff members retain this status until they are notified of a change in their status. Such staff members are not eligible to participate in MMM's benefit plans, except as required by law (e.g., sick days, social security or workers' compensation insurance).

In addition, in accordance with Federal and State wage and hour laws, each staff member is classified as either NON-EXEMPT or EXEMPT.

9.1.4. Non-Exempt

Staff members who are classified as non-exempt are compensated based on an hourly rate.

9.1.5. Exempt

Exempt staff members are typically paid on a salary basis. **A full-time exempt staff member's work week is based on 40 hours per week.** Exempt staff members are expected to work the hours necessary to complete their job responsibilities.

10. Paid Time Off.

Note that this Section of the Handbook does not apply to Triple M Staff as they are employed by Triple M and should refer to the Triple M Staff Handbook

MMM's Paid Time Off ("PTO") Policy provides staff members with paid time off to use for vacation, sick or personal reasons. The PTO policy is intended to comply with the Massachusetts Earned Sick Time Law and its implementing regulations. To the extent a staff member is eligible for another type of leave during PTO use, such as FMLA leave or any other statutory leave, the PTO time runs concurrently with such statutory leave, to the extent permitted by law.

10.1 Accrual – General

Paid Time Off (PTO) is available to all MMM staff members, except staff members who are regularly scheduled to work less than 20 hours per week. PTO begins to accrue at the staff member's start date, although no PTO may be taken during the staff member's first month of employment. A year, for purposes of this policy, begins and ends on the anniversary of a staff member's date of hire, unless otherwise provided herein. Per diem staff members and staff members who work less than 20 hours per week are eligible for a separate sick time benefit (see Sick Time Benefit for Staff Members below in Section 11).

The current PTO accrual rate at Triple M is as follows:

10.1.1 Staff Member Accrual Rate

Non-Exempt and Exempt Staff Members scheduled to work full time will accrue PTO on the following bi-weekly accrual schedule. Part time benefits eligible staff will accrue PTO on a prorated basis as noted below in Section 3(b).

Months of Service	Years of Service	Hours Earned Bi-Weekly	Days Per Year
0 Months to 24 Months	0 Years to 2 Years	4.62	15 Days or 3 Weeks
25 Months or more	3 Years or more	6.15	20 Days or 4 Weeks

10.1.2 Management Team Accrual Rate

Staff members hired or promoted to a Management Team position (as noted on the organizational chart) will accrue PTO on the following bi-weekly accrual schedule. For members of the Management Team that work part time benefits eligible staff will accrue PTO on a prorated basis as noted below in Section 3(b).

Months of Service	Years of Service	Hours Earned Bi-Weekly	Days Per Year
0 Months to 34 Months	0 Years to 3 Years	6.15	20 Days or 4 Weeks
35 Months or more	4 Years or more	7.69	25 Days or 5 Weeks

10.1.3 Accrual Rates for Staff Members Working Less Than Full Time

A staff member working less than a 40-hour workweek accrues PTO on a pro-rated basis as noted below:

Full-Time Hours Per Week	Hours Worked Per Week	Accrual Rate
40	40	100%
40	35	88%
40	32	80%
40	30	75%
40	24	60%

40	20	50%
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10.2 Carryover of Accrued/Earned Paid Time Off

Staff members are allowed to carryover up to 90 hours of unused earned PTO from one anniversary year to the next. Staff members who have more than 90 hours of earned PTO on their anniversary date will forfeit or lose such PTO hours over 90. In other words, the PTO policy is a “use it or lose it” policy with respect to any earned PTO hours over 90 which are not used in the anniversary year in which they are earned.

Staff members who use all of their PTO for vacation or other personal reasons, and have a need for PTO for a reason covered by the Massachusetts Earned Sick Time Law (see Section 10.3.5 below), will not be provided additional paid time off.

All un-forfeited earned but unused PTO will be paid out to staff members upon their separation from employment.

10.3. Use of Paid Time Off

10.3.1 Scheduled Absences - All absences planned in advance are considered scheduled. After completing their first month of employment, staff members may request to use earned PTO by submitting a request to their supervisor. Requests to use earned PTO must be made 7 days prior to the requested absence. The use of PTO must be approved by the staff member’s supervisor. If a request is not made and not approved the staff member shall not be paid for the time off.

Occasionally, a holiday falls within a staff member's vacation period. If the staff member is eligible for holiday pay, the holiday will not be counted as PTO. (For example, if vacationing on Memorial Day week, a full-time staff member receives pay for the Monday holiday and use four days of earned PTO for the remainder of the weeks’ vacation.)

10.3.2 Staff Members’ Responsibility - Staff members who are eligible to accrue PTO are expected to budget their earned PTO appropriately, particularly since **there is no separate allowance for sick or personal time off**. If a staff member has not accumulated PTO, the staff member’s time off will be unpaid.

10.3.3 Unscheduled Absences

Consistent with MMM’s efforts to provide high quality service, it is important that MMM is staffed properly. Except in an emergency, when a staff member has an unforeseeable need to use PTO, reasonable notice is required. For multi-day absences, the staff member must provide notice of the expected duration of the leave or, if unknown, then must contact MMM on a daily basis while absent.

It is imperative, for purposes of coverage, that a staff member's supervisor be contacted as soon as possible regarding unscheduled absences. Voice mail or e-mail messages must be followed up with a personal telephone call to the staff member's supervisor as soon as possible. All staff members must consult their supervisor for information about established call-in protocols in their individual departments. The supervisor's protocol must be followed.

In order for an unscheduled absence to be paid, staff members must have sufficient earned Paid Time Off. An Absence Request Form should be completed as soon as possible after the absence and submitted to the staff member's supervisor to ensure processing.

10.3.4 Documentation Required

MMM will require that a staff member provide written documentation where the PTO use:

- exceeds 24 consecutively scheduled work hours;
- exceeds 3 consecutive days on which the staff member was scheduled to work;
- occurs within 2 weeks prior to an staff member's final scheduled day of work before termination of employment, except in the case of temporary staff members (i.e. "temp workers"); or
- occurs after 4 unforeseeable and undocumented absences within a 3-month period.

Staff members must submit the documentation within 7 days of use of the PTO, unless good cause is shown to provide more time to the staff member. Failure without reasonable justification with the documentation requirements will result in the staff member being charged the sum paid for earned PTO from future pay, as an overpayment.

MMM may also request a fitness-for-duty certification, a work release, or other documentation from a medical provider before an staff member returns to work where it is required by state and federal safety requirements and reasonably safety concerns exist regarding the staff member's ability to perform his/her duties.

Staff members who are absent from work for more than three consecutive days without notifying their supervisor or the Chief Operating Officer will be considered to have voluntarily resigned from employment.

10.3.4 Use of PTO Time

The smallest amount of PTO a staff member can use is one hour. For uses beyond one hour, MMM will track such use of PTO in accordance with our regular payroll time keeping practices (which tracks time to the closest quarter of the hour).

Where a staff member's use of PTO requires MMM to call in another staff member, the staff

member is required to use an equal number of PTO hours as the replacement or call-in works, up to a full shift. If a non-exempt staff member lacks sufficient accrued earned PTO to cover such time away from work, the staff member will be provided unpaid time off.

PTO is paid at the staff member's regular rate of pay at the time of the PTO use. PTO is not considered hours worked for purposes of determining eligibility for, or calculating, overtime pay.

If a staff member is exhibiting a clear pattern of taking PTO on days just before or after a weekend, vacation, or holiday, and does not provide the verification required above, the staff member may be disciplined for misuse of PTO.

10.3.5 Massachusetts Earned Sick Time PTO Use

As explained above, PTO can be used for any reason, including reasons covered by the Massachusetts Earned Sick Time Law, which are:

- (1) to care for the staff member's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (2) to care for the staff member's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (3) to attend a routine medical appointment or a routine medical appointment for the staff member's child, spouse, parent, or parent of spouse;
- (4) to address the psychological, physical or legal effects of domestic violence; or
- (5) to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

Staff members who use PTO for a reason covered by the Massachusetts Earned Sick Time Law will not be retaliated against or otherwise subjected to any adverse action as a result of such use.

11. Sick Time Policy (Applicable Only to staff members Regularly scheduled to worked less than 20 hours per week (including "per diems"))

This Section of the Handbook does not apply to Triple M Staff as they are employed by Triple M and should refer to the Triple M Staff Handbook

This sick time policy is intended to comply with, and is implemented in accordance with, the terms and conditions of the Massachusetts Earned Sick Time Law and its implementing regulations. To the extent that a staff member is eligible for another type of leave during

sick time use, such as Family and Medical Leave Act Leave or any other statutory leave, the personal/sick time runs concurrently with such statutory leave, to the extent permitted by law (it is not in addition to, and does not extend, such leave). Staff members who use sick time for a reason covered by the Massachusetts sick time law will not be retaliated against or otherwise subjected to any adverse action as a result of such use.

11.1 Accrual Rate

Each eligible staff member earns 1 hour of sick time for every 30 hours worked. Staff members may not accrue or use more than 40 hours of sick time in any calendar year.

11.2 Sick time Uses

Sick time can be used:

- (1) to care for the staff member's child, spouse, parent, or parent of a spouse, who is suffering from a physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (2) to care for the staff member's own physical or mental illness, injury, or medical condition that requires home care, professional medical diagnosis or care, or preventative medical care;
- (3) to attend a routine medical appointment or a routine medical appointment for the staff member's child, spouse, parent, or parent of spouse;
- (4) to address the psychological, physical or legal effects of domestic violence; or
- (5) to travel to and from an appointment, a pharmacy, or other location related to the purpose for which the time was taken.

11.3 Anniversary Year Basis

This sick time policy operates on an anniversary year. Up to a maximum of 40 hours of accrued but unused sick time can be carried over from one year to the next. All other accrued but unused sick time is forfeited as of the anniversary date. Accrued but unused sick time will not be paid out to the employee upon termination of employment.

Sick time will begin to accrue upon the date of hire. However, it may not be used until 90 days of employment have been completed. Staff members who have a break in service may be eligible to have some or all of their sick time bank restored upon rehire. In such event, the staff member will be notified upon rehire.

11.4 Use of Sick time

The smallest amount of sick time employee staff member can use is one hour. For uses beyond one hour, MMM will track such use of sick time in accordance with our regular payroll time keeping practices (which tracks time to the closest quarter of the hour).

Where a staff member's use of sick time requires MMM to call in another staff member, the staff member is required to use an equal number of sick time hours as the replacement or call-in works, up to a full shift. If a non-exempt staff member lacks sufficient accrued earned sick time to cover such time away from work, the employee will be provided unpaid time off.

11.5 Notice of Sick Time Use

When sick time is needed, the staff member must notify MMM in advance, except in an emergency, as follows:

- For foreseeable or pre-scheduled use of sick time, the staff member must provide seven days advance notice, unless the staff member learns of the need to use earned sick time within a shorter period (and the staff member must complete and submit a "Sick Time Use Request Form");
- For unforeseeable use of sick time, reasonable notice is required; and
- For multi-day absences, the staff member must provide notice of the expected duration of the leave or, if unknown, then must contact MMM on a daily basis while absent.

11.6 Sick Time Pay Rate

Sick time will be paid at the staff member's regular hourly rate.

11.7 Verification and Documentation

Staff members will be required to verify in writing that they have used sick time for a reason covered by the Massachusetts Earned Sick Time Law, on the Sick Time Verification Form which will be provided.

Staff members are required to provide written documentation where the sick time use:

- a) exceeds 24 consecutively scheduled work hours;
- b) exceeds 3 consecutive days on which the staff member was scheduled to work;
- c) occurs within 2 weeks prior to a staff member's final scheduled day of work before termination of employment, except in the case of temporary staff members (i.e. "temp workers"); or
- d) occurs after 4 unforeseeable and undocumented absences within a 3-month period.

The documentation required will depend upon the nature of the absence, and will be consistent with the Massachusetts sick time law regulations. Staff members must submit the documentation within 7 days of use of the sick time, unless good cause is shown to provide more time to the staff member. MMM may also request a fitness-for-duty certification, a work release, or other documentation from a medical provider before employee staff

member returns to work where it is required by state and federal safety requirements and reasonably safety concerns exist regarding the staff member's ability to perform his/her duties. Furthermore, as a health care provider, MMM requires staff members making use of earned sick time during local, state or federally declared emergencies to provide written documentation from a medical provider substantiating its use.

11.8 Misuse of Sick time

- If a staff member is committing fraud or abuse by engaging in an activity that is not consistent with the allowable purposes for using sick time under the Massachusetts sick time law, the employee may be disciplined.
- If a staff member is exhibiting a clear pattern of taking leave on days just before or after a weekend, vacation, or holiday, and does not provide the verification required above, the staff member may be disciplined for misuse of earned sick time.
- Earned sick time may not be invoked as an excuse to be late for work without an authorized purpose under the Massachusetts sick time law.
- A staff member may not accept a specific shift assignment with the intention of calling out sick for all or part of that shift.
- If a staff member fails to comply without reasonable justification with the documentation requirements above, the employee may be charged the sum paid for earned sick time from future pay, as an overpayment.

12. Personnel Files

Personnel files are maintained by the Chief Operating Officer. Staff members may request the opportunity to review or receive a copy of their personnel file. Such requests must be in writing and directed to the Chief Operating Officer. Staff members may submit a response to any document in their file and the Chief Operating Officer will attach any response(s) to the related material in the file.

MMM shall notify a staff member within 10 days of MMM placing in the staff member's personnel record any information that may be used to negatively affect the staff member's qualification for employment, promotion, transfer, additional compensation or the possibility that the employee will be subject to disciplinary action.

In order to maintain the accuracy of each staff member's personnel record and for purposes of administering benefit plans, all staff members must report any changes of address, telephone, marital status or number of dependents to the MMM Chief Operating Officer within three (3) days of any change. Status changes may also necessitate changes to various benefit forms

13. Staff Member Reference/Employment Verification Policy

All requests by third parties for references or employment verifications regarding current or former staff members are to be referred to the Chief Operating Officer. No one other than the Chief Operating Officer is permitted to release information regarding a current or former staff member in response to such requests.

Upon receiving written authorization directed to the Chief Operating Officer from a staff member or past staff member, the Chief Operating Officer will confirm only the following factual information in response to a request for a reference or employment verification: dates of employment; position(s) held; and most recent hourly or bi-weekly pay rate.

14. Electronic Communication Policies

14.1. E-Mail, Voice-Mail and Internet Policy and Code of Conduct

MMM maintains an electronic mail system, a computer system, and a voice-mail system, and (for some positions) provides access to the Internet (the "Systems"). These Systems are provided by MMM to assist in operating the cultivation facility and the dispensaries. The Systems are MMM's property. Additionally, all materials composed, sent, viewed, or retrieved using the Systems are and remain the property of MMM. They are not the private property of the staff member and the staff member should have no expectation of privacy when using the Systems.

These Systems are provided for the conduct of business at MMM. Any personal use of these Systems may not interfere with the work of the staff members or others, and must otherwise comply with the policies in this Handbook. Use of these Systems must not disrupt the operation of MMM's network and must not interfere with productivity. The Systems are not to be used in any way which may violate any federal, state or local law or any of the policies in this Handbook. Among those which are considered in violation of this policy are any messages that violate MMM's Non-Harassment Policy, such as those that contain sexual implications, racial slurs, or any other content that offensively addresses someone's race, gender, age, sexual orientation, religious or political beliefs, national origin, genetic information, disability or other legally protected status. Any content sent through the Systems which MMM finds, in its sole discretion, to be in violation of MMM's policies may result in disciplinary action, up to and including termination of employment. Staff members who use the Systems may not attempt to obscure the origin, addressee or source of any information, data, or messages and may not access or attempt to access another staff member's accounts.

Staff members are encouraged to report any violations of this policy to their supervisor or the Chief Operating Officer. For example, if a staff member receives information or material in violation of this policy, the staff member must immediately report such receipt and such material may not be deliberately accessed, printed, forwarded or otherwise distributed. After receipt of the report, the Chief Operating Officer will direct the proper disposal of such information or material.

The Systems are not to be used to infringe the copyright or other intellectual property rights of MMM or of any third parties, as to all matters including any trade secrets, proprietary financial information, or similar materials.

Staff members should not expect that any information or data which they send, receive, access, download or store is confidential or private to them. All information and data on the Systems are the property of MMM, and are considered the practice's information. MMM reserves the right to review, monitor, download or copy any and all information, data, materials, files or messages which are accessed, transmitted, stored, received or sent on the Systems without informing the staff member.

The confidentiality of any message should not be assumed. Even when a message is deleted, it is still possible to retrieve and read such message. Further, the use of passwords for security does not guarantee confidentiality. All passwords must be disclosed to MMM or they are invalid and cannot be used. Notwithstanding MMM's right to retrieve and read any electronic mail or voice-mail messages, such messages must be treated as confidential by other staff members and accessed only by the intended recipient. Staff members must not review the e-mail or voice-mail of another staff member without the express, written permission of the staff member or the Chief Operating Officer.

Staff members shall not use a code or password to access a file, or retrieve any stored information, unless authorized to do so.

Staff members may not use the Systems to download software unless the software has been checked for viruses by the IT Department and approved by the staff member's supervisor and IT Department.

Staff members are required to comply with MMM's WISP.

Any staff member who discovers a violation of this policy must notify the Chief Operating Officer. Any staff member who violates this policy or uses the Systems for improper purposes shall be subject to discipline, up to and including termination of employment.

14.2. Social Media Policy

At MMM, we understand that social media can be a fun and rewarding way to share your life and opinions with family, friends and co-workers around the world. However, use of social media also presents certain risks and carries with it certain responsibilities. To assist you in making responsible decisions about your use of social media, we have established this policy for appropriate use of social media.

In the rapidly expanding world of electronic communication, social media can mean many things. Social media includes all means of communicating or posting information or

content of any sort on the Internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with MMM, as well as any other form of electronic communication. The same principles and guidelines found in MMM's policies apply to your activities online. Ultimately, you are solely responsible for what you post online. Before creating online content, consider some of the risks and rewards that are involved. Keep in mind that any of your conduct that adversely affects your job performance, the performance of fellow staff members or otherwise adversely affects patients and/or personal caregivers and people who work on behalf of MMM or MMM's legitimate business interests may result in disciplinary action up to and including termination.

Know and follow the rules

Carefully read this policy, MMM's E-Mail, Voice Mail and Internet Policy and Code of Conduct and MMM's Non-Harassment Policy, and ensure your postings are consistent with these policies. Inappropriate postings that may include discriminatory remarks, harassment, and threats of violence or similar inappropriate or unlawful conduct will not be tolerated and may subject you to disciplinary action up to and including termination.

Be respectful

Always be fair and courteous to fellow staff members, patients, personal caregivers and people who work on behalf of MMM. Also, keep in mind that you are more likely to resolve work-related complaints by speaking directly with your co-workers or by utilizing our Open Door Policy than by posting complaints to a social media outlet. Nevertheless, if you decide to post complaints or criticism, avoid using statements, photographs, video or audio that reasonably could be viewed as malicious, obscene, threatening or intimidating, that disparage patients, personal caregivers, staff members or suppliers, that might constitute harassment or bullying. Examples of such conduct might include offensive posts meant to intentionally harm someone's reputation or posts that could contribute to a hostile work environment on the basis of race, sex, disability, religion or any other status protected by law or company policy.

Be honest and accurate

Make sure you are always honest and accurate when posting information or news, and if you make a mistake, correct it quickly. Be open about any previous posts you have altered. Remember that the Internet archives almost everything; therefore, even deleted postings can be searched. Never post any information or rumors that you know to be false about MMM, fellow staff members, patients, personal caregivers, people working on behalf of MMM, or competitors.

Post only appropriate and respectful content

- Maintain the confidentiality of MMM client information, trade secrets and private or confidential information. Trade secrets may include information regarding the development of systems, processes, products, know-how and technology. Do not post internal reports, policies, procedures or other internal business-related confidential communications or patient and/or personal caregiver information.
- Do not create a link from your blog, website or other social networking site to an MMM website without identifying yourself as an MMM staff member.
- Express only your personal opinions. Never represent yourself as a spokesperson for MMM. If MMM is a subject of the content you are creating, be clear and open about the fact that you are a staff member and make it clear that your views do not represent those of MMM, fellow staff member, patients, personal caregivers or people working on behalf of MMM. If you do publish a blog or post online related to the work you do or subjects associated with MMM, make it clear that you are not speaking on behalf of MMM. It is best to include a disclaimer such as "The postings on this site are my own and do not necessarily reflect the views of MMM."

Using social media at work

Refrain from using social media while on work time or on MMM Systems, unless it is work-related as authorized by your manager or consistent with Company policies. Do not use MMM email addresses to register on social networks, blogs or other online tools utilized for personal use.

Retaliation is prohibited

MMM prohibits taking negative action against any staff member for reporting a possible deviation from this policy or for cooperating in an investigation. Any staff member who retaliates against another staff member for reporting a possible deviation from this policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination.

Media contacts

Staff members should not speak to the media on MMM's behalf without contacting the COO. All media inquiries should be directed to the COO. If you have questions or need further guidance, please contact your Dispensary Manager or the COO.

15. Resignation/Exit Interview

15.1. Resignation

Consistent with the concept of “at-will” employment, unless a staff member has a written agreement with MMM that states otherwise, all staff members are “at-will” which means that at-will staff members are free to resign at any time and MMM reserves the right to terminate any at-will staff member’s employment at any time. Non-Executive Management Team staff members who wish to resign from employment (and who don’t have written agreement with MMM that states otherwise) should provide MMM a minimum of two weeks’ written notice; Executive Management Team staff members (who don’t have written agreement with MMM that states otherwise) who wish to resign from employment should provide MMM a minimum of four weeks’ written notice. MMM reserves the right, however, (unless a written agreement between MMM and the staff members states otherwise) to accept a staff member’s resignation effective immediately or on any other date prior to the end of the notice period. Staff members are not permitted to take time off during their notice period without the approval of their supervisor.

Staff members will be paid all wages due and accrued but unused Paid Time Off upon separation of employment, consistent with applicable law.

At separation, staff members may be able to continue their and their eligible dependents’ enrollment in MMM’s group health and/or dental insurance plans pursuant to the provisions of COBRA. The separated staff member is responsible for the full monthly premium and a COBRA administrative fee. All other insurance coverage and other benefits cease on the last day of employment (unless a written agreement between MMM and staff members states otherwise).

15.2. Exit Interview

MMM is interested in the positive and negative impressions a staff member has formed while employed at MMM. The Chief Operating Officer will schedule an exit interview prior to a staff member's last day at work. MMM encourages staff members to attend their Exit Interview.

LEAVES OF ABSENCE

This Section of the Handbook does not apply to Triple M Staff as they are employed by Triple M and should refer to the Triple M Staff Handbook.

1. Leaves Of Absence

A leave of absence is paid or unpaid authorized time away from work (other than use of Paid Time Off). All requests for a leave of absence must be brought to the attention of the Chief Operating Officer for review and approval by the appropriate supervisor. Details of various leaves of absence are set forth below. Triple M Staff are not entitled to participate in MMM's policy regarding Leaves of Absence, as they are employees of Triple M, not MMM.

1.1. Bereavement Leave

Bereavement Leave is an authorized paid absence from work when a death occurs in a staff member's family. Bereavement Leave for one's immediate family member is five days. Immediate family members are the staff member's spouse, parents, siblings, and children. For the death of other family members such as grandparents, mother/father-in-law, daughter/son-in-law, and brother/sister-in-law, bereavement leave is three days. Bereavement leave pay for a part-time staff member is pro-rated on the same basis as the pro-ration of the accrual rate for Paid Time Off. A staff member is not eligible for bereavement pay on any day that the staff member is **not regularly scheduled to work**.

When additional time off is necessary, or if staff members wish to attend the funeral of a friend or more distant relative, they must use their earned Paid Time Off or, with the permission of the staff member's supervisor, take the time without pay if earned Paid Time Off is not available. Bereavement Leave **does not count as time worked when calculating overtime** for non-exempt staff members.

If Bereavement Leave is necessary, please notify your supervisor and the Chief Operating Officer as soon as possible.

1.2. Family and Medical Leave

MMM provides family and medical leave in accordance with and subject to the terms and conditions of the Federal Family and Medical Leave Act. In accordance with the Family and Medical Leave Act, eligible staff members may take up to 12 or 26 weeks of unpaid, job-protected leave in a year, known as "family and medical leave" or "FMLA leave."

To be eligible for FMLA leave, staff members must:

1. Have worked at least 12 months for MMM within the previous 7 years (or longer, if breaks in service occasioned by military duty);
2. Have worked at least 1,250 hours for MMM over the previous 12 months; and
3. Work at a location where there are at least 50 staff members within 75 miles.

Eligible staff members may take FMLA Leave in the following situations:

1. For the birth of a son or daughter, and to care for the newborn child;
2. For placement with the staff member of a son or daughter for adoption or foster care;
3. To care for the staff member's spouse, son, daughter or parent with a serious health condition;
4. Because of serious health condition that makes the staff member unable to perform the functions of the staff member's job.
5. Because of a qualifying exigency arising out of the fact that the staff member's spouse, child, or parent is a covered military member on active duty or has been notified of an impending call or order to active duty in support of a contingency operation.
6. To care for an individual who: is the spouse, child, parent, or next of kin (nearest blood relative) of the staff member; is a member or eligible veteran of the Armed Forces; and has incurred or aggravated a serious illness or injury in the line of duty.

For purposes of the situations numbered 1-5 above, eligible staff members may receive up to 12 work weeks of unpaid leave during a "rolling" 12 month period, measured backward from the date a staff member uses any FMLA Leave. FMLA Leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. For purposes of the situation numbered 6 above, the staff member may receive up to 26 work weeks of unpaid leave during a "single 12-month period" measured forward from the first day the eligible staff member takes FMLA leave; and any FMLA leave that the staff member also has taken for situations numbered 1-5 during the applicable time period counts toward the 26 work weeks total.

Eligible staff members may take FMLA Leave intermittently -- which means taking leave in blocks of time, or by reducing the normal weekly or daily work schedule -- whenever it is medically necessary to care for a seriously ill family member, or because the staff member is seriously ill and unable to work. Intermittent leave is available for the situation numbered 6 above when the staff member is needed to care for the covered service member. Intermittent leave is not permitted for the birth of a child, placement of a child for adoption, foster care or adoption of a child.

1.2.1. Notice and Designation of Leave

When seeking FMLA Leave, staff members must provide the following:

1. Thirty (30) days advance notice of the need to take FMLA Leave is required if

the need is foreseeable.

2. Medical certifications supporting the need for leave due to a serious health condition affecting you, an immediate family member or a covered service member; family relationship certification; qualifying exigency certification; and/or other documentation permitted under the FMLA regulations. Second or third medical opinions and periodic re-certifications (at the Company's expense) may also be required.
3. Periodic reports during the leave regarding your status and intent to return to work.
4. Medical certification of fitness for duty before returning to work, if the leave was due to your health condition.

1.2.2. Continuation of Benefits During FMLA Leave

MMM will maintain coverage for eligible staff members and (if applicable) their eligible dependents then enrolled in the group health plan during any FMLA Leave. This coverage will be provided on the same terms as if the staff member had continued to work. A staff member will continue to be responsible for the same share of plan premiums while on FMLA Leave. If a staff member elects not to return to work at the end of the leave period, the staff member will be required to reimburse the Company for the cost of premiums paid for maintaining coverage during the FMLA Leave period.

If an eligible husband and wife both work for MMM, they are limited to a combined total of **12 weeks** of FMLA Leave during any 12-month period if the leave is taken: (1) for the birth of the staff member's son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the staff member for adoption or foster care, or to care for the child after placement; or (3) to care for the staff member's parent with a serious health condition.

If an eligible husband and wife both work for MMM and either spouse takes any service member leave, there is a combined **26 week** limitation on the amount of FMLA leave they may take during the 12 month period after the commencement of the service member leave. Specifically, the spouses are limited to a combined total of 26 weeks of FMLA Leave during the 12-month period commencing when any service member leave is taken: (1) for birth of the staff member's son or daughter or to care for the child after birth; (2) for placement of a son or daughter with the staff member for adoption or foster care, or to care for the child after placement; (3) to care for the staff member's parent with a serious health condition; or (4) to care for a covered service member with a serious injury or illness. For example, an MMM employee takes FMLA leave beginning on March 1st to care for his son, a covered service member, with a serious injury or illness. He takes 16 weeks of leave. The employee's wife, also an MMM employees, requests to take FMLA leave beginning on July 1st to provide care for her mother who has a serious health condition. The wife would be entitled to 10 weeks of FMLA leave, because of the 26 week limitation applicable to

spouses employed by the same organization (16 weeks plus 10 weeks equals 26 weeks).

1.2.3. Application of Paid Time Off

Staff members on FMLA Leave must use all earned Paid Time Off in order to receive pay during any periods of unpaid FMLA Leave. However, the use of earned Paid Time Off does not extend the FMLA leave, rather it simply provides the staff member with pay during some or all of the unpaid FMLA leave.

Staff members who are eligible to take both FMLA leave and leave under the Massachusetts Parental Leave Act (“MPLA”) due to the birth or adoption of a child are not required to use earned Paid Time Off during the period of the leave that is MPLA leave, as further discussed below.

1.2.4. Returning to Work

Upon returning from a FMLA Leave, staff members will be restored to their original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions, subject to the terms and conditions of the FMLA. If a staff member fails to return at the end of FMLA Leave, the staff member will be considered to have voluntarily resigned from her/her position with MMM. In addition, the staff member may be required to reimburse the company for health and/or dental insurance premiums paid during the staff member’s FMLA leave, as allowed by FMLA.

Staff members on leave due to their own serious health condition must provide a doctor’s statement certifying their fitness for duty before returning to work.

If a staff member requires an extension of leave beyond the approved FMLA leave period, the staff member should submit a written request for such extension before the need arises and, where appropriate, provide additional certification. The Company will review such requests on a case-by-case basis.

1.3. Small Necessities Leave

Pursuant to the Massachusetts Small Necessities Leave Act (“SNLA”), staff members who are eligible for FMLA leave may also take up to 24 hours of unpaid leave in a 12-month period, on the terms specified below, for the following purposes:

- to participate in school activities directly related to the educational advancement of a son or daughter of the staff member, such as a parent teacher conference or interviewing for a new school;
- to accompany a son or daughter of the staff member to routine medical or dental appointments, such as check-ups or vaccinations;

- to accompany a relative by blood or marriage of at least 60 years of age to routine medical or dental appointments or appointments for other professional services related to the relative's care, such as interviewing at nursing or group homes.

SNLA leave is in addition to FMLA leave. It is available on the same terms as FMLA leave, except that SNLA leave may be taken in minimum increments of no less than one hour. To be entitled to the SNLA leave, staff members must provide notice as follows: if the need for leave is foreseeable, staff members must request the leave not later than seven days in advance; if the need for leave is not foreseeable, staff members must notify their supervisor as soon as practical under the circumstances of the individual case. To the extent possible, the notice should be in writing, using a certification form which is available from the Chief Operating Officer. SNLA must be approved in writing. Staff members taking SNLA leave will be required to use any earned Paid Time Off to receive pay during the unpaid SNLA leave. Use of earned Paid Time Off during SNLA leave does not extend the maximum 24 hours of SNLA leave, but rather, provides pay to the staff member during what otherwise would be unpaid SNLA leave. The maximum amount of paid and unpaid SNLA leave is 24 hours in a twelve month period.

1.4. Jury Duty/Witness Leave

MMM will pay staff members their full pay for the first three days of jury duty. If a staff member serves more than three consecutive days, MMM will pay the difference between the staff member's regular compensation and the compensation received from the relevant jurisdiction while serving on jury duty.

Staff members summoned for jury duty must notify their supervisors as soon as possible after the summons arrives and forward a copy of the jury duty summons to the Chief Operating Officer in order to allow MMM to make any necessary alternative staffing arrangements. Staff members must also provide their supervisors and the Chief Operating Officer verification of attendance for the days served. If the staff member completes service within a business day at a time sufficiently early to work the remainder of the day, the staff member must contact the supervisor to determine whether to report to work at MMM.

A staff member subpoenaed as a witness (other than in a case in which the staff member is a party in the case) will be granted necessary time off, without pay, to testify. Staff members must notify their supervisor and the MMM Chief Operating Officer promptly of their required attendance.

1.5. Workers' Compensation Leave

A staff member who suffers a work-related injury or illness may be eligible for a leave of absence, depending on the circumstances. In cases where the work-related condition constitutes a "serious health condition" under the Family Medical Leave

Act, the staff member will be eligible for FMLA leave and Family Medical Leave Act Policy will govern. In situations where a staff member suffers a work-related injury or illness and is not eligible for or exhausts the entitlement to leave under the FMLA or any other leave policy, MMM will provide additional leave as may be required by law.

1.6. Non-FMLA Leave Without Pay

Staff members who do not qualify for FMLA leave or any other leave described in this section may request a non-FMLA leave of absence (LOA) without pay. This request must be made in writing to the staff member's supervisor with a copy to the Chief Operating Officer. Requests for such leave may be granted at the sole discretion of MMM, in accordance with applicable law. Any available earned Paid Time Off must be used in order to receive pay during any LOA granted. Benefits earned on an accrual basis will not continue to accrue when the staff member moves into a non-pay status. Non-pay status occurs when staff members have exhausted all of their earned Paid Time Off. The staff member may elect to maintain group health or dental during an LOA. However, the staff member will be responsible to pay the entire premium for such coverage on the first day of each month to ensure that such coverage is not discontinued. MMM may not be able to guarantee job restoration following the LOA.

1.7. Leave Due To Infectious/Communicable Disease

In order to minimize the spread of communicable, contagious or infectious diseases or illnesses among staff members or to patients, personal caregivers, staff members who contract or are exposed to an infectious, contagious or communicable disease or illness that involves a significant risk of harm to others, must report this to their supervisor and the Chief Operating Officer. The staff member must provide any supporting medical documentation. This information will be kept confidential in accordance with MMM's legal obligations. MMM may require a further medical examination or review in order to determine whether the staff member may safely perform the duties of the staff member's position and return to work. Under certain circumstances, a staff member may be asked to take a leave of absence and/or to use PTO or sick time. It may also be necessary for some duration after contraction or exposure to: restrict the staff member's job activities so as to minimize contact with patients, personal caregivers and co-workers; require use of protective equipment; and/or take other measures in accordance with medical advice and other available information to protect MMM's staff and patients and/or personal caregivers. Triple M Staff and MMM's Executive Management Team should refer to the Cultivation and Processing Standard Operating Procedures regarding additional requirements pertaining to limiting the spread of communicable, contagious or infectious diseases or illnesses.

1.8. Parental Leave

MMM provides parental leave to eligible full-time staff members who have been

employed with MMM for at least three consecutive months, in accordance with the Massachusetts Parental Leave Act (“MPLA”). In most cases, staff members seeking parental leave will qualify for FMLA leave, and their MPLA leave will run concurrently with their FMLA leave. The Massachusetts Parental Leave Act (“MPLA”) provides eight weeks of unpaid leave per child to eligible staff members for the purpose of the birth of a child, adopting a child under the age of eighteen or adopting a child under the age of twenty-three if the child is mentally or physically disabled.

MPLA leave requests must be made in writing at least two weeks in advance of the date the staff member would like the leave to begin or, in emergency situations, with as much advance notice as practicable. (Normally, this should be within two business days of when the need for the leave becomes known to the staff member.) Employees are encouraged to contact MMM’s Chief Operating Officer to discuss the details of MPLA leave with staff members, including departure and return dates.

MPLA leave is unpaid and is eight weeks per child (i.e., if an eligible staff member gives birth to/has twins, she/he is entitled to 16 weeks of MPLA leave). If two employees of MMM give birth to or adopt the same child, the two employees are entitled to an aggregate of 8 weeks of MPLA leave. During MPLA leave, any staff member may, at his or her election, use earned Paid Time Off to receive pay during this unpaid leave. Staff members will not accrue Paid Time Off during MPLA leave when on “non-pay status.” Staff members will be able to maintain their group health and dental benefits, so long as they continue to pay their portion of the premiums.

A staff member on MPLA Leave must provide MMM written notice of his or her intention to return to work at least two weeks before the end of the approved leave period. Consistent with the requirements and conditions of the Massachusetts Parental Leave Act, a staff member who returns from MPLA Leave at the end of the leave period will be reinstated to the same position in which the staff member worked prior to leave, or to a similar position. If a staff member does not return to work on his/her scheduled date of return, and has not applied for additional leave under another leave of absence policy, MMM will consider the staff member to have resigned his/her employment voluntarily. In addition, MMM will require the staff member to reimburse the company for the portion of the premiums for group health and dental insurance coverage that MMM paid while the staff member was on MPLA leave.

1.9. Military Leave of Absence

Leaves of absence for military or reserve duty are granted to all full-time and part-time staff members, in accordance with applicable federal law known as USERRA. Staff members who are called to active military duty or to reserve or National Guard training, and staff members who volunteer for the same must submit copies of the military orders to their supervisor and to the COO as soon as practicable. Eligibility for reinstatement after military duty or training is determined in accordance with USERRA.

Staff members who submit their military pay voucher(s) will be paid the difference between their regular salary and their military pay for up to 10 days. Military leaves of absence are otherwise unpaid.

1.10 Massachusetts Domestic Violence Leave

In accordance with Massachusetts law, MMM will provide up to 15 days of unpaid leave in any 12 month period to staff members if:

1. The staff member or his/her family member is a victim of abusive behavior;
2. The staff member needs the leave to seek medical attention, counseling, victim services or legal assistance; to secure housing; to obtain a protective order; to appear in court; to meet with the district attorney or other law enforcement official; to attend child custody proceedings; or to address other issues directly related to the abusive behavior; and
3. The staff member is not the perpetrator of the abusive behavior against such staff member's family member.

Staff members are required to exhaust all Paid Time Off (PTO) prior to using the leave; the 15 day leave would follow the use of PTO (not run concurrently). Except in case of imminent danger to the health or safety of the staff member, the staff member seeking leave must provide fourteen calendar days' advance notice. If there is imminent danger, no advance notice is required, but the staff member must still notify a supervisor or the Chief Operating Officer within three working days after taking the leave. Someone other than the staff member may provide notice of the leave, including the staff member's counselor or social worker, a member of the clergy, a shelter worker, and the staff member's legal advocate.

MMM requires that the staff member provide documentation evidencing that the staff member or staff member's family has been a victim of abusive behavior and that the situation is a qualifying reason for the leave. The documentation must be submitted within 7 days of the staff member's request for leave. (Please see the Chief Operating Officer for the 7 examples of documentation that satisfied the above requirement).

If an unscheduled absence occurs for reasons that would have qualified for this type of leave, within 30 days for the unauthorized absence, the staff member can request that MMM designate such unscheduled absence as leave under this policy, provided the staff member submits documentation as described above.

MMM will keep confidential information regarding this type of leave, except to the extent that the law allows disclosure of such information, such as when it is necessary to protect the safety of the staff member or others employed at the workplace. Staff members will not be subject to adverse action or loss of accrued benefits for having taken this type of leave, and will be restored to the original or an equivalent position upon return from leave.

1.11 Leaves and Performance Reviews

Staff members taking any approved leave will have their performance review delayed by the amount of unpaid weeks taken during the leave. Future reviews will be scheduled based on the original review date.

COMPENSATION, PERFORMANCE REVIEWS AND INTERNAL JOB OPPORTUNITIES

This Section of the Handbook does not apply to Triple M Staff as they are employed by Triple M and should refer to the Triple M Staff Handbook.

1. Documenting Hours Worked - Tsheets

All staff members are responsible for utilizing the TSheets system either through a desktop computer or the mobile app when they are ready to begin work, when leaving the cultivation facility/dispensary for any reason (unless the leave is related to Triple M as requested by the staff member's supervisor), and when leaving for the day. Non-Exempt Staff Members are paid based on their time worked as reflected by their online TSheets time sheet through a computer or the mobile app. It is the responsibility of each staff member to properly record their hours worked and PTO as their bi-weekly compensation is based on them assuming and taking the responsibility to properly record their time on a daily basis.

A TSheets account will be set up on your behalf by your supervisor. You will receive an email or text message notifying you when your account is active. Follow the prompts to access your account and create an account password (if a password has not already been created for you). If you did not receive your TSheets account invitation, contact Kevin O'Reilly, Chief Operating Officer, for your login information. To access your TSheets account online, go to www.triplemmanagementcompanyllc.tsheets and sign in. The TSheets app is available from the App Store (iOS devices) and from Google Play (Android devices). If the TSheets app is not available on your device or will not work on your device, contact your supervisor.

Payroll adjustments are the responsibility of the staff member, not the Payroll Department. When the Payroll Department receives approved changes and/or additions after the payroll transmission cutoff, they will be processed in the next payroll period. Manual payroll checks will not be issued.

2. Paid/Unpaid Breaks.

All staff members working more than six consecutive hours in one day will be provided a paid lunch break of 30 minutes.

All staff members will be entitled to receive one (1) fifteen (15) minute paid break for every four (4) hours worked. As a result, a staff member who works an eight (8) hour shift will be entitled to two (2) paid fifteen (15) minute breaks in addition to their 30 minute paid lunch break.

Staff member may only punch "in" if they are ready to start work. Getting coffee,

changing from street clothes, lunch or smoking does not constitute work. Punching the time clock for another staff member, misusing the time clock, habitually missing punches, or falsifying punches is prohibited and will result in disciplinary action up to and including termination of employment.

3. Overtime

a. Non-Exempt

Non-Exempt Staff Members are paid hourly and are compensated at time and one-half for hours worked over 40 hours in any given workweek. Triple M's work week is Sunday to Saturday.

When Non-Exempt Staff Members who are regularly scheduled to work 40 hours Monday through Friday are requested by their supervisor to work on a weekend, the Non-Exempt Staff Member is compensated at time and one-half for hours worked on the weekend, with a four (4) hour minimum on any one day. Non-Exempt Staff Members who are regularly scheduled to work less than 40 hours per week and who are scheduled to work on a weekend will only receive their regular pay, and will not receive time and one-half.

For example: A staff member is scheduled to work Monday through Friday for 40 hours. The staff member is assigned to work on Saturday from 9am-1pm. The staff member is paid time and one-half for 4 hours for the work performed on Saturday.

All Non-Exempt Staff Members who are assigned to work on a holiday recognized by Triple M shall be paid double time for hours worked, regardless of the number of hours the staff member worked during the week the holiday occurs.

For example: A staff member is scheduled to work 20 hours during the week of Christmas. The staff member works on Christmas Day. The staff member is paid double his/her hourly rate for the work performed on Christmas Day.

Non-Exempt Staff Members *must* receive approval from their supervisor prior to working overtime.

Any paid or unpaid time off, such as use of earned PTO, sick time, holiday, or jury duty hours are not counted as hours worked when computing overtime.

b. Exempt

Exempt Staff Members are not eligible for overtime.

4. Payday

Paychecks are issued through direct deposit bi-weekly on Thursdays. When a holiday falls on a Thursday, staff members will be paid on the preceding Wednesday. Paycheck loans or advances of pay are not allowed.

5. Performance Appraisal, Evaluation And Salary Review

A staff member may receive some form of feedback at the completion of the first three months in any position at MMM. During a staff member's first three months or thereafter of employment (also known as the familiarization period), any violation of the rules or policies may result in immediate disciplinary action, up to and including termination. MMM may extend the familiarization period for a variety of reasons particularly if the staff member's performance is not meeting expectations or the supervisor has been unable to assess performance thoroughly during the first three months. Your supervisor and, when necessary the COO, will communicate when the familiarization period is to be extended.

Completion of the staff member's familiarization period is not be construed as a guarantee of employment for any specific duration and should not be construed to alter the at-will nature of the staff member's employment relationship with MMM.

Thereafter, performance and salary reviews for staff members in non-exempt positions will typically be conducted annually on the staff member's anniversary date. Performance reviews of staff members in exempt positions will usually be conducted on October 1st or a date determined by the manager because of a business need (for example, at a time when measurement information is timelier). Performance is evaluated based on a variety of factors, including, but not limited to, job knowledge, productivity and timeliness, quality of work, interpersonal relations, patient relations, initiative, judgment, adherence to policies and procedures, and completion of established objectives and goals. Increases in compensation are determined at MMM's sole discretion based upon the above criteria as well as budgetary and other considerations.

If a performance review is conducted after the review date and a compensation increase is awarded, the increase will typically be retroactive to the established review date.

6. Job Opportunities - Promotion and Lateral Transfer

When a non-exempt position opportunity arises, MMM generally will post the position internally. The Chief Operating Officer can provide additional information regarding any posted position. To be eligible for a new position, a staff member must be a staff member in good standing. Staff members may be considered not "in good standing" and ineligible for promotion or transfer if they are in the midst of any disciplinary proceedings or if their performance in the current position is inadequate. A staff member will typically be required to complete six months in a position prior to being considered for a promotion or transfer.

Based upon departmental needs, however, management may elect to consider a staff member for another position at any time. MMM may simultaneously seek external and internal candidates. MMM encourages all internal candidates to be as timely as possible when applying for any open position.

For lateral position changes, staff members will receive their performance/salary evaluation on the scheduled review date. If a lateral position change closely coincides with a review date, the review may be postponed for up to three months to assess the staff member's performance in the new position. An increase granted on a deferred review will then be retroactive to the staff member's original review date. If a position change is a promotion, the staff member will receive an informal performance evaluation after completing three months in the new position. Promotion-related increases will take place at management's discretion. A promotion generally will result in a change of review date, typically to the anniversary of the date the new position was assumed.

SUPPLEMENTAL POLICIES AND INFORMATION

1. Incidents and/or Accidents

Any accident involving a patient and/or personal caregiver or staff member at MMM must be reported as soon as possible to the staff member's supervisor or the Chief Operating Officer.

For information related to worker's compensation, please see description of MMM's Workers' Compensation Insurance Program.

2. Attendance

Work schedules are established by the supervisor. Requests for work schedule changes must be directed to the staff member's supervisor. If one of MMM's practice locations is closed at some time during the work day (e.g., due to a power outage or weather), all staff members will be sent home only after MMM is properly prepared (to the degree possible) for the following day, all of the patients and personal caregivers have departed the dispensaries, and all scheduled patients and personal caregivers have been notified of MMM's closing. Non-exempt staff members staying for the total number of hours MMM was open will receive a full day's pay. Non-exempt staff members who leave prior to the official closing of MMM will be paid only for the hours they worked, for a minimum of 4 hours.

If a staff member is unable to get to work due to weather conditions, but MMM is open, the staff member may use earned Paid Time Off for the absence or, if a non-exempt staff member, request to take it unpaid. Non-exempt staff members who do not have adequate earned Paid Time Off will not be paid for the day. Please refer to MMM's **Inclement Weather Policy** in this Handbook for more information.

Instances of arriving to work late or leaving work early without the approval of the staff member's supervisor will result in loss of pay (for non-exempt staff members) and disciplinary action, including potential termination of employment.

Any full-time staff member who is late for work six or more times in a six month period may be considered to have excessive tardiness, except to the extent any such tardiness is covered by the Massachusetts Earned Sick Time Law. This threshold is pro-rated for part-time staff members. If a staff member is deemed to have excessive tardiness, the staff member's supervisor will take appropriate action.

3. Decorum

Please do not eat, drink or socialize in front of patients or personal caregivers or anywhere in MMM's dispensaries. There is a staff room that can be used for such purposes during appropriate times. Waiting areas are to be used only by MMM patients and personal caregivers. Please assist MMM in presenting itself in a professional manner.

4. Dress Code

Your appearance is an important reflection on MMM. Appropriate attire enhances the professional image of MMM and must be worn at all times.

For staff members working in MMM's dispensaries: staff members shall wear the uniform polo provided to them by MMM and a pair of khaki or black pants.

For staff members working in the Cultivation Facility: Please refer to the Cultivation SOP #1 - Dress Code.

For staff members who are members of the Executive Management Team: attire that is acceptable includes: suits, dresses, skirts, casual pantsuits, blouses, blazers, sweaters, cotton/golf style shirts, dress pants including cropped pants or capris, khaki-type pants, full sleeveless shirts and open toe shoes (which does not include flip flops or flip flop type sandals).

Members of managements may *not* wear the following: jeans or any denim attire, shorts, bib overalls, halter tops or half shirts that expose the stomach, beachwear, tank tops, tee-shirts, shirts or other worn items which reflect any form of violent, discriminatory, abusive, offensive, demeaning or otherwise unprofessional message, spandex or other form-fitting pants, or distracting, offensive or revealing clothes. In addition, they may not wear "Crocs", or slippers.

MMM expects all staff members who come into contact with MMM's patients, personal caregivers and/or recreational customers will maintain good grooming habits including keeping facial and long hair groomed neatly.

Managers and supervisors are responsible for interpreting and enforcing dress and grooming standards in their areas of responsibility. This includes counseling staff members whose appearance is inappropriate. Reasonable accommodation will be made for staff members' religious beliefs and disabilities whenever possible, consistent with the business necessity to present a professional appearance to the public and to provide a safe environment for staff members, patients and personal caregivers. Questions or complaints that cannot be handled to a staff member's satisfaction by his or her supervisor or manager should be taken to the Chief Operating Officer.

Staff members whose appearance does not meet these standards will be counseled by their supervisor or manager. If the appearance is unduly distracting or the clothing is unsafe, the staff member may be sent home to correct the problem. The time away from the office of non-exempt staff members will not be paid. Repeated disregard for this dress and grooming policy may result in disciplinary action up to and including termination of employment or association with MMM.

5. Expense Reimbursement

MMM has established policies and procedures for administering business expense reimbursements. The Finance Department can supply an Expense Reimbursement Form

which must be used to request the reimbursement of the following business expenses:

- Mileage and parking for MMM office travel (see “Travel Reimbursement and Expense” policy and procedure)
- Other work related mileage and parking reimbursement (including seminars)
- Air Fare
- Tolls, taxi and car rental
- Meals and entertainment

Expenses that have been pre-approved by your supervisor such as meeting registration and cellular telephones must also be reported on an Expense Reimbursement Form and submitted to your supervisor for approval. Supporting documentation must be attached to the form when making these requests. The forms will then be submitted to the Finance Department for review and payment by a separate check.

MMM has adopted a per mile methodology for reimbursing business travel using the rate established by the IRS. It is important to utilize the most current Expense Reimbursement Form as a log for business travel miles to receive appropriate reimbursement.

MMM cannot reimburse for business expenses until MMM receives acceptable documentation to coincide with the items listed on the attached form. No expense (other than mileage and tolls) can be reimbursed unless a receipt is attached.

Upon receipt of this form and appropriate receipts, the Finance Department will review and process travel expense reimbursement with the next bi-weekly payroll.

6. Open Door Policy

MMM promotes an atmosphere whereby staff members can speak directly and freely with members of the Executive Management Team and Chief Operating Officer regarding any problems they may be encountering in the workplace. Staff members are encouraged to openly discuss any problems with their supervisor so that the appropriate action may be taken. If the supervisor cannot be of assistance, the Chief Operating Officer is available for consultation and guidance. MMM supports the success and happiness of all staff members. MMM welcomes the opportunity to assist staff members whenever feasible through this “open door” policy.

7. Inclement Weather

MMM's policy regarding inclement weather is to assume that as a provider of health care MMM will maintain its normal business hours. MMM asks staff members to make a personal decision regarding their personal safety during periods of inclement weather. If a staff member considers the weather to be too treacherous to come to MMM, the staff member must speak directly to the supervisor to request permission to not come to work. Staff members who request to leave early due to inclement weather must discuss such

request with their supervisor and obtain the supervisor's approval to leave early. If during a period of inclement weather a staff member comes in late, takes the day off, or leaves early, accrued Paid Time Off will be applied unless the non-exempt staff member requests that the time be taken unpaid. And, if a non-exempt staff member has no accrued Paid Time Off, the time will be unpaid. Staff members who are granted permission to leave early must punch out. Non-exempt employees will be paid only for the hours worked. Staff members must submit an Absence Request Form to their supervisor to take time off relating to inclement weather.

8. Position Description

Position descriptions are on file for most positions within MMM. The descriptions include the position, title, department, employment status (exempt or non-exempt), reporting relationships, essential functions, qualifications, duties and responsibilities. Staff members may review their position descriptions and recommend any additions and/or changes to their supervisor, who may present such changes to the Chief Operating Officer for consideration.

Staff members should keep in mind that position descriptions do not necessarily cover every task or responsibility that might be assigned, and do not limit management's right to assign additional duties as needed or to modify the scope of a position.

Non-exempt open positions that are posted will have specific position descriptions available for review in the Chief Operating Officer. Any requests for these descriptions will remain confidential unless the staff member elects to apply for the opening.

Position descriptions are used to evaluate positions and group them into position grades. The criteria used to evaluate each position include: knowledge, experience, complexity of duties, supervision received, the impact of errors, contact with others, access to confidential data, working conditions, character of supervision and scope of supervision. Due to the variety of factors, position descriptions that are quite different in actual job functions can be placed in the same position grade.

9. Registered Dispensary Agent

Every staff member must be registered as a Dispensary Agent of MMM with the Massachusetts Department of Public Health. MMM will assume the cost of processing the application to obtain such registration but the staff member will use its best efforts to obtain the initial and any renewal of such Registration.

10. Breakroom / Locker Rooms and Common Areas

The break room is for the benefit of all staff members. Each person is responsible for cleaning up after him/herself, including clean-up of the sink, counters and appliances (i.e., microwave, toaster oven, coffee pot, refrigerator, freezer, etc.).

MMM common area space is limited and therefore requires the constant attention of all individual staff members to keep it organized and clean. MMM reserves the right to discard items left in the lunch room and locker rooms after appropriate notice is provided to the staff.

11. Guidelines for Appropriate Conduct

Certain types of behavior and conduct may be so detrimental as to warrant immediate termination. While it is not possible to list all such conduct or behavior, the following are some examples of such conduct or behavior:

- Falsifying employment, credentials/licensure/degrees or other MMM records.
- Dishonesty.
- Engaging in criminal behavior or being charged with engaging in criminal behavior.
- Rude, unprofessional, or discriminatory treatment of a co-worker, supervisor, patient, personal caregiver and/or recreational customer.
- Violating MMM's non-discrimination and/or non-harassment policy.
- Soliciting or accepting gratuities from patients, personal caregivers, recreational customers or vendors.
- Engaging in excessive, unnecessary or unauthorized use of the MMM's supplies, Computer Systems, or property.
- Possessing, consuming or being under the influence of alcohol or illegal drugs at work or on MMM's premises.
- Illegally manufacturing, possessing, using, selling, distributing or transporting drugs.
- Fighting.
- Being insubordinate, threatening, intimidating, disrespectful, or assaulting a manager/supervisor, staff member, patient, patient caregiver or vendor.
- Stealing property from co-workers, patients/personal caregivers or MMM.
- Having firearms on MMM's premises or while on MMM business.
- Disregarding safety or security regulations.
- Engaging in insubordination.
- Taking MMM funds or property or charging against an MMM account without authorization.
- Violating MMM's policies regarding confidentiality of client information and proprietary business information.

In addition, if a staff member's performance become unsatisfactory in the judgment of MMM, staff members will be subject to disciplinary action, up to and including immediate dismissal. Nothing contained in this policy, however, should be construed as a promise or guarantee that particular action will be taken in any particular circumstances. Unless specifically stated otherwise in a written individual employment agreement, employment at MMM is at-will, which means that MMM or the staff member may terminate the employment relationship at any time and for any reason. MMM reserves the sole and absolute discretion to determine

when disciplinary action is warranted and what level of disciplinary action is warranted.

12. Customer Relations

MMM takes pride in delivering quality service to our patients and recreational customers. This can best be achieved when the performance of each staff member is governed by good judgment, integrity and respect for both fellow staff members and visitors.

To maintain this commitment, staff members are expected to:

- Be prepared to respond to basic inquiries from all MMM patients and recreational customers and co-workers in a courteous manner, and to make appropriate referrals when unable to assist.
- Maintain a professional demeanor when working with patients and personal caregivers.
- Provide a clean working environment.
- Take the time to listen to patients. If a patient complaint arises, listen and deal with the situation respectfully or make an appropriate referral.
- Protect the confidentiality and privacy of our patients, personal caregivers and recreational customers.

13. Personal Activities

Staff members must postpone personal tasks until after work. The telephones may not be used for personal calls unless they are urgent. The duration of urgent calls should be kept to a minimum. Personal cell phones, pagers and other electronic devices are to be turned off or put on silent mode while working. Staff members cannot send or receive calls or text messages while working. Personal calls must be made during a staff member's lunch or break period. Long distance charges must be made at the staff member's expense

Please do not bring children or pets to the workplace.

14. Security

We urge all staff members to be especially careful of personal belongings. MMM cannot be responsible for stolen or lost money, pocketbooks, coats, or personal items.

All staff members must turn off lights and computer terminals, and where applicable, printers, copiers and hot/cool air fans before leaving for the day.

15. Travel Reimbursement and Pay Policy

Reimbursement of Expenses

Effective January 1, 2018 MMM staff members have an assigned primary work location.

The primary work location is defined as the MMM dispensary or cultivation facility that the staff member is assigned to the majority of the work week. In those cases when the staff member has been assigned to two or more MMM locations an equal amount of time during a work week, the MMM location that is closest to your home address will be deemed your primary work location.

If a staff member is required to travel to another location rather than the primary work location to work for some or all of a day, she will be eligible for travel reimbursement and pay. Travel mileage must exceed normal commuting mileage in order to be reimbursable. Therefore, to qualify for mileage reimbursement, normal commuting miles must be subtracted from actual miles incurred. When this condition is met, a staff member will be paid for the difference. MMM will reimburse a staff member for mileage based on the IRS Mileage Rate in effect at the time of travel.

Example:

A staff member, whose primary work location is MMM Plymouth, lives 20 miles from MMM Plymouth and 50 miles from MMM Mashpee and is asked to travel to MMM Mashpee for the day. The staff member would receive reimbursement for 30 miles at the current non-taxable IRS rate, the difference between the usual commuting distance to Plymouth and the additional mileage to Mashpee. It is important to utilize the current Travel Expense Reimbursement Form as a log for business travel miles.

16. Smoking

MMM maintains a smoke-free work environment. Staff members are not permitted to smoke in the building, office, lobbies, lunch rooms, rest rooms or directly outside the entrance of any MMM dispensary/cultivation building. Staff members are prohibited from smoking or vaping any medical marijuana at any location of MMM's properties. If you have to smoke, you must obtain permission from your supervisor to have a smoking break and you must use the designated staff member smoking area. Please utilize the time clock for all smoking breaks unless they occur when you are punched out for lunch. Staff members must wash their hands upon return. In accordance with MMM's smoke-free workplace policy, off-site staff meetings will also be smoke-free.

17. Solicitation/Distribution

Persons who are not employed by MMM are prohibited from soliciting and from distributing literature or other materials, for any purpose and at any time, within MMM's buildings or property. Staff members are prohibited from allowing any third party to

access or use any of MMM's Systems.

Staff members are prohibited from soliciting during their work time or the work time of the other staff member(s).

Staff members are prohibited from distributing literature or other materials: at any time in the dispensaries; and during their work time or the work time of the other staff member(s)

For the purposes of this policy:

- (a) "Soliciting" includes approaching anyone or communicating with anyone, including sending e-mails or voice-mails on MMM's Systems, for any of the following purposes: offering anything for sale, asking for donations, collecting funds, canvassing or handing out or delivering membership cards or applications for any organization. Soliciting also includes requests which are charitable or benevolent in nature (e.g., Girl Scout cookie solicitations, fundraising for Pan Mass Challenge, etc.).
- (b) "Distributing literature or other materials" includes handing out, delivering, or e-mailing any literature or any other electronic, printed or written materials (except that handing out or delivering membership cards or applications for any organization is considered soliciting).
- (c) "Work time" does not include meal periods or rest periods or other specified periods during the workday when staff members are properly not engaged in performing their work duties and are in a non-patient care area.

In addition, the posting of written solicitations on MMM bulletin boards is prohibited, unless the posting is approved by the COO. If staff members have a message of interest to the workplace, they may submit it to the Chief Operating Officer for approval. The Chief Operating Officer will post all approved messages. Also, staff members may not send out company-wide or department-wide e-mail solicitations or distributions, without the express approval of the Chief Operating Officer.

18. Tipping or Accepting Gratuities

Monetary tipping, gratuities or non-monetary gifts from patients, personal caregivers, recreational customers or vendors to staff is not permitted.

19. Company's Operations Manual/SOPs.

Each staff member must familiarize him/herself with the information contained in MMM's Operations Manual and the Standard Operating Procedures applicable to his/her position must, at all times during his/her association with MMM, comply with the policies and procedures that are contained in the Operations Manual and applicable Standard Operating Procedures.

Employment Benefits

This Section of the Handbook does not apply to Triple M Staff as they are employed by Triple M and should refer to the Triple M Staff Handbook

The following summary has been designed as an overview of MMM's current benefits. Please note that MMM's benefit plans and the costs paid by MMM and the staff members are subject to change at any time.

Eligibility for some benefits occurs on a staff member's anniversary date as opposed to a calendar or fiscal year. If you have questions about your benefit eligibility date(s), please direct your questions to your supervisor or the Chief Operating Officer.

No Triple M Staff member is entitled to any of the benefits summarized in this Handbook as the Triple M Staff are not employees of MMM, but instead are employees of Triple M.

In addition, to the extent a staff member's written employment agreement with MMM provides a different benefit to the staff member than what is summarized in this Handbook, then the benefit stated in such employment agreement shall govern.

1.1. Insurance Benefits - To be Provided Once Financially Viable

1.2. 401(k) Retirement Plan - To be provided once financially viable

1.3. Paid Time Off (Vacation/Sick/Personal Time) Accrual Rates

The current PTO accrual rate at MMM is as follows:

1.3.1. Staff Member Accrual Rate

Non-exempt and exempt staff members scheduled to work full time will accrue Paid Time Off on the following bi-weekly accrual schedule. Part time benefits eligible staff will accrue PTO on a prorated basis.

Months of Service	Years of Service	Hours Earned Bi-Weekly
0 Months to 24 Months	0 Years to 2 Years	4.62
25 Months or more	3 Years or more	6.15

Please refer to Section 10 of the Staff Member Handbook for information regarding Carryover of Paid Time Off and Use of Paid Time Off.

1.3.2. Executive Management Team Accrual Rate

Staff members hired or promoted to an Executive Management Team position (as noted on the organizational chart) will accrue Paid Time Off on the following bi-weekly accrual schedule:

Months of Service	Years of Service	Hours Earned Bi-Weekly
0 Months to 35 Months	0 Years to 3 Years	6.15
36 Months or more	4 Years or more	7.69

Please refer to Section 10 of the Staff Member Handbook for information regarding Carryover of Paid Time Off and Use of Paid Time Off.

1.4. Holidays

Non-Exempt Staff Members who are regularly scheduled to work 20 hours or more per week are eligible to receive holiday pay for specific holidays that MMM recognizes (see list below).

All Non-Exempt Staff Members who work at least 40 hours per week and who are assigned to work on a holiday recognized by MMM shall be paid double time for hours worked, regardless of the number of hours the Non-Exempt Staff Member worked during the week the holiday occurs.

Non-Exempt Staff Members who work less than full time (less than 40 hours per week) will receive holiday pay on a pro-rated basis based on their established accrual rate for Paid Time Off ("PTO") (see Section 3 below).

Exempt Staff Members are not entitled to receive holiday pay when scheduled to work on a holiday. However, for each hour that an Exempt Staff Member works on a holiday the Exempt Staff Member may apply such hour(s) to the Exempt Staff Member's PTO bank.

MMM will provide a holiday schedule each Fall for the upcoming calendar year.

MMM recognizes the following holidays:

New Year's Day
Memorial Day
Fourth of July
Labor Day
Thanksgiving
½ day on Christmas Eve
Christmas

Although Triple M recognizes the above-listed holidays, staff members may be scheduled to work on such holidays to continue cultivation operations.

STAFF MEMBER ACKNOWLEDGEMENT

I acknowledge that I have received a copy of the Staff Member Handbook for M3 Ventures, Inc. (“Triple M”). I understand and acknowledge that I am responsible for reading, understanding and complying with the policies and procedures in this Handbook. I further understand and acknowledge that the Staff Member Handbook is a guideline for conduct at MMM, but that it may not be all-inclusive. I am responsible for asking my supervisor, the COO or Management for additional clarification of a section or sections of the Handbook that I do not understand or for additional information as needed.

I understand and acknowledge that:

- MMM reserves the right to revise, supplement or rescind any policies or portion of the Handbook or any benefit described herein from time to time as it deems appropriate, in its sole and absolute discretion;
- this Handbook is not a contract and does not create any contractual rights or obligations or guarantee employment for an specific period of time;
- unless I have a written employment agreement signed by MMM, my engagement with MMM is on an at-will basis, meaning MMM or I may terminate the employment relationship at any time and for any reason, and that MMM may terminate my assignment by Triple M of my services to MMM at any time ;
- this Handbook is not intended to, should not be construed to, and does not alter the at-will nature of employment or engagement (as applicable) with MMM; and
- MMM reserves the right to exercise its discretion to address any employment issue that arises and the Staff Member Handbook does not constitute a promise that MMM will take any particular action under any given circumstance.

Staff Member: _____
(Signature)

Staff Member Name: _____
(Print)

Date: _____
(Print)



**M3 VENTURES, INC.
D/B/A
TRIPLE M**

OPERATIONS MANUAL

**EFFECTIVE MAY 15, 2017
REVISED JULY 16, 2019**

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SECTION 1 DEFINITIONS

1. *CCC* means the Cannabis Control Commission.
2. *CCC On-Line System* means the CCC's on-line seed-to-sale system operated by METRC which the Company interfaces with its seed-to-sale system, LeafLogix.
3. *Certifying Provider* means a Massachusetts licensed physician or nurse practitioner who certifies that in his or her professional opinion the potential benefits of the use of marijuana would likely outweigh the health risks for a qualifying patient.
4. *Company* means M3 Ventures, Inc., d/b/a Triple M.
5. *Cultivation Batch* means a collection of marijuana plants from the same seed or plant stock (strain) and that are cultivated and harvested together and receive an identical propagation and cultivation treatment (e.g., growing media, ambient conditions, watering and light regimes, agricultural or hydroponic inputs). The Company assigns and records a unique, sequential serial identifier to each Cultivation Batch using its Seed-to-Sale Inventory System for the purpose of production tracking, product labeling, and product recalls.
6. *Cultivation Facility* means that certain building located at 9 Collins Avenue, Plymouth MA 02360 where the Company cultivates, harvests, trims and processes marijuana and MIPs.
7. *Database* means the Company's Seed-to-Sale System and the membership database that the Company maintains relating to the Seed-to-Sale System.
8. *Dispensary Agent* means a Company board member, director, employee, executive, manager, or volunteer, who is at least 21 years of age and who has been registered by CCC as a Dispensary Agent and by the CCC as a Marijuana Establishment Agent. "Employee" includes a consultant or contractor or agent who provides on-site services to the Company related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.
9. *Executive Management Team* means the President, Chief Operating Officer, Chief Financial Officer, Compliance Officer/General Counsel, Chief Medical Officer, and Director of Security and Anti-Diversion.
10. *Finished Marijuana Product* means Finished Plant Material, pre-rolled cannabis cigarettes, cannabis rosin, cannabis concentrate (e.g. oils or solids produced with solvent extraction methods) and MIPs.
11. *Finished Plant Material* means flowers of the female marijuana plant that have been trimmed and dried.

12. *Limited Access Area* means the areas in the Retail Dispensaries and Cultivation Facility that are inaccessible to any person other than Dispensary Agents (such as any place other than the Reception Area, Waiting Room, Patient Education Room and public side of the Retail Dispensaries).
13. *Marijuana Establishment* means an entity that has received a license from the CCC.
14. *Mashpee Retail Dispensary* means that certain building located at 29 Echo Road, Mashpee , MA 02649 where the Company stores and sells marijuana for medical use to Patients.
15. *MIPs* means a product infused with marijuana that is intended for use or consumption, including but not limited to edible products, ointments, aerosols, oils, tinctures and products for vaporization.
16. *MMJ Online System* means the Virtual Gateway.
17. *Patient* means a Registered Qualifying Patient who has received a Registration Card from the CCC.
18. *Personal Caregiver* means a person, registered by CCC, who is at least 21 years old, who has agreed to assist with a Patient's medical use of marijuana, and is not the Patient's Certifying Physician.
19. *Plymouth Retail Dispensaries* means the medical and recreational retail dispensaries located at 9 Collins Avenue, Plymouth, Massachusetts.
20. *Production Batch* means a batch of Finished Medical Marijuana Product made at the same time, using the same methods, equipment, and ingredients. The Company assigns and records a unique, sequential serial identifier and bar code label to each Production Batch using its Seed-to-Sale Inventory System for the purpose of production tracking, product labeling, and product recalls. All production batches are traceable to one or more marijuana Cultivation Batch(es).
21. *Registration Card* means an identification card issued by CCC to a Patient, Personal Caregiver or Dispensary Agent as well as a card issued by the CCC to a Dispensary Agent.
22. *Restricted Access Personnel* means the Company's Executive Management Team, Dispensary Managers, Inventory Control Manager, Director of Cultivation, Director of Processing and Master Grower.
23. *Retail Dispensaries* means the Plymouth Retail Dispensaries and the Mashpee Retail Dispensary.
24. *RMD* means a registered marijuana dispensary that has received a certificate of registration from CCC.

25. *Usable Marijuana* means the fresh or dried leaves and flowers of the female marijuana plant and any mixture or preparation thereof, including MIPs, but does not include the seedlings, seeds, stalks, or roots of the plant.
26. *Written Certification* means a form submitted to CCC by a Certifying Provider, describing the qualifying patient's pertinent symptoms, specifying the patient's debilitating medical condition, and stating that in the physician's professional opinion the potential benefits of the medical use of marijuana would likely outweigh the health risks for the patient.

SECURITY POLICIES AND PROCEDURES

SECTION 2

1. GENERAL SECURITY REQUIREMENTS

A. Authorized Access - General

The Company only permits Patients and Personal Caregivers with valid CCC issued registration cards to access the Plymouth and Mashpee Medical Retail Dispensaries and only permits customers to access the Plymouth Recreational Retail Dispensary in accordance with the Dispensing Policy and Procedure (Section 9 of this Manual). The Security Guard will prevent Patients and Customers from consuming Final Marijuana Product on premises, including in the parking lot. The Security Guard will ensure that each Patient, and/or Personal Caregiver and/or Customer will leave the parking lot of the Retail Dispensary within 15 minutes after exiting the applicable Retail Dispensary.

Employees, vendors and contractors are only permitted unescorted access to the Cultivation Facility and/or the Retail Dispensaries if they are registered Dispensary Agents of the Company, and their access may be limited within such areas to the extent the area is a Limited Access Area, as described below in subsection 1.C of this Policy and Procedure. Such individuals shall only have access to the Cultivation Facility and/or Retail Dispensaries during the time they are providing a service on behalf of the Company.

Visitors and other vendors and contractors pre-approved by the Executive Management Team who are not Dispensary Agents are only permitted access in accordance with the Visitor Check-In Requirements and Access, as described below in subsection 1.D of this Policy and Procedure.

Representatives of CCC in connection with their responsibilities under the Medical Use of Marijuana Program, representatives of the CCC, emergency responders in the course of responding to an emergency, law enforcement personnel, local public health, inspectional services or other permit-granting agents acting within their lawful jurisdiction may have access to the Cultivation Facility and the Retail Dispensaries, including Limited Access Areas (as described below).

Other than as described in this Subsection, no other individuals shall have access to either the Cultivation Facility or the Retail Dispensaries.

B. Disposal of Excess Marijuana or Upon Revocation/Non-Renewal of Registration

Any marijuana that the Company has harvested that is in excess of the projected quantity for the needs of its Patients (and which may not be distributed to another RMD in accordance with the

Company's Inter-RMD Acquisition and Distribution Policy (Section 10.C of this Manual) or otherwise transferred to the Company's Recreational Retail Dispensary to support its normal, efficient operation) shall be accounted for in the Seed-to-Sale System in accordance with the Inventory Policy and Procedure (Section 10 of this Manual) and disposed of in accordance with the Company's Waste Disposal Policies and Procedures (Section 12 of this Manual).

The Company shall immediately dispose of the entire stock of marijuana and Finished Marijuana Product under conditions approved by the CCC in the event of revocation or non-renewal of the Company's registration and/or license in accordance with the Company's Waste Disposal Policies and Procedures.

C. Limited Access Area and Restricted Access within Limited Access Area

Only Dispensary Agents may access Limited Access Areas, except as described below (Subsection 1.D of this Policy) regarding Visitor Check-In Requirements and Access. Limited Access Areas are closed off to Patients, Personal Caregivers and Customers by locked doors. Visitors may access Limited Access Areas only upon the guided escort of a designated Dispensary Agent.

The entranceway to any Limited Access Area will be marked with a sign that is at least 12" by 12" that states: "Do Not Enter - Limited Access Area -- Access Limited to Authorized Personnel Only". The lettering will be no smaller than 1 inch in height.

As described more fully below, Limited Access Areas are accessible only to the minimum number of employees essential for efficient operation. In general, with the exception of the Executive Management Team, Retail Dispensary Managers and members of the Company's security personnel, the Retail Dispensary staff members will not have access to the Cultivation Facility and likewise the Cultivation/Processing staff will not have access to the Retail Dispensary.

D. Visitor Check-In Requirements and Access

The Company will ensure that all pre-approved visitors and contractors and vendors who are not registered as the Company's Dispensary Agents (collectively, "Visitors") wear a visitor identification badge prior to entering any Limited Access Area. Prior to receiving a visitor identification badge, the Visitor must provide the Receptionist his/her driver's license and will then be logged in and out in the Visitor's Log by the Receptionist. Visitors must be at least 21 years of age or older. A designated Dispensary Agent will serve as the escort in Limited Access Areas and/or the Medical Retail Dispensaries. To the extent that a Visitor should require access to an area that is neither a Limited Access Area nor a Medical Retail Dispensary (such as a construction contractor working in the to-be-built portion of the Cultivation Facility), a Dispensary Agent shall escort the Visitor to the area where the Visitor can work independently. All access doors that will lead to a Limited Access Area or the Retail Dispensary will be locked so the Visitor will need to contact the Dispensary Agent to escort him/her from such area through any other area of the Cultivation Facility or Medical Retail Dispensary. Prior to leaving the Cultivation Facility/Dispensary, the visitor will log out with the Receptionist and return the

visitor identification badge. The Visitor's Log will be available for inspection by CCC at all times.

E. Storage

The Cultivation Facility and the Retail Dispensaries store all Finished Medical Marijuana Product in the Final Product Vault maintained in Limited Access Areas which are inaccessible to any person other than authorized Dispensary Agents. The vaults will be maintained by the Company's proximity card system that will have real-time monitoring capabilities of all access points (opening and closing) and will be climate controlled. The Company's security team maintains a record of access.

More specifically, as discussed in the Dispensing Policy and Procedure (Section 9 of this Manual) and the Cultivation Policy and Procedure (Section 5 of this Manual), in Plymouth, the Final Product Vault is located in the Cultivation Facility just outside the Security Room and in Mashpee, the Final Product Vault is located in a Limited Access Area in an area just outside the Mashpee Retail Dispensary. The Final Product Vaults will be locked at all times and accessed only as necessary to remove or replace any Final Marijuana Product.

As described in the Cultivation and Processing Policies and Procedures (see Section 5 of this Manual) all equipment used for the production, cultivation, harvesting and processing of marijuana and MIPs is contained in Limited Access Areas of the Cultivation Facility, which are locked at all times, accessible only by proximity card access. Also any marijuana being trimmed or processed that cannot become a Final Marijuana Product until the next day will be stored in closed food grade bins in the Drying Room, Trimming Room or Extraction/Packaging Room, which rooms are a Limited Access Area accessible only by the proximity card system for authorized Dispensary Agents.

As described in the Waste Disposal Policies and Procedures (see Section 12 of this Manual), all marijuana that is to be disposed of because it is outdated, damaged, deteriorated, mislabeled or contaminated or whose containers or packaging have been opened or breached, is maintained in the MMJ Waste Barrels, which are located in the locked receiving bay inside the Cultivation Facility, a Limited Access Area of the Cultivation Facility.

All of the Company's storage areas for marijuana are maintained (1) in a clean and orderly condition; (2) with adequate lighting, ventilation, temperature, humidity, space and equipment; and (3) are free from infestation by insects, rodents, birds, and pests of any kind.

F. Proximity Card System

All of the Cultivation Facility's and Retail Dispensaries' exterior and interior doors (other than the main entrance to the Reception Area of the Retail Dispensaries) will be secured by a proximity card system and access will be monitored real-time by the Company's in-house security team. The proximity card system will assign card keys based on the Dispensary Agent's position within the Company and attendant authority to enter particular areas of the Cultivation

Facility and/or Retail Dispensary which will prohibit unauthorized staff access to areas to which they have not been authorized. The proximity cards will be on the person of each Dispensary Agent at all times so that they are not accessible to persons other than the specifically authorized personnel. The main entrance to the Retail Dispensaries will be locked at all times after normal hours of operations. The Dispensaries will have external Fire CCC Knox Boxes for emergency entry.

G. Access to Security Measures

Only the Restricted Access Personnel and members of the Company's security personnel will have access to the Company's security measures and only the Director of Security and Anti-Diversion has the authority to change any security measure.

H. External Perimeter

The external perimeters of the Cultivation Facility and the Retail Dispensaries will be fenced and lit from dusk to dawn as approved by the municipality to provide proper visual surveillance. These external areas will be monitored by video surveillance (discussed below in Subsection 2.B of this Policy).

The external perimeter of the Cultivation Facility and the Plymouth Retail Dispensaries and the Mashpee Retail Dispensary will be monitored by a Security Guard during hours of operation and will be monitored by video surveillance during after-hours (as discussed below).

All trees, bushes, ground cover and foliage will be pruned and maintained in a manner to ensure that the Cultivation Facility and Retail Dispensaries are free from areas that an individual would be able to position themselves to be concealed from the security guards, surveillance system, the Dispensary Agents, Patients, Personal Caregivers and/or customers. Mashpee specifically requires that such foliage cannot serve to conceal someone from sight within fifty feet of any entrance of the Mashpee Retail Dispensary or of the parking lot.

I. Diversion, Theft or Loss of Marijuana

In the event the Company discovers diversion, theft, or loss of marijuana, it will follow the Incident Event Policy and Procedure (Section 4 of this Manual).

J. Cash on Premises

In Plymouth, cash is stored in the Final Product Vault, which is in a Limited Access Area. In Mashpee, cash is stored in the Final Product Vault, also in a Limited Access Area, until it is transported to Plymouth by a Mashpee Dispensary Agent to be housed in Plymouth's Final Product Vault. Only the Retail Dispensary Managers, CEO, COO and Director of Security has authority to move the cash to the Final Product Vault in Plymouth or Mashpee, as applicable, and such person shall account for the cash collected in a daily cash collection log. Discrepancies as to cash received and point of sale cash transactions are reviewed and resolved on a daily basis by

the Retail Dispensary Managers. Dispensary Agents transfer cash from the Mashpee Retail Dispensary to Plymouth on a randomized basis. The Company transports the cash to its bank on a randomized basis in its unmarked commercially licensed vehicle.

K. Dispensary Agent Identification Badge

The Company's Dispensary Agents will display an identification badge at all times while at the Cultivation Facility and/or Retail Dispensaries or when transporting marijuana.

2. SECURITY SYSTEM

The security system equipment and records are maintained in the Security Office, which is in a Limited Access Area, locked at all times and accessible only to the Security Personnel, the Executive Management Team, law enforcement authorities acting within their lawful jurisdiction, security system service personnel (in accordance with the Company's Visitor Check-In and Access Policy and Procedure stated in Section 2.D of this Manual) or representatives of CCC. The Security Room is not used for any purpose other than to maintain security system equipment and records and to conduct security surveillance in connection with such security system. Upon request, the Company provides a list to CCC of all Dispensary Agents and service personnel that have access to the Security Room.

A. Alarm System

All perimeter entry points and windows of the Cultivation Facility and the Retail Dispensaries are equipped with alarms which will be triggered if breached.

The Company's alarm system is equipped with a failure notification system that provides an audible, text, or visual notification of any failure in the surveillance system (due to loss of electrical power or mechanical malfunction or in the case of breach of security) to the Director of Security and Anti-Diversion, the CEO and the COO within five minutes after the failure, either by telephone, email, or text message.

In addition, the Cultivation Facility as well as the Retail Dispensaries are equipped with panic alarms that immediately notify the Company's security monitoring company to contact local law enforcement authorities.

B. Video Surveillance

The Company has installed video cameras in all areas that may contain marijuana, at all points of entry and exit to the Cultivation Facility and/or the Retail Dispensaries, the perimeter of the Cultivation Facility and the Retail Dispensaries and all points of entry and exit and in the parking lot. In addition, the Company has installed video cameras that are directed at all safes, vaults, sales areas, and areas where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed. The video cameras are

angled so as to allow for the capture of clear and certain identification of any person entering or exiting the Cultivation Facility or Retail Dispensary or any area where marijuana is cultivated, harvested, processed, prepared, stored, handled, or dispensed.

The video cameras record all activity 24 hours each day. All recordings and security system equipment are housed in the Security Room to ensure the prevention of theft, loss, destruction or alternations of the recordings and security system. The Security Room remains locked at all times and the sole purpose of the Security Room is for surveillance. Only the Executive Management Team, members of the Company's security personnel, law enforcement authorities acting within their lawful jurisdiction, security system service personnel and CCC have access to the Security Room. A list of the Executive Management Team and the Company's security personnel will be made available to CCC upon request.

The Company shall maintain recordings from all video cameras for a period of 90 days and shall make the same available for immediate viewing by CCC upon request. Recordings shall not be destroyed or altered, and shall be retained as long as necessary, if the Company is aware of a pending criminal, civil, or administrative investigation, or legal proceeding for which the recording may contain relevant information.

The video cameras will immediately produce a clear, color, still photo (live or recorded). A date and time stamp will be embedded on all recordings and the date and time is synchronized and set correctly and does not significantly obscure the picture. The video recording will allow for the exporting of still images in an industry standard image format, including .jpg, .bmp, and .gif. Exported video has the ability to be archived in a proprietary format that ensures authentication of the video and guarantees that no alteration of the recorded image has taken place. Exported video also has the ability to be saved in an industry standard file format that can be played on a standard computer operating system.

The Company shall ensure that all video recordings shall be erased or destroyed prior to disposal.

C. Power Outage

To ensure continuous operations of the Company's security system (alarm system and video surveillance), the Company's power supply will be backed up by a natural gas generator and a battery powered uninterrupted power supply.

D. Testing/Maintenance

The Company inspects and tests all video surveillance equipment and alarms at regular intervals, not to exceed 30 days from the previous inspection and test. In the event of any failure of such equipment and/or alarm, the Company immediately obtains maintenance to ensure that it is properly working.

3. PERSONNEL SECURITY

Except with respect to the Executive Management Team and security personnel, Cultivation Staff may only enter and exit the Cultivation Facility through one location and Retail Dispensary staff may only enter and exit the Dispensaries through one location.

- Upon entrance, the Dispensary Agent enters the “Break Room” which is monitored by surveillance cameras. The Break Room has lockers for storage of personal items, such as wallets, keys, money and phones. At the end of their shift, each Dispensary Agent must leave his/her locker unlocked.
- Dispensary Agents will not be allowed to bring personal bags, back packs or purses into the Cultivation Facility or Retail Dispensary.
- All Dispensary Agents assigned to the Retail Dispensary and/or Cultivation Facility will wear Company-issued uniforms.
- As discussed above in Subsection 1.C of this Policy, Dispensary Agents will only have access to the sections of the Dispensary that relate to their function at work. For instance, for the most part a Dispensary Agent working in the Cultivation Facility will not have access the Retail Dispensary and vice versa.

4. SECURITY SYSTEM AUDIT

On an annual basis, the Company undergoes, at its own expense, a security system audit by a vendor approved by CCC. The audit report is submitted, in a form and manner determined by CCC, no later than 30 calendar days after the audit is conducted. In the event that the audit identifies concerns related to the Company’s security system, the Company also will submit a plan to mitigate those concerns within 10 business days of submitting the audit.

TRANSPORTATION POLICIES AND PROCEDURES

SECTION 3

Final Marijuana Product may only be transported (1) to and from the Company's Retail Dispensary and Cultivation Facility locations; (2) to the Company's laboratory for testing; (3) to a Patient's or Personal Caregiver's primary residence for home delivery; or (4) to or from another separately-owned Registered Marijuana Dispensary or Marijuana Establishment ("RMD/MJ Establishment"). Such transportation shall only be done by the Company's Dispensary Agents, unless the Company is receiving Final Marijuana Product from another RMD/Marijuana Establishment, in which case the transportation may instead be done by such RMD's/Marijuana Establishment's Dispensary Agents. No other form of marijuana other than Final Marijuana Product is transported from the Cultivation Facility. Please refer to Transportation SOPs #1-4. The Company will not engage in any other transportation of marijuana without CCC's approval.

Because the Company grinds and incorporates medical marijuana waste with solid wastes such that the resulting mixture renders the medical marijuana waste unusable, pursuant to 935 CMR 501.105(10) and 935 CMR 500.105(12), the Company does not follow this Policy and Procedure in connection with the disposal of marijuana waste.

1. GENERAL REQUIREMENTS

All transport vehicles will be staffed with 2 Dispensary Agents, and at least 1 Dispensary Agent will remain with the vehicle at all times that the vehicle contains Final Marijuana Product. Each Dispensary Agent shall carry his/her Dispensary Agent Registration Card at all times when transporting Final Marijuana Product and shall produce it to CCC representatives or law enforcement officials upon request. Each Dispensary Agent must have a driver's license in good standing issued by the Massachusetts Registry of Motor Vehicles for the class of the Company's

Prior to leaving the origination location, on video, a Dispensary Agent weighs, inventories, and accounts for all Final Marijuana Product to be transported. On video, a Dispensary Agent re-weighs, re-inventories, and accounts for all Final Marijuana Product transported, within eight hours after arrival at the destination, except in the case of home delivery (as discussed more fully below).

Where videotaping is required when weighing, inventorying, and accounting of Final Marijuana Product before transportation or after receipt, the video must show each Final Marijuana Product being weighed, the weight and the applicable manifest.

The Company documents and reports any unusual discrepancy in weight or inventory to CCC and local law enforcement within 24 hours. The Company reports to CCC and to local law enforcement any vehicle accidents, diversions, losses, or events listed in the Incident Event Policy and Procedure (Section 4 of this Manual) within 24 hours.

All Final Marijuana Product must be packaged in a sealed, labeled and tamper or child-resistant package prior to and during transportation.

For any non-home delivery transportation, any vehicle transporting Final Marijuana Product travels directly to the receiving RMD or the testing laboratory (as applicable) and will not make any stops. In the case of an emergency stop, a log must be maintained describing the reason for the stop, the duration, the location, and any activities of personnel exiting the vehicle.

All delivery times and routes must be randomized and all routes remain in the Commonwealth.

Representatives of CCC, emergency responders in the course of responding to an emergency and authorized law enforcement personnel or local public health, inspectional services or other permit-granting agents acting within their lawful jurisdiction shall have access to any Company vehicle transporting Final Marijuana Product.

A. Vehicle Requirements

Only vehicles owned or leased by the Company are used to transport Final Marijuana Product. Each such vehicle will

- Be properly registered, inspected and insured in the Commonwealth of Massachusetts and the relevant documentation will be stored by the Company and made available to CCC upon request;
- Be equipped with adequate heating and air conditioning systems to properly store the Final Marijuana Product;
- Contain a secure, locked storage compartment that is part of the vehicle transporting the Final Marijuana Product, which cannot be easily removed (for example, bolts, fittings, straps or other types of fasteners may not be capable of being manipulated with commonly available tools);
- Be an unmarked car such that it will not bear any markings indicating that the vehicle is being used to transport Final Marijuana Product and will not indicate the Company's name or its logo;
- Contain a global positioning system monitoring device that is
 - Not a mobile device that is easily removable;
 - Attached to the vehicle at all times that the vehicle contains Final Marijuana Product;
 - Monitored by the Company's security team during transport of Final Marijuana Product; and
 - Inspected by CCC prior to initial transportation of Final Marijuana Product or after alteration to the locked storage compartment.

No Final Marijuana Product shall be visible from the outside of the vehicle.

When transporting Final Marijuana Products, no other products may be transported or stored in the same vehicle. No firearms will be located in the vehicle or on a Dispensary Agent.

B. Communications/Tracking

Each Dispensary Agent transporting Final Marijuana Product will have access to a secure form of communication (either a cellular phone or 2 way digital or analog radio) with the personnel at the origination location at all times that the vehicle contains Final Marijuana Product.

Prior to, and immediately after leaving the original location, the Dispensary Agents shall use the secure form of communication to contact the origination location to test communications and GPS operability.

The Dispensary Agents shall communicate with the origination location at least every 30 minutes during the trip and shall contact the origination location when stopping at and leaving any scheduled location (e.g., for Home Delivery at each Patient/Personal Caregiver residence). If communications fail or if the GPS system fails while en route to a delivery, the Dispensary Agents transporting the Final Marijuana Product must return to the origination location until the communication system and/or GPS system, as applicable, is operational.

A Dispensary Agent at the origination location must log all official communications with the Dispensary Agents transporting the Final Marijuana Product and a Dispensary Agent must be assigned to monitoring the GPS unit and secure form of communication.

2. TRANSPORTATION BETWEEN RMDS/MJ ESTABLISHMENTS

All Final Marijuana Product that is delivered to and from the Cultivation Facility, the Company's Retail Dispensaries or to/from another RMD/Marijuana Establishment not owned by the Company shall be transported directly to the destination RMD/Marijuana Establishment and the Dispensary Agents shall not make any stops.

The Company shall ensure that all transported Final Marijuana Products to or from another RMD/MJ Establishment shall be linked to the CCC Online System. An RMD/MJ Establishment Manifest shall be filled out in triplicate with the original RMD/MJ Establishment Manifest remaining with the origination location, a copy kept with the Dispensary Agents during transportation and then returned to the origination location and a third provided to the destination location upon arrival, which shall be provided to the destination RMD/Marijuana Establishment upon arrival. Prior to transport, the RMD/MJ Establishment Manifest shall be securely transmitted to the destination RMD/MJ Establishment by email. Upon arrival at the destination RMD/MJ Establishment, a Dispensary Agent at the destination RMD/Marijuana Establishment shall compare the RMD/MJ Establishment Manifest produced by the Dispensary Agents transporting Final Marijuana Product to the copy transmitted by email.

Any Final Marijuana Product that is undeliverable or is refused by the destination RMD/Marijuana Establishment shall be transported back to the originating RMD/Marijuana Establishment.

Please refer to Transportation SOP #2: Preparing for Transfer regarding the Transportation Manifest.

The Company maintains the RMD/Marijuana Establishment Manifest for a period of one (1) year and shall make it available to CCC/CC upon request.

3. HOME DELIVERY

The Company does not currently, but may in the future offer a courier service throughout the Commonwealth of Massachusetts to deliver marijuana for medical use to those Patients or Personal Caregivers who prefer home delivery, either for purposes of convenience or due to accessibility limitations. The Company will charge a courier fee in exchange for this service.

The Company provides home delivery of marijuana to a Patient or Personal Caregiver only if she or he is a Patient (and, to the extent applicable, a Personal Caregiver) who has a current, valid Registration Card that is supported with a Patient's valid Written Certification in CCC's MMJ Online System. If possible, the Patient goes to one of the Company's Retail Dispensaries so the Company can verify the Patient has a valid Registration Card and Valid Form of Identification (in accordance with the Dispensing Policy and Procedure (Section 9 of this Manual). If the Patient is unable to go to one of the Company's Retail Dispensaries, then the Home Delivery Couriers will perform such verification as described below. If a Personal Caregiver is requesting home delivery at his/her primary address then the Personal Caregiver **MUST** go to one of the Company's Retail Dispensaries for such verification before receiving home delivery. Even if pre-verification has occurred, the Home Delivery Couriers re-validate the Patient (and, to the extent applicable, Personal Caregiver) based on the procedures outlined below when they arrive at the primary residence.

The Company does not provide home delivery of marijuana to a Patient with a Hardship Cultivation Registration or to his or her Personal Caregiver(s).

Home deliveries will only originate from the Cultivation Facility. Patients or Personal Caregivers must pre-order the exact quantity and type of Final Marijuana Product that will be delivered. The Patient or Personal Caregiver may either request a home delivery by telephone or through a password-protected, internet-based platform supported by the Company. The Company reserves the right to decline a request for delivery to a location where delivery may compromise the safety of the Home Delivery Couriers making the delivery.

All such Final Marijuana Product will be pre-packaged at the Cultivation Facility prior to delivery and will be contained in a plain, opaque, tamper-proof, child-proof container that has affixed to it a label that indicates the name of the Patient, the strain, the product type and the amount of Usable Marijuana, the results of lab testing for that particular Final Marijuana Product

Production Batch and will include all other items noted in the Company's Packaging and Labeling Policies and Procedures (see Section 7 of this Manual).

Prior to departing the Cultivation Facility for home delivery, a Dispensary Agent will enter into the Company's Database the name and registration number of the Patient, the unique serial number identifying the Cultivation Batch, Production Batch, the product type, the amount of Usable Marijuana and the Company's Database will calculate the price for the product. The Dispensary Agent will also enter into CCC's MMJ Online System the name and registration number of the Patient, quantity of Usable Marijuana, the product type, the fact that the transaction is a home delivery and whether a Financial Hardship Discount is being applied all in accordance with CCC's MMJ Online System User Manual. The Dispensary Agent will then select the home address of the Patient (or Personal Caregiver) and attest that the Final Marijuana Product will be delivered to that address using CCC's Online System. The Dispensary Agent will then create an invoice in duplicate for each Final Marijuana Product being delivered, and the transaction number relating to home delivery sale will also be printed on a label affixed to the container holding the Final Product Medical Marijuana.

Prior to fulfilling a home delivery, a Dispensary Agent shall create a Home Delivery Manifest in duplicate. The original Home Delivery Manifest will remain with the Cultivation Facility and a copy will be sent with the Home Delivery Couriers during transportation.

The Home Delivery Manifest shall include the following:

- RMD name, address, and registration number
- Names and registration numbers of the Home Delivery Couriers transporting the Final Marijuana Product
- Names and registration numbers of the Dispensary Agents preparing the Home Delivery Manifest
- Patient (or to the extent applicable, Personal Caregiver) name and registration number
- Home address for delivery of Patient (or the extent applicable, Personal Caregiver)
- Description of the Final Marijuana Product being delivered to EACH address, including the weight, form, type of product, cost, the Batch transaction number and the sales transaction number produced from CCC's MMJ Online System
- Mileage of transporting vehicle at departure from Cultivation Facility and mileage upon arrival at each home delivery destination, as well as mileage upon return to Cultivation Facility
- Date and time of departure from Cultivation Facility and arrival at receiving Patient's (or Personal Caregiver's) home address for each delivery
- Signature lines for the Home Delivery Couriers and any other Dispensary Agent filling out the Home Delivery Manifest

Prior to stocking the vehicle, 2 Dispensary Agents will, under video surveillance, weigh, inventory, and account for the Final Marijuana Product that will be delivered and will video the label of each item showing the weight of Usable Marijuana, and shall also video record the Home Delivery Manifest.

The Company maintains the Home Delivery Manifest for a period of one (1) year and shall make it available to CCC upon its request.

Upon arrival to the home address, one of the Home Delivery Couriers shall approach the home. When the Patient (or to the extent applicable, Personal Caregiver) identifies themselves, the Patient (or to the extent applicable, Personal Caregiver) will provide the following to the Home Delivery Courier:

- Valid Proof of Identification (which must contain a name, photograph, and date of birth, and must be one of the following: (a) driver's license, (b) government-issued identification card, (c) military identification card, or (d) passport); and
- the Patient's (or to the extent applicable, Personal Caregiver's) Registration Card

The Home Delivery Courier inspects the documents provided to ensure the veracity of the documentation provided and scans them into the Company's Database.

Using an electronic hand-held device, the Home Delivery Courier shall make an electronic inquiry in CCC's MMJ Online System to ensure the Patient's (and to the extent applicable, Personal Caregiver's) Registration Card is valid and has not expired, to track the Patient's purchasing history, including frequency of visits, amounts purchased from all RMDs, ensure the Patient has not exceeded his/her limit of purchasing 10 ounces of marijuana in a 60 day period (taking into account the transaction that has already been entered pertaining to the home delivery). The Home Delivery Courier will not sell to a Patient (or to the extent applicable, a Personal Caregiver on behalf of a Patient) more than one (1) ounce of marijuana for medical use from the Company during any one day; provided, however that if the Patient is a participant in the Company's Financial Hardship Program, such a limitation will not apply to the Patient or his/her Personal Caregiver.

Upon confirmation that the Patient has a Valid Proof of Identification and valid Registration Card (or to the extent applicable, that the Personal Caregiver has a Valid Proof of Identification and valid Registration Card and the Patient has a valid Written Certification), the Home Delivery Courier will then return to the vehicle and will remove from the vehicle the Final Marijuana Product that has been requested by the Patient (or to the extent applicable, a Personal Caregiver) and pre-packaged and labeled as described above.

The Home Delivery Courier will then place the Final Marijuana Product in an unmarked bag. He will then bring the bag and a portable calibrated scale to the Patient (or to the extent applicable, a Personal Caregiver). To the extent requested by the Patient (or to the extent applicable, a Personal Caregiver), with respect to flower buds, the Home Delivery Courier will take the flower bud from the container and re-weigh it to confirm the weight for the Patient (or to the extent applicable, a Personal Caregiver).

The Patient (or to the extent applicable, a Personal Caregiver) will pay the full amount and will sign the invoice to confirm receipt of the Final Marijuana Product. The Home Delivery Courier will take a copy of the invoice to be filed at the Dispensary. The Home Delivery Courier will

transport any cash to the Plymouth Cultivation Facility immediately upon completion of the scheduled deliveries.

The Home Delivery Courier may refuse to dispense marijuana to a Patient (or to the extent applicable, a Personal Caregiver) if in the opinion of the Home Delivery Courier, the Patient (or to the extent applicable, a Personal Caregiver) or the public would be placed at risk. In any instance of denial, the Company shall notify the Patient's Certifying Physician within 24 hours.

If there is any Final Marijuana Product in the vehicle upon completion of the home deliveries, the Home Delivery Couriers will immediately return to the Plymouth Cultivation Facility and re-weigh, re-inventory, and account for, on video, all remaining Final Marijuana Product.

4. DELIVERY OF SAMPLES TO LABORATORY FOR TESTING

The Company does not transport any marijuana product to its vendor independent testing laboratories. All of its independent testing vendors have their registered dispensary agents transport the marijuana product from the Company to their location.

Prior to transporting samples of Finished Medical Marijuana Product for testing by the testing lab, a Dispensary Agent shall create a Laboratory Manifest in duplicate. The original Laboratory Manifest remain with the Cultivation Facility and a copy is sent with the Dispensary Agents to the laboratory. Prior to transport, the Laboratory Manifest shall be securely transmitted to the testing lab by email.

The Laboratory Manifest shall include the following:

- RMD name, address, and registration number
- Names and registration numbers of the Dispensary Agents transporting the Final Marijuana Product (or environmental media) for testing
- Names and registration numbers of the Dispensary Agents preparing the Laboratory Manifest
- The testing lab's name and address
- Detailed description of either (1) the Final Marijuana Product samples being delivered, including the weight and form or type of product; or (2) the environmental media being tested, as applicable
- Mileage of transporting vehicle at departure from Cultivation Facility and mileage upon arrival at the testing lab, as well as mileage upon return to Cultivation Facility
- Date and time of departure from Cultivation Facility and arrival at the testing lab for each delivery
- Signature lines for the Dispensary Agents transporting the Final Marijuana Product (or environmental media) samples and Dispensary Agent filling out the Laboratory Manifest
- Signature line for the laboratory Dispensary Agent at the testing lab who receives the Final Marijuana Product (or environmental media) samples

The Company maintains the Laboratory Manifest for a period of one (1) year and shall make it available to CCC upon its request.

INCIDENT EVENT POLICY AND PROCEDURE

SECTION 4

In the event of any instance of diversion, theft, or loss of the Company's marijuana, the following emergency policies and procedures for securing all product will be implemented:

1. The Company shall immediately notify appropriate law enforcement authorities, CCC within 24 hours after discovering the following:
 - (a) Discrepancies identified during inventory, diversion, theft, loss, and any criminal action involving the Company or a Dispensary Agent;
 - (b) Any suspicious act involving the sale, cultivation, distribution, processing, or production of marijuana by any person;
 - (c) Unauthorized destruction of marijuana;
 - (d) Any loss or unauthorized alteration of records related to marijuana;
 - (e) An alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Company;
 - (f) The failure of any security alarm system due to a loss of electrical power or mechanical malfunction that is expected to last longer than eight hours; and
 - (g) Any other breach of security.
2. The Company shall, within ten (10) calendar days, provide written notice to CCC of any incident described above, by submitting an incident report in the form and manner determined by CCC which details the circumstances of the event, any corrective actions taken, and confirmation that the appropriate law enforcement authorities were notified.
3. The Company maintains all documentation related to an incident that is reportable in accordance with this Policy and Procedure for one (1) year and the Company shall make such documentation available to CCC and to law enforcement authorities acting within their lawful jurisdiction upon request.

In the event of any such incident, the Company will immediately conduct a comprehensive inventory of all Final Marijuana Product in accordance with its Inventory Policies and Procedures (see Section 10 of this Manual) and will also immediately conduct an internal assessment to determine whether additional safeguards are necessary to prevent further diversion, theft or loss of the Company's marijuana or Final Marijuana Products.

In the event a Dispensary Agent is involved with the diversion or theft of marijuana, then such Dispensary Agent shall be subject to immediate termination and the Company shall immediately notify law enforcement, CCC of such termination.

CULTIVATION AND PROCESSING POLICIES AND PROCEDURES

SECTION 5

1. GENERAL OVERVIEW

The Company cultivates, processes and packages marijuana in a Limited Access Area within its Cultivation Facility, which is at all times monitored by video surveillance as described in the Security Policies and Procedures (see Section 2 of this Manual) and the interior of such Limited Access Areas are not visible from the exterior of the building. The Cultivation Facility is staffed 365 days a year by at least one Dispensary Agent.

The various strains that the Company cultivates are recorded in LeafLogix.

The Company does not acquire marijuana or marijuana plants except through the cultivation of marijuana by the Company or another RMD in accordance with the Company's Inter-RMD Policies and Procedures (see Section 10.C of this Manual) (though the Company may acquire marijuana seeds). The Company does not acquire, possess, cultivate, transport, supply or dispense marijuana for any purpose other than (1) to assist Patients, Personal Caregivers and Customers, (2) for laboratory testing, or (3) in accordance with its Inter-RMD Policies and Procedures.

2. CULTIVATION PROCEDURES

A. Growth Cycle

The Cultivation Facility is divided into three sections for the various stages of cannabis production: propagation, vegetative, and flowering.

The Company's first marijuana plants were initially grown from seed (and any newly introduced strains will also be grown from seed) in an organic coco/perlite based substrate. The container containing the seeds is marked with a label that has a unique sequential serial number and barcode that identifies the plant in accordance with the Inventory Policies and Procedure (see Section 10 of the Manual). The label is used throughout the cultivation period and processing to identify the plant, and to record all relevant data as required by CCC guidelines.

Mother (female) plants will be chosen from this initial grow based on vigor, phenotype structure, and medicinal cannabinoid content as determined through lab testing. Most male plants will be culled and disposed of once sex has been determined during the flowering cycle. Some males that show desirable traits will be saved along with mothers for future breeding to create new seed

to replace mother plants as necessary, and create new medical strains. Subsequent grows will be from cuttings taken from these selected mother plants. Each mother plant (or to the extent applicable, male plant) is tagged with a label that has a unique sequential serial number and barcode that identifies the plant in accordance with the Inventory Policies and Procedures.

Cuttings will be taken from mother plants and from trays of seedlings at the end of their vegetative stage just prior to entering the flowering room. These cuttings will be rooted in the cloning/mothers room with LED lights under clear plastic domes with a rockwool media, or in aeroponic containers which spray a mist of water on the bottom of the cutting for two weeks. Each container holding the cutting is attached with a label that has a unique sequential serial number and barcode that identifies the plant. Cuttings will be propagated in a temperature controlled room under florescent or LED lighting until roots appear from stems. Once established (with viable root system), cuttings will be referred to as plants and transplanted into pots filled with a coco/perlite, or rockwool media. Flowering plants may be transplanted several times during this stage. Any time a plant is transplanted, the pot that contains the plant will have attached to it a label that has a unique sequential serial number and barcode that identifies the plant. At this point the plants are kept in a vegetative growth phase and may be either grown under 18-24 hours of light for some time in the propagation room or, brought directly to the flowering room to be grown out under 18 -24 hours of light until proper size before initiating the flowering phase of growth.

Flowering of the plants will be initiated in rooms dedicated for this purpose within the same footprint area and the plants will be placed in either pots or 4 x 4 containers during this stage. A plastic trellis system may be placed above the plants to allow plants to grow into and be supported by this trellis. Lighting over flowering plants will be LED only throughout the grow rooms. Lights will be on 12-14 hours per day throughout the flowering phase which may last anywhere from 6 to 12 weeks again dependent on strain genetics. When the plants reach several inches in height, the stalk will be tagged with a label that has a unique sequential serial number and barcode that identifies the plant.

Initial fertilization of both seedling and flowering plants will with a mineral type soluble plant food. Fertilization of plants when needed (determined by visual inspection of plant health by the Growers) will be with either a granular or liquid type plant food amendment with brand/type determined by the Grower as to the best mode of application. Application may be by measured dry product by hand to individual plants, by measured liquid product by hand or, by measured automatic irrigation system again determined by the Grower as to best practice. Manufacturer's product instructions as to application, safety, and disposal to be followed.

Watering of plants in all stages of growth will be either by hand or by automatic watering system dependent on stage of growth and room being watered with flowering plants receiving mostly automatic watering in conjunction with hand watering if needed. Watering needs of plants will be determined by the Growers through visual and physical inspection of soil on a daily basis. The water source will be obtained from the municipal supply. Pots that are prone to leakage have saucers placed under them to catch the water before it reaches the floor.

Due to the Cultivation Facility being a closed grow system, a co2 injection system with an appropriate controller and monitor will be used in all grow and flower areas to replace co2 used by plants during photosynthesis. A concentration of 1200-1500 ppm beverage grade co2 will be used with flowering rooms receiving the higher concentrations. Standard greenhouse cage fans will be used for air flow in all grow areas to prevent air stagnation.

A general inspection of plants in all stages will be conducted daily when watering and removing any dead leaves. A more thorough inspection for mites/insects, mold, and fungus will be performed every three (3) days on at least one (1) plant per 4x4 tray/container in the flowering rooms using a hand lens of 10-30x magnification. Prevention being the first line of defense, should the discovery of insects, mold, fungus, or diseased plants be noted, a plan of correction will be determined by the Growers as to proper procedure of correction will be created and implemented. Any plant that is compromised will be destroyed of in accordance with the Company's Waste Disposal Policies and Procedures (see Section 12 of this Manual) and the fact that the plant will be destroyed will be entered into the Seed-to-Sale System.

B. Cultivation Production Details and Cultivation Standards

The following processes and standards (as well as subsection 5 of this Policy and Procedure regarding Quality Control for Final Medical Marijuana Product) represent best practices to limit contamination, including but not limited to, mold, fungus, bacterial diseases, rot pests, mildew, and any other contaminant identified as posing potential harm.

Root Media - Will be of coco coir/perlite or rockwool slabs or cubes. Rice hulls (PBH) are added to help maintain good soil structure. Mycorrhizal fungi are added at recommended rates to improve nutrient uptake. Liquid mineral fertilizers are incorporated in the root media so as to allow for greater nutrient level control through the irrigation system during the various stages of plant growth. All soil/root media for cultivation will be tested in accordance with CCC's Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Marijuana Dispensaries and will meet the U.S. Agency for Toxic Substances and Disease Registry's Environmental Media Evaluation Guidelines for residential soil levels.

Environmental Control - The environment in each grow room is maintained by an integrated electronic controller. Parameters controlled include temperature, relative humidity, air flow, CO2 level, day length, and alarm set points.

Temperature/CO2 Alarms - Each room in the Cultivation Facility has a high/low temperature sensor and alarm that is independent of the environmental controller. In case of an equipment failure, the alarm alerts security, who then contacts the designated service company, as well as the Grower on call.

Sanitation - All floors in the grow rooms and corridors are swept regularly to remove any dust, soil, or plant debris. When necessary, the floors are washed with an antimicrobial organic cleaner approved by CCC. Walls are checked monthly to determine if they need to be sanitized. Benches are checked daily, and are always kept free of plant debris.

Insect Control: Integrated Pest Management (IPM) is the focus for preventing and controlling insect pests. This includes daily monitoring of sticky cards, daily inspection of plants, and detailed record keeping. Biological controls, such as predatory insects, are available as one tool in the IPM program. Mechanical means such as high pressure atomized water sprays may also be employed at times as necessary. The atmosphere in each of the grow rooms is kept under positive pressure, making it more difficult for small, flying insects to enter. All ventilation inlets and outlets, and all other openings to the outside, are tightly sealed to minimize the possibility of insects entering the Cultivation Facility.

Disease Control - The focus of disease control is on prevention. For foliar diseases, such as powdery mildew, the relative humidity of the growing environment is always maintained at a low to moderate level so that fungal spores do not have conditions suitable for germination. Constant air circulation, and regular exhausting of stale air, both very important tools in the prevention of foliar diseases, are controlled by the environmental operating system. For the prevention of soil borne diseases, optimal soil structure is maintained by regular addition of virgin materials, primarily coco coir and rockwool. The volume of water applied during each irrigation cycle, and the frequency of each cycle, is carefully monitored by the Grower to prevent over saturation of the soil. Levels of soil nutrients and pH are regularly tested, and always kept in acceptable ranges.

Personal Protective Equipment (PPE) - All staff working in the grow rooms wear protective eyeglasses, scrubs, latex gloves, hair covering, and Company issued clean shoes. Green headlamps are worn during dark periods so as to not affect the photoperiodic response of the cannabis plants.

3. HARVESTING.

Please refer to Processing SOP #4: Drying and Trimming for the Company's policies and procedures regarding harvesting.

4. PROCESSING.

A. Types of Final Marijuana Products that are Processed and Method of Production:

The Company will process the dry sugar trim/flower buds ("Plant Material") into the following Finished Marijuana Products: pre-rolled cigarettes, rosin and the following MIPs: Rick Simpson Oil, gel capsules, salves, vaporizer pens, tinctures, honey stix, honey jars, sugar jars, chewables, gummies, lozenges and chocolate.

With respect to recreational Finished Marijuana Products that are edible, the Company will only produce products that contain no more than 5 mgs of active THC per single serving, and no more than 20 servings shall be contained in any single package.

Please refer to the Company's Processing SOPs # 1-16 for the Company's Policies and Procedures regarding Processing of Marijuana Products.

B. Storage

Any marijuana in the process of processing which can't be finished by the end of the day will be secured in the Extraction/Packaging Room in closed food grade bins, under continuous video surveillance and under lock in a Limited Access Area within the Cultivation Facility. Any marijuana drying in the Drying Room which is not ready for processing will be locked in the Drying Room, which is a Limited Access Area under constant video surveillance. In addition, all toxic items, shall be stored in a cabinet that is marked and separate from any processing table or equipment that will have marijuana on or in it.

5. QUALITY CONTROL FOR FINAL MEDICAL MARIJUANA PRODUCT

The Company will cultivate, harvest and marijuana and Final Marijuana Product in secured Limited Access Areas and will be in compliance with the following:

A. Food Handler Requirements pertaining to Reportable Diseases, Surveillance and Isolation and Quarantine Requirements

The Company's cultivation staff and MIP Processors comply with the food handler requirements found at (<http://www.mass.gov/eohhs/gov/laws-regs/CCC/regs-cmr/105-cmr-300000-399999.html>), including without limitation the following:

As a condition of employment, each member of the cultivation staff and the MIP Processors shall be obligated to immediately report to the Director of Cultivation or Director of Processing if he/she has reason to believe he/she has become a carrier of a disease that can be transmissible through food or has contracted any communicable disease. The Director of Cultivation and/or the Director of Processing, as applicable, shall then immediately report to the Company's COO the existence of any such disease.

The COO shall immediately report by telephone to the local board of health in each of the towns in which the Company operates a retail Dispensary and/or its Cultivation Facility if he has any reason to believe that a member of the cultivation staff or any MIP Processor has contracted any disease transmissible through food or has become a carrier of such disease. If the COO cannot communicate with a representative of the local board of health the same day, he will contact CCC directly.

In addition, the COO maintains an updated list of diseases that CCC has declared dangerous to the public health (105 CMR Section 300.200). In the event that any member of the cultivation staff or any MIP Processor has contracted such a disease, he shall immediately report the same to the local boards of health in each of the towns in which the Company operates a retail

Dispensary and/or its Cultivation Facility. The COO shall, and shall cause all affected employees to, comply with any isolation and/or quarantine requirements that apply to food handlers and/or as further required by the local boards of health and/or CCC.

B. Sanitation Requirements for Good Manufacturing Practices for Food

All edible MIPs are prepared, handled, and stored in compliance with the sanitation requirements in CCC's Good Manufacturing Practices for Foods found at

<http://www.mass.gov/eohhs/gov/laws-regs/CCC/regs-cmr/105-cmr-500000-599999.html>

To that end, all personnel who come into contact with marijuana in terms of cultivating, harvesting and processing shall comply with the following:

1. Equipment and Utensils.

- (a) MIP Processors and cultivation staff will prepare and handle marijuana flower buds and MIPs on food-grade stainless steel tables.
- (b) MIP Processors shall warewash all utensils and portable equipment that can undergo a commercial-grade dish washing cycle. They shall sanitize all edible MIP contact surfaces, including utensils and equipment on a daily basis (or after any interruption during which the food-contact surfaces have become contaminated or more frequently to protect against the introduction of microorganisms into an edible MIP), using a sanitizing agent registered by the U.S. Environmental Protection Agency in accordance with labeled instructions. Non edible MIP work surfaces of equipment should be cleaned as frequently as necessary to protect against contamination of edible MIPs. All cleaned and sanitized portable equipment and utensils that are intended to be used in connection with edible MIPs will be stored in a cabinet/drawer that will protect them from contamination.
- (c) The Company will ensure that it prevents the growth of microorganisms in its MIPs, by ensuring that its refrigerator maintains a temperature of 45 degrees fahrenheit or below and its freezer will maintain a temperature of 0 degrees fahrenheit. In using heat with respect to an edible MIP, the Company shall use a thermometer to ensure that a temperatures of at least 140 degrees fahrenheit is employed at all times.

2. Cleanliness. All cultivation staff and MIP Processors shall conform to hygienic practices while on duty to the extent necessary to protect against contamination of marijuana and/or MIPs. The methods for maintaining cleanliness include, but are not limited to:

- (a) Wearing outer garments suitable to the operation in a manner that protects against the contamination of marijuana and/or MIPs, processing surfaces, or marijuana and/or MIPs -packaging materials.

- (b) Maintaining adequate personal cleanliness. No member of the cultivation staff or the MIP Processors shall come into contact with marijuana or any MIP if they are experiencing any discharge from their eyes, nose or mouth.
 - (c) Washing hands thoroughly (and sanitizing if necessary to protect against contamination with undesirable microorganisms) at the hand-washing stations in the Extraction/Packaging Room and Trimming Room and/or in the employee restroom located in the Break Room or Potting Room (which shall be maintained in a sanitary condition and in good repair at all times) at the beginning and ending of each shift, and the beginning and ending of any break and at any other time such MIP Processors' or member of the cultivation staff's hands have become soiled or contaminated. All cultivation staff and MIP Processors will be reminded of this requirement by signage at the hand washing stations in the Extraction/Packaging Room, Trimming Room, and the employee restroom in the Potting Room and/or Break Room.
 - (d) No member of the cultivation staff or an MIP Processor shall handle marijuana during processing without wearing gloves. The gloves shall be maintained in an intact, clean, and sanitary condition. The gloves should be of an impermeable material.
 - (e) Not eating food, chewing gum, drinking beverages (other than water), or using tobacco in the Extraction/Packaging Room.
 - (f) Removing all unsecured jewelry and other objects that might fall into marijuana and/or MIP equipment or containers, and removing hand jewelry that cannot be adequately sanitized during periods in which marijuana and/or MIPs are manipulated by hand. If such hand jewelry cannot be removed, it may be covered by material which can be maintained in an intact, clean, and sanitary condition and which effectively protects against the contamination by these objects of the marijuana and/or MIPs, processing, or marijuana and/or MIPs -packaging materials.
 - (g) Wearing, in an effective manner, hair nets, headbands, caps, beard covers, or other effective hair restraints.
 - (h) Storing clothing or other personal belongings in the Employee Break Room.
3. *Disease control.* Any member of the cultivation staff or MIP Processors who, by medical examination or supervisory observation, is shown to have, or appears to have, an illness, open lesion, including boils, sores, infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana or MIPs becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. All cultivation staff and MIP Processors shall report such health conditions to the Director of Cultivation or Director of Processing, as applicable.

4. *Single Service Articles.* Single service articles (such as utensils intended for one-time use, paper cups and paper towels) will be stored in closed containers and stored inside cabinets within the Extraction/Packaging Room and shall be handled, dispensed, use and disposed of in a manner that protects against contamination of edible MIPs or edible MIP-contact surfaces.
5. *Education and training.* MIP Processors will be food safety certified and receive ongoing training in proper food handling techniques and food-protection principles and will be informed of the danger of poor personal hygiene and insanitary practices.

C. General Sanitary/Safety Conditions

1. *Litter and Waste Removal.* All litter and waste located inside the Cultivation Facility and/or Retail Dispensaries is properly removed and disposed of on a regular basis so as to minimize the development of odor, and minimize the potential for the waste attracting and harboring pests. With respect to the removal of marijuana waste, please refer to the Waste Disposal Policies and Procedures (see Section 12 of this Manual).
2. *Cleaning.* The Retail Dispensaries will be cleaned by a cleaning service on weekly basis. The Cultivation Facility will be cleaned on a continuous basis by the Dispensary Agents to ensure that it is maintained in a sanitary condition. Floors, walls, and ceilings are constructed in such a manner that they may be adequately kept clean and in good repair.
3. *Safety Lighting.* The Cultivation Facility has adequate safety lighting in all processing and storage areas and in the areas where equipment or utensils are cleaned.
4. *Cultivation Facility Maintenance.* The Company shall regularly inspect the Cultivation Facility to ensure that drip or condensate from fixtures, ducts and pipes does not contaminate Final Marijuana work surface areas or packaging materials. There will at all times be adequate safety lighting in all processing and storage areas as well as where equipment or utensils are cleaned.
5. *Grounds Maintenance.* All litter and waste shall be removed from the exterior of the building on a regular basis. In addition, any weeds or grass within the immediate vicinity of the Cultivation Facility shall be maintained on a regular basis. The parking lot and yard and access road for the Cultivation Facility shall be maintained so as not to constitute a source of contamination for Final Marijuana Product. The Company shall ensure that there is adequate draining inside and outside of the Cultivation Facility to prohibit contamination to Final Marijuana Product by seepage, foot-borne filth or providing a breeding place for pests.
6. *Storage of Toxic Items.* The Company stores toxic item used in connection with cleaning instruments and equipment in connection with processing medical marijuana in a locked cabinet in the Extraction/Packaging Room and stores all other toxic items in the

Hazardous Materials Closet which is locked in the Potting Room. On-site storage of hazardous material will comply with National Fire Protection Association (“NFPA”) 400 Hazardous Material Code. NFPA 400 applies to the storage, use and handling of the following hazardous materials in the Cultivation Facility and, to the extent applicable, the Retail Dispensaries: (1) ammonium nitrate solids and liquids, (2) corrosive solids and liquids, (3) flammable solids, (4) organic peroxide formulations, (5) oxidizer solids and liquids, (6) pyrophoric solids and liquids, (7) toxic and highly toxic solids and liquids, (8) unstable (reactive) solids and liquids, (9) water-reactive solids and liquids, and (10) compressed gases and cryogenic fluids as included within the context of NFPA 55. MMM will store class I, II and III liquids in a flammable cabinet made by Global Equipment Company, Inc. which meets or exceeds the NFPA Flammable Liquid Code #30 and the OSHA standard 1910.106. The double-walled design of the flammable cabinet allows 1-1/2 inch insulating air space and dual 2 inch air vents that connect to the exhaust system to maintain safe temperatures.

7. *Water and Plumbing.* The Company’s water supply is Plymouth’s Public Water System as well as its own well, which is sufficient for the operations of the Cultivation Facility and Retail Dispensaries. Plumbing is of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water throughout the Cultivation Facility and Retail Dispensaries. Plumbing properly conveys sewage and liquid disposable waste from the Company. There are no cross-connections between the potable and waste water lines.
8. *Toilet and Hand-Washing Facilities.* In addition to the hand-washing stations in the Trimming Room, Extraction/Packaging Room and Potting Room, there are toilets and hand-washing facilities located in the bathrooms that are in the Potting Room and near the Employee Breakroom. Hand-washing facilities are furnished with running water at a suitable temperature, sanitary towel service and sanitizers. The toilet facilities are maintained in a sanitary condition in good repair.
9. *Storage of Final Marijuana Product.* All Final Marijuana Product that has the potential for microbial contamination will be stored in the Company’s refrigerators, as discussed above in this Section to protect against such contamination. All other Final Marijuana Product will be stored in the Final Product Vault which will be air and humidity controlled to prevent deterioration or physical, chemical contamination. All MIPs bear a “use by” date.

ENVIRONMENTAL MEDIA **AND FINISHED PRODUCT SAMPLING AND TESTING**

SECTION 6

For purposes of testing environmental media, the Company contracts with New England Laboratory Testing, which is CCC-approved laboratory for purposes of testing environmental media intended for use in growing marijuana for medical use. For purposes of testing finished marijuana product testing, the Company contracts with independent testing laboratories that are accredited to International Organization for Standardization (ISO) 17025 by a third party accrediting body.

In addition to the defined terms at the beginning of this Manual, the following terms are unique to this Policy and Procedure:

Cultivation Unit means soil plots, beds, individual plant containers, hydroponic chambers or other physical locations or equipment where marijuana plants are grown.

Field Duplicates means two independent samples taken from and representative of the same Solid Grow Media, stored in separate containers, but processed in parallel through all steps of the sampling and analytical procedures.

Organic Fertilizer means soil additives derived from natural sources that increase the available plant nutrient content of soil and guarantee a minimum percentage of nitrogen, phosphate, and potash.

Soil Amendment means any material added to a soil to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration and structure. Soil Amendments do not include materials added to improve nutrients such as water or Organic Fertilizers. Soil Amendments may include, for example, coir, sphagnum peat moss, compost or manure.

Solid Growing Media means any Source Soils and Solids and cultivation soils and any solid substrate used for the cultivation of rooted marijuana plants. Solid Growing Media may contain soil and other solid materials amended to or used in replacement of soil including, sand, clay, compost, sphagnum peat moss, coir, newspaper, sawdust, perlite or vermiculite.

Source Soil or Solids means any Solid Growing Media that originate outside of the Company and are brought in for the purpose of cultivating medical marijuana.

A. CULTIVATION MEDIA TESTING

As discussed more fully below, the Company engages a lab to analyze samples of Environmental Media used in the cultivation of medical marijuana for the presence of contaminants which can accumulate in plant materials as identified in CCC's Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Marijuana Dispensaries, as the same may be amended from time to time ("CCC's Protocol for Analysis of Environmental Media").

The Company contractually ensures that its lab provides the Company with independent laboratory results as described in Section 8.0 ("Data Evaluation") of CCC's Protocol for Analysis of Environmental Media.

1. Source Soil or Solids

a. Frequency

- All Source Soil or Solids shall be sampled and analyzed prior to use in cultivation. All Source Soil or Solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored (e.g., Soil Amendments were added, Source Soil or Solids were mixed with other Source Soil or Solids, used for other purposes or inundated by flood waters);
- All Source Soils or Solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different Source Soil location or different Source Solid manufacturer);
- All cultivation soils used in beds or containers to actively cultivate marijuana must be sampled and analyzed on an annual basis; and
- If there is any Soil Amendment to the Solid Growing Media (excluding water and nutrient fertilizers), such amended Solid Growing Media must be sampled and analyzed in the quarter during which the Solid Growing Media is amended.

b. Samples

Quantity of Samples.

- All Source Soils and Solids must be sampled at the rate of one (1) sample per cubic yard of Solid Growing Media.
- For cultivation that utilizes beds or other broad area cultivation, Solid Growing Media must be sampled at the rate of 1 sample per discrete Cultivation Unit or at least 1 sample per 100 square feet of soil area for larger discrete Cultivation Units.
- For cultivation that utilizes individual plant containers (as opposed to beds or in-ground cultivation), Solid Growing Media shall be sampled at the rate of 5% of the total number of growing containers.

Representative Sampling.

- Samples shall be representative of the horizontal and vertical conditions of the growing configuration.
- Prior to distribution among beds, Source Soil and Solids shall be taken to best represent the overall Source Soils (e.g., collected from different areas and depths of a stockpile).
- Samples shall be analyzed individually as grab samples.

Duplicate and Blank Sampling

- Field Duplicate samples must be collected at least annually and one (1) for every twenty (20) Solid Growing Media samples (will not be identified to the testing lab as Field Duplicates).
- For non-disposable sampling equipment used to collect samples in multiple locations, equipment rinse blanks must be collected at the rate of 1 per sampling event per sampling equipment with at least 1 equipment rinse blank for every 20 field samples of the same matrix.
- When disposable sampling equipment is used, or only one location is sampled or there is direct collection into the sampling container, field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of 1 per sampling event per sampling equipment type with at least 1 for every 20 field samples of the same matrix.

Collection Procedures

Please refer to the Solid Grow Media Sample Collection Plan and Solid Grow Media Sample Logbook, located in the Cultivation Office for a detailed procedure of sampling Solid Grow Media.

- 2. Water** The Company uses PWS water that it treats with reverse osmosis to correct a Ph imbalance. Some of its crops are grown in soil and others are grown hydroponically.

b. Frequency

- All water that the Company uses was sampled and analyzed prior to use in and will be sampled and analyzed quarterly thereafter.

c. Samples

Sample Locations

- Because the Company treats its water, water samples are collected both before entering and after leaving the water treatment system, as close as possible to the point of use.
- A diagram of all water sampling locations is created for each sampling event and maintained on file for inspection.
- Water samples are analyzed individually as grab samples.
- Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water to reduce potential cross contamination.

Duplicate and Blank Sampling

- Field Duplicate samples must be collected at least annually and one (1) for every twenty (20) field samples of the water collected (will not be identified to the testing lab as Field Duplicates).

Water Collection Plan and Logbook

Please refer to the Water Collection Plan and Water Testing Logbook, located in the Cultivation Facility. A new entry is made for each sampling event in the Sample Collection Logbook.

3. Chain-of-Custody Paperwork

Immediately prior to shipment, the sample collection personnel shall complete the testing lab's Chain of Custody paperwork.

4. Contaminant Testing Environmental Media

If any sample of Environmental Media exceeds CCC's acceptable limits, then the suitability of the Environmental Media for use in marijuana production cannot be confirmed. Environmental Media that is confirmed to exceed acceptable CCC levels of any contaminant in CCC's Protocol for Analysis of Environmental Media *prior* to use in cultivation cannot be used in such cultivation until acceptable levels are demonstrated to be achieved through corrective action.

If marijuana is already being cultivated in Solid Grow Media that is later determined to exceed the contaminants in CCC's Protocol for Analysis of Environmental Media (e.g., discovered by testing after Soil Amendment or routine testing on an annual basis), the marijuana plants need not be destroyed, as long as the Finished Marijuana Product is tested and is under the applicable contaminant level for such Finished Marijuana Product. However, the Environmental Media can't be used for future cultivation until the issue that caused the contamination is identified and corrective action has been implemented so that the Environmental Media does not exceed the contaminants listed in CCC's Protocol for Analysis of Environmental Media.

If a sample of Environmental Media is tested to come within acceptable limits, but quality review demonstrates that the results are not reliable, then the Environmental Media cannot be used until reliable results are obtained. After identifying the issue and implementing corrective action then the Environmental Media must be re-tested.

If a sample of Environmental Media is confirmed by a valid analysis to meet all concentration limits, then it can be used in the cultivation of medical marijuana.

5. Record Keeping

The Company maintains the the Sampling Diagram for Solid Media and Water and the Solid Media and Water Sample Logbook for a period of two (2) years and maintains the Laboratory Manifest for a period of one (1) year and makes the same available to CCC upon its request. In addition, the Company contractually ensures that it receives from its testing lab a data package as described in Section 8.0 of CCC's Protocol for Analysis of Environmental Media and shall maintain such package for a one (1) year period and shall provide such data packages to CCC upon request.

C. FINISHED MARIJUANA PRODUCT

As discussed more fully below, the Company engages testing labs to analyze samples of all of its Finished Marijuana Product to characterize cannabinoid identity and content profiles, and biological contaminants (microbial, fungal and mycotoxins) and chemical contaminants (e.g., solvents, pesticides identified in Exhibit 5 of CCC's Finished Product Testing Protocol, growth enhancers, and metals) introduced through cultivation of marijuana plants and post-harvest processing and handling of marijuana products and ingredients. The results of the sampling tests are required for both quality control and labeling requirements (e.g., cannabinoid profile, testing certification).

The Company contractually ensures that the testing lab provides the Company with independent laboratory results for both its medical and recreational products as described in Section 8.0 ("Data Evaluation") of CCC's Protocol for Sampling of Finished Medical Marijuana Products and Marijuana-Infused Products for Massachusetts Registered Medical Marijuana Dispensaries, as the same may be amended from time to time ("CCC's Finished Product Testing Protocol").

1. Samples

Samples are taken from each Production Batch of each Finished Medical Marijuana Product for the testing lab to perform contaminant and cannabinoid profile testing. When samples are taken from the Production Batch for testing, the quantity of the Finished Medical Marijuana Product to be sampled is entered into the Company's Seed-to-Sale System for purposes of tracking.

a. Representative Sampling.

All of the Company's samples will be adequately homogenized as follows:

- Liquid Products: the Company will stir prior to taking a sample
- Plant Material: the Company will take samples of Plant Material by hand and then combine and mix with other samples within the same Cultivation Batch of Plant Material. It will grind the Plant Material and then "quarter" the mixed Plant Material to ensure a representative sample. Quartering involves heaping the mixed and ground product into a square shape, dividing the heap into four equal parts, and selecting samples from 2 of the opposite quarters, which are mixed and sampled. The remaining quarters may then be combined and mixed, then used for testing.
- Solids and Semi-Solids (Cannabis Resin and Some MIPs (e.g., salve)): Solids and semi-solids shall be ground and mixed, using a device that minimizes the loss (e.g., leaching of resins from the Finished Plant Material). Once ground, "quartering" (as described above) can be used to collect the sample.

b. Duplicate Samples

The Company shall collect duplicate samples consisting of 5 percent (1 per 20) of the samples collected for each Finished Medical Marijuana Product Production Batch on the same day as non-duplicate samples are taken. Duplicate samples shall not be identified to the testing lab (blind quality control text). The Company documents the test results on the CCC test results tracking sheet.

Please refer to Processing SOP # 6 Laboratory Testing – Sample Collection Procedure, located in the Processing Room and the Product Sample Testing Binder also located in the Processing Room for the Final Product Sample Collection Plan, the Final Product Sample Logbook and the Final Product Laboratory Testing Manifest.

2. Contaminant Testing Of Finished Medical Marijuana

The Company tests its Finished Medical Marijuana Product for chemical and biological contaminants in accordance with CCC's Finished Product Testing Protocol.

Per CCC's Finished Product Testing Protocol, if any Production Batch exceeds CCC's upper limits for contaminants, it may be re-tested once. If the re-tested Production Batch fails a second time, then such Production Batch may not be dispensed to a Patient and the Company must destroy the Production Batch in accordance with the Company's Waste Disposal Policies and Procedures (see Section 12 of this Manual); provided, however, a Production Batch of Finished Plant Material that exceeds CCC's upper limits for contaminants may be used to make other Finished Medical Marijuana Products as long as the pesticide residues tested are at or below 10 parts per billion (and such other Finished Medical Marijuana Product is subsequently tested and found to not exceed the upper limits of CCC's contaminant testing limits). If the pesticide residues exceed CCC's limits, the Company must destroy the applicable Production Batch in accordance with the Company's Waste Disposal Policies and Procedures. In addition, the Company must report an irremediable contamination to both CCC and CCC within 72 hours, and the notification must describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

a. Finished Plant Material

The Company tests each Production Batch of Finished Plant Material for chemical, metal and biological contaminants to ensure they are below the upper limits as described in CCC's Finished Product Testing Protocol.

If the results of the testing on the Finished Plant Material confirm that the contaminants are below such upper limits, then the Production Batch of the Finished Plant Material may be dispensed to Patients/Customers.

b. Cannabis Resins and Concentrates

Cannabis resins and concentrates can only be made from Finished Plant Material that has been tested in accordance with CCC's Finished Product Testing Protocol.

Cannabis resins and concentrates may be produced from the Finished Plant Material, even if the Finished Plant Material exceeds maximum contaminant thresholds stated in CCC's Finished Product Testing Protocol, as long as the cannabis resins and concentrates themselves meet the respective concentration limit identified in CCC's Finished Product Testing Protocol, and as long as long as the Finished Plant Material did not test positive for pesticide residues.

Cannabis concentrates intended for use in other Finished Medical Marijuana Products need not be re-tested for biological contaminants and pesticides, but must be re-tested for metals and must be tested for Residual Solvents if solvents were used in their production.

All cannabis resin or concentrate Production Batches intended for distribution to Patients/Customers as Finished Medical Marijuana Products must be tested for biological contaminants and Residual Solvents, if solvents were used in their production. Cannabis resin need not be re-tested for pesticides.

Cannabis resins and cannabis concentrates may only be dispensed to Patients/Customers if the applicable Production Batch does not exceed the limits noted in CCC's Finished Product Testing Protocol for metals, Residual Solvents and biological contaminants.

c. Marijuana Infused Products (MIPs)

MIPs are only made from Production Batches of Finished Plant Material and/or cannabis concentrates that have passed applicable metals, pesticide and Residual Solvent testing requirements contained in CCC's Finished Product Testing Protocol. As a result, additional testing for metals, pesticides and Residual Solvents is not required.

MIP production batches must be tested for biological contaminants (bacteria, fungi and mycotoxins).

MIPs may only be dispensed to Patients/Customers if the applicable Production Batch does not exceed the limits noted in CCC's Finished Product Testing Protocol for biological contaminants.

d. Contaminated Finished Medical Marijuana

To the extent a Finished Plant Material production batch exceeds a limit for any contaminant included CCC's Finished Product Testing Protocol, the Finished Plant

Material production batch cannot be dispensed to a Patient/Customer as Finished Medical Marijuana Product. The Company shall immediately report any failure of CCC standards that cannot be remediated.

The Company will make this portion of its policies and procedures regarding Finished Product Sampling and Testing available to Patients, Personal Caregivers and Customers.

e. Reporting to CCC

In the event that the Company determines there is any contamination of Finished Marijuana Product that cannot be remediated the Company will report the concern within 72 hours to the CCC and will submit any information to the CCC upon request.

3. Cannabinoid Profile Testing

All Finished Medical Marijuana Product intended to be dispensed to a Patient/Personal Caregiver/Customer must be tested for its cannabinoid profile (e.g., percentage by dry weight of THC, CBD, THCa and CBDa).

4. Usable Marijuana Content

Processing Finished Plant Material into cannabis concentrates or resins or MIPs alters the weight and volume of the Usable Marijuana. The Company determines the Usable Marijuana in any cannabis resin or concentrates or MIPs that it intends to distribute to Patients to ensure that the maximum 60-day supply of 10 ounces for a Patient is not exceeded.

The Company makes its determination by utilizing the formula contained in CCC's Finished Product Testing Protocol (currently, assuming that the yield of cannabis resin or concentrate is 19% of the starting weight of Finished Plant Material). The amount of Usable Marijuana in an MIP is equal to the amount of Usable Marijuana included in the product ingredients measured before any processing or manufacturing steps to create the MIP.

5. Record Keeping

The Company maintains the Finished Product Sample Collection Logbook for a period of one (1) year and shall maintain the Laboratory Manifest for a period of one (1) year and shall provide the documentation to CCC upon request. In addition, the Company contractually ensures that it receives from the laboratory a data package with independent laboratory results as described in Section 8.0 of CCC's Finished Product Testing Protocol and shall maintain such package for a one (1) year period and shall provide such data packages to CCC upon request.

6. Unused Samples

Any unused portion of each batch sample will be returned to the Company and disposed of in accordance with the Company's Waste Disposal Policies and Procedures.

PACKAGING AND LABELING POLICIES AND PROCEDURES

SECTION 7

Packaging

Finished Medical Marijuana Products are packaged in opaque, tamper-proof and child-proof containers without depictions of the product, cartoons, or images other than the Company's logo. Finished Recreational Marijuana Products are sold in tamper or child-resistant packaging that is opaque or plain in design, resealable for any marijuana product intended for more than a single use or containing multiple servings, and certified by a qualified third-party tamper or child-resistant packaging testing firm that the packaging is in compliance with the most recent poison prevention packaging regulations of the US Consumer Product Safety Commission as included at 16 CFR 1700. Finished Recreational Marijuana Products comply with all of the CCC's requirements contained in 935 CMR 500.105(6) and 935 CMR 500.150(3). Edible MIPs do not bear a reasonable resemblance to any product available for consumption as a commercially available candy.

Labeling of Finished Marijuana Product

The Company places a legible, firmly affixed label on each package of Finished Marijuana Product that it prepares for dispensing.

All labeling complies with CCC's requirements for both RMDs and Adult Use labeling (see 935 CMR 501.105(5) and 935 CMR 500.105(5) and 935 CMR 500.150). Samples of all compliant labeling are maintained by the Compliance Officer.

PERSONNEL POLICIES AND PROCEDURES

SECTION 8

Scope

Each board member, director, employee (including a consultant or contractor who provides on-site services to the Company relating to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana), executive, manager and volunteer associated with the Company is a “Dispensary Agent”.

Please refer to the Company’s Staff Member Handbook, which is a comprehensive manual that provides information to guide Dispensary Agents’ behavior towards and relationship with the Company.

Registration of Dispensary Agents

Each Dispensary Agent must be registered with CCC. The Company applies for a Dispensary Agent registration for each of its Dispensary Agents. In addition, with respect to accessing CCC’s MMJ Online System, the Executive Management Team will be registered as RMD Principals.

For each individual who wishes to be a Dispensary Agent at the Company, and who the Company wishes to be associated with it, the Company shall:

1. Require the individual to provide a copy of his or her driver’s license, government-issued identification card, or other verifiable identity document acceptable to CCC.
2. Confirm that the individual is at least 21 years old.
3. Require the individual to complete and sign a CCC-issued application for registration pursuant to the MMJ Online System User Manual.
4. Require the individual to complete and sign a CCC-issued application for registration.
5. Require the individual to sign an attestation whereby the individual certifies that (1) he or she has never been convicted of a felony drug offense in Massachusetts, or a like violation of the laws of another state, the United States or a military, territorial, or Indian tribal authority; and (2) will not engage in the diversion of marijuana.
6. Obtain a CORI report for the individual (which must be obtained within 30 calendar days prior to submission of the application for registration).

7. For individuals who will serve as a member of the Company's staff, verify and document the individual's references.
8. Require the individual to provide all other information required by CCC in connection with registration of Dispensary Agents.

Prior to submitting an application on behalf of a Dispensary Agent to become registered and/or a renewal application, as applicable), the Company engages CSI, Inc. to perform and manage background checks mandated by CCC. In the event that the individual is disqualified to be a registered Dispensary Agent due to the presence of a disqualifying offense (as noted in CCC's Guidance for Registered Marijuana Dispensaries Regarding Background Checks, as amended from time to time "Background Check Guidance"), the individual's association with the Company will be immediately terminated. In the event that the individual's background check reveals a Non-Disqualifying Offense or Information, as noted in the Background Check Guidance, then the Company shall consider whether the offense or information renders the individual unsuitable on the basis of the factors listed in the Background Check Guidance. If the Company determines that in evaluating such factors the individual's background does not generally pose an unacceptable risk of harm to the public health, safety or welfare and particularly does not pose a risk of harm to Patients, Personal Caregivers, Customers, Dispensary Agents or others associated with the Company, then the Company shall make a written determination regarding the finding. In the event that any Dispensary Agent's association with the Company shall be terminated based on the findings of the background check, the Company shall work with CSI, Inc. to manage the process to ensure compliance with Federal and state law. All background check information shall be kept in accordance with the Company's Recordkeeping Policies and Procedures (see Section 11 of this Manual).

Each Dispensary Agent will carry his/her registration card at all times while in possession of marijuana, including at all times while at the Company's Cultivation Facility or Retail Dispensaries or while transporting marijuana.

The Company shall notify CCC no more than one (1) business day after a Dispensary Agent ceases to be associated with the Company. The Company shall notify CCC as soon as possible, but in any event within five business days, after any changes to the Dispensary Agent's name, email, address or phone number submitted to CCC in connection with a Dispensary Agent registration, or after discovery that a registration card has been lost or stolen.

The Company renews each Dispensary Agent's registration card on an annual basis, submitting the required information within 30 days prior to the registration card's expiration. In connection with the renewal of the Dispensary Agent's registration card, the Company engages CSI, Inc. to perform a background check as outlined above.

Organizational Chart

The Company's CEO and COO maintain an updated organizational chart, which is available upon request.

Staffing Plan

The Company has adopted a comprehensive Staffing Plan to facilitate accessible business hours and safe cultivation conditions. The Company's current Staffing Plan is maintained by the Company's COO and is available upon request.

Job Descriptions

The Company maintains a job description for each position at the Company. The job description outlines the essential duties and responsibilities of the position. When the duties and/or responsibilities of a position change, the Company revises the job description to reflect those changes. The Company's CEO, COO and the Director of Human Resources maintain the current job descriptions for each position at the Company, and is available upon request.

Training for Dispensary Agents

The Company requires all Dispensary Agents to undergo a comprehensive training program to ensure they perform their job functions at a high level. The Company tailor training to the roles and responsibilities of the job function of each Dispensary Agent. Additional training includes the Confidentiality Policy and Procedure (see Section 14 of this Manual) as well as each other Policy and Procedure in this Manual, to the extent applicable to each such Dispensary Agent's role with the Company, and any other topic specified by CCC.

At a minimum, Dispensary Agents are trained upon hire prior to performing any job function and thereafter receive 8 hours of on-going training annually.

The Company documents all required training and obtains a signed statement from each Dispensary Agent indicating the date, time, and place he or she received training and the topics discussed, including the name and title of presenters.

Performance Evaluations and Disciplinary Action

1. The Company performs and documents periodic performance evaluations for each of its staff Dispensary Agents.
2. In addition to the disciplinary action provisions contained in the Staff Member Handbook, the Company shall immediately dismiss any Dispensary Agent who has:
 - (a) diverted marijuana or Final Marijuana Product, and the Company shall report such incident to law enforcement officials, CCC, or
 - (b) engaged in unsafe practices with regard to operation of the Company, and the Company shall report such incident to CCC and to the CCC, or
 - (c) been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the

Commonwealth, or a like violation of the laws of another state, the United State or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

3. The Company shall document any disciplinary action(s) taken.

Personnel Records

Personnel records are maintained in accordance with the Company's Record Keeping Policies and Procedures (see Section 11 of this Manual).

DISPENSING POLICY AND PROCEDURE

SECTION 9

The Company does not sell or distribute marijuana or MIPs over the Internet or by mail order.

The Company does not acquire, possess, cultivate, deliver, transfer, transport, supply, or dispense marijuana for any purpose except to Patients, Personal Caregivers or Customers, unless the Company acts in accordance with its inter-RMD/MJ Establishment policy as described in Section 10.C of this Manual regarding Inventory Policies and Procedures or for purposes of laboratory testing.

In addition to the security requirements contained in this Policy and Procedure, all aspects of the Security Policy and Procedure (see Section 2 of this Manual) shall apply.

The operating hours of the Recreational Retail Dispensary will initially be from 10 AM to 8 PM, Monday through Saturday and the Medical Retail Dispensaries will be open from 10AM to 5 PM, Monday through Saturday.

The Company may refuse to dispense marijuana to a Patient, Personal Caregiver or Customer if in the opinion of any Dispensary Agent of the Company, the Patient, Personal Caregiver, Customer or the public would be placed at risk. With respect to a Patient, in the case of denial, the Company shall notify the Patient's Certifying Physician within 24 hours.

1. PRODUCTS

The only products that the Company sells are the Final Marijuana Products and the ancillary items to facilitate the use of marijuana for medical purposes that are listed in Dispensary SOP # 1 – Products. The Company does not sell any other product.

Under no circumstance will the Company adulterate marijuana, including with psychoactive additives or other illicit substances.

Because the Company's Plymouth Retail Dispensaries are co-located Medical and Recreational Retail Dispensaries, the Company ensures that it reserves the quantity and variety of marijuana products for Patient that is sufficient to meet the demand indicated by an analysis of sales data collected by the Company during the preceding six (6) months. These reserved products will reflect the actual types and strains of marijuana products documented during the previous six (6) months. The Company shall perform audits of Patient supply available at the Company on a weekly basis. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available.

On a quarterly basis, the Company shall submit to the CCC an inventory plan to reserve a sufficient quantity and variety of marijuana products for Patients, based on reasonably

anticipated Patient needs as documented by sales records over the preceding 6 months. On each occasion that the supply of any product within the reserved Patient supply is exhausted and a reasonable substitution cannot be made, the Company shall submit a report to the CCC in a form determined by the CCC. On a biannual basis, the Company shall submit to the CCC sales data for the prior 6 months for the purpose of ensuring an adequate supply of marijuana products.

2. **RECEPTION AREA (Identification of Patients and Caregivers and Certification and Adult Use Customers)**

Please refer to Dispensary SOP # 4A and 4B – Front Desk Receptionist Duties.

3. **PATIENT EDUCATION ROOM**

A Patient/Personal Caregiver can choose to request a private consultation in the Patient Education Room. The Company is committed to providing Patients/Personal Caregivers with accurate information on the health effects of marijuana for medical use. Moreover, the Company's Chief Medical Officer will monitor marijuana for medical use research to ensure that the Company provides its Patients with the most accurate information related to the health effects of marijuana for medical use.

In the Patient Education Room, there are education materials regarding marijuana use. These education materials are also available at the Recreational Marijuana Retail Dispensary Reception area.

The educational materials will consist of a booklet that contains basic knowledge of

- a. a warning that marijuana has not been analyzed or approved by the FDA, that there is limited information on side effects, and that there may be health risks associated with using them, and that marijuana should be kept away from children;
- b. a warning that when under the influence of marijuana, driving is prohibited by Massachusetts law, and machinery should not be operated;
- c. information to assist in the selection of marijuana that describes the potential differing effects of various strains of marijuana, as well as various forms and modes of administration;
- d. materials to enable Patients (and their Personal Caregivers, to the extent applicable) and Customers to track the strains used and their associated effects;
- e. Information describing proper dosage and titration for different routes of administration, with an emphasis on using the smallest amount possible to

achieve the desired effect and with an explanation of the impact of potency;

- f. information regarding tolerance, dependence, and withdrawal;
- g. facts regarding substance abuse signs and symptoms, as well as referral information for substance abuse treatment programs;
- h. a statement that Patients/Personal Caregivers/Customers may not sell marijuana to any other individual
- i. a statement that Patients/Personal Caregivers they must return unused, excess, or contaminated products to the registered medical dispensary from which they purchased the product, for disposal;
- j. research studies on health effects; and
- k. information regarding penalties for possession or distribution of marijuana in violation of Massachusetts law.

The educational materials will be available in English, Spanish and Portuguese and accommodations will be made for the visually- and hearing-impaired. The Company shall make educational materials available for inspection by CCC upon request and modify the materials as needed to include any other information required by CCC.

There will be a Patient Education Specialist available in the Patient Education Room to answer any questions that a Patient (or a Personal Caregiver) may have about any information contained in the educational materials or any questions that the Patient (or a Personal Caregiver) may have about the consumption by the Patient and effect of marijuana for medical use on the Patient.

Please refer to Dispensary SOP #5 – Patient Education Specialist Duties.

4. **RETAIL DISPENSARY (Services)**

Upon confirmation by the Receptionist of proper identification documentation, from Reception, a Patient/Personal Caregiver will be provided access to the Medical Retail Dispensary and the Adult Use Customer will be provided access to the Recreational Retail Dispensary.

Please refer to Dispensary SOP # 6 – Product Dispenser’s Duties, Dispensary SOP # 7 – Cashier’s Duties and Dispensary SOP # 3 – Security Guard Responsibilities.

The Company shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. The Company shall maintain records that it has performed the monthly analysis and produce it upon request to the

CCC. If the Company determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, then (1) it shall immediately disclose the information to the CCC; (2) it shall cooperate with the CCC in any investigation regarding manipulation or alteration of sales data; and (3) take such other action directed by the CCC.

All sales records, including the name of the Patient, quantity, type and cost of Final Marijuana Product purchased shall be maintained by the Company for a period of two (2) years.

5. **INTERPRETER SERVICES**

The Company shall make interpreter services available in Spanish and Portuguese as well as accommodations for the visually- and hearing-impaired. The Company may make such services available by any effective means.

6. **PRICING OF FINAL MEDICAL MARIJUANA PRODUCT**

A. General Pricing

In order to prevent Customer/Patient/Personal Caregiver diversion of marijuana to the illegal market, the Company will set its average price for Final Marijuana Product at or above current (illegal) market prices for marijuana in Massachusetts. Pricing will reflect the type of marijuana product, quantity purchased and quality. The current price list for Final Marijuana Product and ancillary products is maintained in each of the Retail Dispensaries. The Company does not give away any Final Marijuana Product (including any samples).

The Company maintains a historical price list for a two (2) year period.

B. Employee Discount Program

In order to prevent diversion of Final Marijuana Product by the Company's employees, the Company offers a discount to its employees for all Final Marijuana Product purchased. Currently, the discount equals a thirty percent (30%) reduction off of M3 produced Final Marijuana Product and a five percent (5%) reduction off of Final Marijuana Product that M3 purchases from wholesale vendors, but the discount may change from time to time, based on the Executive Management Team's discretion.

C. Financial Hardship Program

The Company provides a ten percent (10%) discount off of its retail Final Marijuana Product to Patients with verified financial hardship (recipients of MassHealth or Supplemental Security Income, or individuals whose income does not exceed 300% of the federal poverty level, adjusted for family size) ("Financial Hardship Program").

In order to participate in the Company's Financial Hardship Program, a Patient will be required to provide the Company with either (1) government issued documentation of being a MassHealth recipient; (2) government issued documentation of being a Supplemental Security Income recipient; or (3) a copy of his/her most recent tax return to establish the Patient's income does not exceed 300% of the federal poverty level, adjusted for family size (unless based on the filing status, age and income thresholds the government does not require a tax return to be filed, in which case an attestation as to that effect and to income earned for the prior year).

Please refer to Dispensary SOP # 4 – Front Desk Receptionist Duties (under the Section entitled “Financial Hardship Program”).

INVENTORY POLICIES AND PROCEDURES

SECTION 10

Dispensary Agents who have been assigned inventory functions for the Company are responsible for the storing, tracking, counting, and safekeeping of Marijuana, Final Marijuana Product, and other Company products. For purposes of maintaining an accurate inventory, the Company adheres to the following:

A. Real Time POS/Inventory

The Company has purchased a seed-to-sale software system supported by LeafLogix (“Triple M Seed-to-Sale System”). Triple M’s Seed-to-Sale System interfaces with the CCC’s Online System (collectively, “Seed-to-Sale System”) to track all marijuana seeds, marijuana plants, marijuana plant-clones (in any phase of development such as propagation, vegetation and flowering), Finished Marijuana Products and all Contaminated Final Marijuana Product awaiting disposal and verifies product identification and weight measurements in multiple departments (Cultivation, Processing, Dispensing, and Inventory).

As noted in the Cultivation and Processing Policies and Procedures (Section 5 of this Manual), at each stage of cultivation and harvesting the container holding the marijuana seed and/or marijuana plant will have affixed to it a label that has a unique sequential serial number and barcode that identifies the Cultivation Batch and the number of plants relating to such Cultivation Batch. Also noted in the Cultivation and Processing Policies and Procedures, during the processing of any marijuana plant the container holding the in-process marijuana product and/or Finished Marijuana Product will have affixed to it a label that has a unique sequential serial number and barcode that identifies the Cultivation Batch and the Production Batch.

As stated in the Cultivation and Processing Policies and Procedures, in connection with processing Final Marijuana Product: flower buds intended for Final Marijuana Product will be weighed to identify the weight of the flower bud Production Batch and will be entered into the Seed-to-Sale System. Dried flower buds and “sugar trim” from the same Cultivation Batch that will be used to be processed into other Final Marijuana Product (such as pre-rolled cigarettes, resin, concentrates, or MIPs) will be weighed and the total amount of such dried marijuana will be entered it into the Seed-to-Sale System, which along with the flower bud Production Batch weight, will determine the total weight of the Usable Marijuana of the Cultivation Batch.

As stated in the Cultivation Policy and Procedure, with respect to Final Marijuana Product that is not flower bud, the Processor will determine enter the weight of flower bud/trim being used for the processed item into the Seed-to-Sale System. The container of each processed Finished Medical Marijuana Product will have attached to it a label that has a unique sequential serial number and barcode that identifies the Cultivation Batch and the Production Batch and quantifies the amount of Usable Marijuana for such product.

Please refer to Processing SOPs # 4-16 for more detailed inventory policies and procedures pertaining to harvesting, processing and laboratory testing.

As stated in the Dispensing Policy and Procedure, when a Patient (or Personal Caregiver) purchases a Final Marijuana Product, the Product Dispenser/Cashier enters the type and amount of Final Marijuana Product into Triple M's Seed-to-Sale System. With respect to the sale of Final Medical Marijuana Product, the sale is documented in CCC's Virtual Gateway, including the amount of Usable Marijuana. Triple M's Seed-to-Sale System will then automatically deduct the weight of the purchased Final Marijuana Product from the total weight of the Production Batch.

The Seed-to-Sale System will ensure that there are checks and balances in terms of (1) the total weight of the Company's harvested marijuana, Final Marijuana Product and Final Marijuana Product that is acquired from another RMD/Marijuana Cultivator pursuant to the Inter-RMD/MJ Establishment Acquisition and Distribution policy (Section 10.C of this Manual), can be matched against (2) Final Marijuana Product which the Company stores and dispenses to Patients, Personal Caregivers and Customers, is distributed to another RMD or Marijuana Establishment pursuant to the Inter-RMD/MJ Establishment Acquisitions and Distribution Policy, is used for lab testing, is Contaminated (as described below) or is Excess Marijuana (as described below).

On a monthly and annual basis, the Company conducts a comprehensive inventory count of marijuana in the process of cultivation and processing and all stored and dispensed Final Marijuana Products, Final Marijuana Product that the Company acquires or distributes to another RMD/Marijuana Establishment and any Contaminated Final Marijuana Product. The record of inventory will include the date, summary of findings, names, titles and signatures of those who conducted the inventory.

Part of the inventory process will include a product quality inspection, and if it is determined that the Final Marijuana Product is Contaminated, the Contaminated Final Marijuana Product will be destroyed in accordance with the Waste Removal Policies and Procedures (see Section 12 of this Manual). "Contaminated" is any Final Marijuana Product, the quality of which is considered compromised because it is expired, defective, damaged, deteriorated, mislabeled, or contaminated, as well as all Final Marijuana Products whose containers or packaging have been opened or breached. The weight of Usable Marijuana that is identified as Contaminated (by the applicable Production Batch), will be entered into the Seed-to-Sale System. Part of the inventory process will also include a determination as to whether the amount of marijuana that the Company has harvested is in excess of the quantity projected to reflect the needs of its Patients and customers (and which cannot otherwise be distributed to another RMD in accordance with the Company's Inter-RMD Acquisition and Distribution Policy ("Excess Marijuana")). The weight of Usable Marijuana that is identified as Excess Marijuana (by the applicable Production Batch), will be entered into the Seed-to-Sale System and will be destroyed in accordance with the Waste Removal Policies and Procedures. The annual inventory account will be held on December 31st of each year.

The Dispensary Agents responsible for inventory will document their findings in comparison to a print out from Triple M's Seed-to-Sale System of the inventory at each location (including date, summary of findings and names of Dispensary Agents performing the inventory). In the event that a Dispensary Agent uses an oral recording device, the Company will have the recording transcribed within 24 hours.

The inventory data shall be maintained in electronic format and hard copy and will include all information required by CCC. The hard copy will include the date of the inventory, a summary of the inventory findings, and the names, electronic signatures, and titles of the Dispensary Agents who conducted the inventory.

In the event of a discrepancy between total weight of harvested marijuana and total Final Marijuana on-hand and/or dispensed, and/or distributed to or acquired from an Inter-RMD/MJ Establishment transaction, and/or used for lab testing, and/or destroyed as Excess Marijuana, and/or accounted for as Contaminated, the Company shall immediately perform an internal audit to determine the reason for the discrepancy. If the Company determines that there is an error or inaccuracy in its inventories then it will investigate the cause and immediately put into place corrective operational measures to avoid such error or inaccuracy in the future. The Company's investigation of the discrepancy and the outcome will be documented by the Inventory Control Manager. In the event that the Inventory Control Manager determines that the discrepancy resulted from a Dispensary Agent's diversion of marijuana, then the Inventory Control Manager and the CEO and/or COO shall notify local police of the incident. The Dispensary Agent shall be terminated immediately.

B. Inter-RMD/MJ Establishment Acquisitions and Distributions of Final Marijuana Product

The Company may acquire Final Medical Marijuana Product from or distribute Final Marijuana Product to another RMD/Marijuana Establishment (not owned by the Company) when:

1. A documented emergency situation occurs such as loss of crop, vandalism, or theft, or other circumstance as approved by CCC; or
2. A specific Patient's needs cannot otherwise be met by the acquiring RMD, as documented by the acquiring RMD; and
3. The Company's distribution and acquisition of Final Marijuana Product to and from all other RMDs (not owned by the Company) does not exceed, cumulatively, 30% of the Company's total annual inventory.

No Final Marijuana Product shall be distributed to another RMD/Marijuana Establishment unless the Final Marijuana Product has been tested by the testing lab in accordance with the Company's Final Product Testing Policy and Procedure (Section 6 of this Manual). If the Company acquires Final Marijuana Product from another non-Company owned RMD/Marijuana Establishment, then the transferring RMD/Marijuana Establishment shall provide the Company will all testing

information to ensure that the Final Marijuana Product meets all of CCC requirements contained in CCC's Finished Product Testing Protocol.

All Final Marijuana Product that is either acquired by the Company or distributed to another RMD/Marijuana Establishment (not owned by the Company) shall be tracked in the Company's Seed-to-Sale System and CCC's Online System.

C. Record Keeping

The Company maintains all records concerning inventory and disposal for a period of two (2) years in accordance with the Record Keeping Policies and Procedures (see Section 11 of this Manual).

RECORD KEEPING POLICIES AND PROCEDURES

SECTION 11

General

All records will be maintained in either electronic or paper format. If in paper format, the records will remain in a locked cabinet with access to such records by Dispensary Agents who have a need to access or create such records in accordance with their job function. If in electronic format, access to such records will be protected by a password that will be available only to Dispensary Agents who have a need to access or create such records in accordance with their job function. All electronic records will be backed up on a server that is maintained off site.

The Company makes its records available for inspection by CCC, upon request. In addition to the specific record retention requirements noted below, in the event of the closure of the Dispensary, all records shall be maintained for at least two (2) years in a form and location acceptable to CCC.

Personnel Records

The Company shall maintain personnel records for at least 3 years after termination of the individual's affiliation with the Company. The Company maintains the following personnel records for each Dispensary Agent:

1. Job description for each employee and volunteer position and an organizational chart consistent with the job descriptions or identification of position.
2. Personnel record for each Dispensary Agent to include the following:
 - (a) Full name, address and telephone details of each Dispensary Agent.
 - (b) A copy of the application (and all supporting materials) that the Company submitted to CCC on behalf of the prospective Dispensary Agent to become a Registered Agent;
 - (c) Documentation of verification of references;
 - (d) The job description or employment (or independent contractor) contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - (e) 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 as well as the training materials provided;

- (f) Documentation of periodic performance evaluations;
 - (g) Record of any disciplinary action taken; and
 - (h) Notice of completed responsible vendor and eight-hour related duty training, once implemented by the CCC.
3. All CORI reports obtained in connection with the registration of each Dispensary Agent (to be kept separate from the general personnel files of each Dispensary Agent).
 4. All results of new and on-going Dispensary Agent background information checks.

Business Records

The Company maintains manual and/or computerized records of the following:

1. Staffing Plan;
2. List of all board members and executives of the Company (which shall be provided upon request by any individual);
3. Training materials for Dispensary Agents based on job description;
4. Inventory records, including seed-to-sale tracking records for all marijuana and Final Marijuana Products created and maintained in accordance with the Company's Inventory Policies and Procedures (see Section 10 of this Manual for a period of two (2) years);
5. All CORI reports obtained on behalf of a Dispensary Agent and all background investigation information required by CCC that the Company obtains in connection with obtaining registration for a Dispensary Agent and every year thereafter during the time the Dispensary Agent is engaged by the Company and for a three (3) year period thereafter;
6. Assets and liabilities, for a period of six (6) years;
7. Pricing lists of its Final Marijuana Product for a period of two (2) years;
8. Monetary transactions, for a period of four (4) years;
9. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of six (6) years;

10. Sales records that (a) for Medical Marijuana sales indicates the name of the Patient or Personal Caregiver to whom marijuana and MIPs have been dispensed, including the quantity, form, and cost, and (b) for Recreational Marijuana sales indicates quantity, form and cost of marijuana products, each for a period of for a period of four (4) years;
11. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company, including members of the Company as a non-profit corporation (if any) while the individual is affiliated with the Company and for a period of three (3) years thereafter;
12. Waste Logbook entries created pursuant to the Waste Disposal Policy and Procedure (see Section 12 of this Manual) for two (2) years;
13. Copies of the most recent third party financial audit for a period of six (6) years;
14. This Manual and the Company's Staff Member Handbook and former version of the same will be maintained for a period for a period of two (2) years;
15. Governing Documents of the Company, as amended, including Articles of Organization, Bylaws, and minutes of meetings of the Company;
16. Results from testing for Environmental Media and Final Product Testing for one (1) year;
17. Laboratory Manifests, Returning Laboratory Manifests, Home Delivery Manifests and RMD Manifests for one (1) year;
18. All records pertaining to Patients will be maintained by the Company while the Patient is member of the Company and for a period of two (2) years after the last transaction between the Patient and the Company; and
19. All documentation related to an incident that is reportable in accordance with the Company's Incident Reporting Policy and Procedure (see Section 4 of this manual) for at least one (1) year.

The Company will provide to any individual upon request, the names of all board members, executives and members of the Company as a non-profit corporation (if any).

WASTE DISPOSAL POLICIES AND PROCEDURES

SECTION 12

In general, all litter and waste shall be removed from the Cultivation Facility and the Dispensaries on a regular basis to minimize the development of odor and to minimize the potential risk of waste attracting and harboring of pests.

Waste Disposal of marijuana or by-products of marijuana processing shall include all wastes generated through the cultivation and processing of cannabis products, and the disposal of unwanted product or product waste generated at the Company's facility.

The disposal of marijuana wastes or marijuana waste by-products shall include:

- All wastes from the solid plant material, whether usable plant trim/flower or unusable plant materials, such as stalks or roots;
- All wastes generated from the in-house additives used in the cultivation of the marijuana varieties;
- All waste solvents used in processing, including flammable solvent used in the preparation of concentrates;
- All remnants of product in processing and/or spills of processed product;
- All contaminated or returned marijuana product; and
- All materials that could contaminate surface- or groundwater resources, or do not meet discharge standards for discharge into the municipal wastewater stream.

The disposal of marijuana wastes or marijuana waste by-products shall be accomplished in the following manners.

SOLID WASTE DISPOSAL: Solid waste disposal shall comply with all requirements set forth in the Solid Waste Regulations (310 CMR 19.000) and shall include the grinding and mixing of all marijuana or marijuana by-products from indoor growing operations to render them unusable and unrecognizable by mixing with non-usable marijuana (e.g., roots, mature stalks) or other inert material used in cultivation (e.g., soil) or other non-consumable solid waste such as paper, cardboard, plastic or compost.

Solid and liquid waste containing marijuana or by-products of marijuana processing shall be mixed into the solid waste stream as follows:

- Liquid waste shall be rendered unusable and unrecognizable prior to leaving the facility through the grinding and incorporation into the solid waste stream as described above.

- The rendering of all solid waste products (solids and solids mixed with liquids) as unusable and unrecognizable shall only occur in the designated waste disposal area.
- Two employees must be present to witness, weigh and record the rendering of the product as unusable and unrecognizable, and enter the information into the Waste Disposal Log Book. The Waste Disposal Log Book is maintained for 2 years.
- Employees shall wear protective gloves/eye protection/face protection/body, skin protection when grinding.
- After the waste is made unusable and unrecognizable, it shall be placed into an approved compost bin in the waste disposal area.
- Once the compost bins are full, the contents shall be placed in the dumpster, which shall be transported to a properly licensed waste disposal facility by the Company's waste removal contractor to an appropriate solid waste transfer or disposal facility that holds a valid permit issued by the Department of Environmental Protection or by an appropriate state-agency.

LIQUID WASTE DISPOSAL: When not being handled in the solid waste stream as described above, liquid marijuana waste by-products of marijuana processing waste is regulated under 935 CMR 500.105 (12, b). The Company's policy prohibits any liquid waste containing marijuana or by-products of marijuana processing from being discharged into any surface or groundwater.

Any liquid waste that is not rendered unusable and unrecognizable prior to leaving the facility through the grinding and incorporation into the solid waste stream must comply with all applicable state and federal requirements as cited in 935 CMR 500.105 (12, b), which include:

- Massachusetts Clean Waters Act, M.G.L. c. 21 §§ 26 through 53; 314 CMR 3.00: Surface Water Discharge Permit Program;
- 314 CMR 5.00: Groundwater Discharge Program;
- 314 CMR 12.00: Operation Maintenance and Pretreatment Standards for Wastewater Treatment Works and Indirect Dischargers; and
- Federal Clean Water Act, 33 U.S.C. 1251 et seq., the National Pollutant Discharge Elimination System Permit Regulations at 40 CFR Part 122, 314 CMR 7.00: Sewer System Extension and Connection Permit Program) or stored pending disposal in an industrial wastewater holding tank in accordance with 314 CMR 18.00: Industrial Wastewater Holding Tanks and Containers.

The Company is connected to the municipal wastewater system. If liquid waste containing marijuana cannot be rendered unusable and unrecognizable prior to leaving the facility through the grinding and incorporation into the solid waste stream, and instead is disposed of into the municipal system, such disposal shall comply with the above regulations, and specifically with the General Prohibitions set forth in 314 CMR 12.08: Prohibitions and Standards for Discharge to POTWs:

- No person shall discharge or cause to be discharged to a Publicly Owned Treatment Works (POTW) any substances, materials, or wastewaters that can: harm the sewers, wastewater treatment process, or equipment; have an adverse effect on the receiving waters; or otherwise endanger life, limb, public property, or constitute a nuisance. In determining the acceptability of these wastewaters, consideration shall be given to such factors as the quantities of such wastewaters in relation to flows and velocities in the sewers, construction of or materials comprising sewers, nature of the wastewater treatment process, capacity of the wastewater treatment process, degree of treatability of such wastewaters in the wastewater treatment plant, and other pertinent factors.

In addition, under the Specific Prohibitions, the following pollutants shall not be introduced into a POTW:

- Pollutants which create a fire or explosion hazard in the POTW;
- Pollutants which will cause corrosive structural damage to the POTW, and in no case discharges with pH lower than 5.5, unless the works is specifically designed to accommodate such discharges;
- Solid or viscous pollutants, including fats, oils and grease in amounts which will cause obstruction to the flow in the POTW resulting in interference;
- Any pollutant, including oxygen demanding pollutants released in a discharge at a flow rate and/or pollutant concentration which will cause interference with the POTW;
- Heat in amounts which will inhibit biological activity in the POTW resulting in interference, and in no case heat in such quantities that the temperature at the POTW treatment plant exceeds 40°C (104 F), unless the Department, upon request of the POTW, approves alternate temperature limits; or
- More than one part per billion (ppb) of mercury, where a local mercury limit established under 314 CMR 12.09(1) is applicable to an indirect discharge to a POTW, the most stringent mercury standard shall apply. (3) Local Limits. Any indirect discharger shall comply with the local sewer use rules and regulations established pursuant to 314 CMR 12.03(5).

MARKETING AND ADVERTISING POLICIES AND PROCEDURES

SECTION 13

1. The Company's logo does not include medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis and marijuana.
2. The Company's external signage is not illuminated except for a period of 30 minutes before sundown until closing, and complies with local requirements (noted below) regarding signage and any requirements set forth by CCC. The Company does not utilize neon signage.
 - a. Plymouth: No signage for the Company will be backlit or illuminated from the ground.
 - b. Mashpee: The Company uses only one building sign and one freestanding sign, neither of which exceeds 10 square feet in signboard area (freestanding sign may be 2 sided).
3. The Company does not display on the exterior of the facility advertisements for marijuana or any brand name, and only identifies the building by its logo.
4. The Company does not utilize graphics related to marijuana or paraphernalia on the exterior of the Company or the building in which the Company is located.
5. The Company does not advertise the price of Final Marijuana Product, except that the Company posts its menu on its website and provides an electronic catalogue or a printed list of the prices and strains of Final Marijuana Product available at the Company in the Retail Dispensary to Patients.
6. Final Marijuana Products and associated products are not displayed or clearly visible to a person from the exterior of the Company.
7. The Company does not produce any items for sale or promotional gifts, such as T-shirts or novelty items, bearing a symbol of or references to marijuana or Final Marijuana Products, including the logo of the Company.
8. No advertising materials or materials produced by the Company and disseminated as patient education materials or marketing and advertising materials include:
 - (a) Any statement, design, representation, picture, or illustration that encourages or represents the use of marijuana for any purpose other than to treat a debilitating medical condition or related symptoms;
 - (b) Any statement, design, representation, picture, or illustration that encourages or represents the recreational use of marijuana;

- (c) Any statement, design, representation, picture, or illustration related to the safety or efficacy of marijuana unless supported by substantial evidence or substantial clinical data with appropriate scientific rigor, which shall be made available upon the request of a registrant or CCC; or
 - (d) Any statement, design, representation, picture, or illustration portraying anyone under the age of 21.
9. With respect to its operations as a Marijuana Establishment, the Company engages in reasonable marketing and advertising and branding practices that are not otherwise prohibited by 935 CMR 500.105(4)(b) that do not jeopardize the public health, welfare or safety of the general public or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. And, any such marketing, advertising and /or branding shall include the language noted in 935 CMR 500.105(4)(a)(5).
10. The Company displays, in secured, locked cases, samples of each Final Marijuana Product offered for sale.

CONFIDENTIALITY AND SECURITY OF INFORMATION POLICIES AND PROCEDURES

SECTION 14

Information held by the Company about current or former Patients, Personal Caregivers, recreational Customers and Dispensary Agents is confidential and shall not be disclosed without the written consent of the individual to whom the information applies; provided, however, that CCC may access such information to carry out their respective official duties; and provided further, that the Company shall make available such information to law enforcement, and shall make such information available pursuant to an order from a court of competent jurisdiction or as otherwise required by law.

Although the Company is not a “covered entity”, as defined by HIPAA, the Company will implement and practice many of HIPAA’s privacy and security policies in order to ensure that Patient health information remains secure. All Patient and Personal Caregiver information will be entered into the Company’s Database (Company’s Seed-to-Sale System and the membership database that the Company maintains relating to the Seed-to-Sale System). All electronic information will be backed up on a regular basis. Access to Patient and Personal Caregiver information from the Company’s Database will be password protected and access will be limited to the Executive Management Team and the Dispensary Agents who have a need to access such information to fulfill their job functions and all such individuals will have been trained on professional conduct, ethics and state and federal laws regarding confidentiality.

Any Patient or recreational Customer information maintained in paper format will be stored in a locked cabinet with access limited to those Dispensary Agents who have a need to access such information, based on their job functions and all such individuals will have been trained on professional conduct, ethics and state and federal laws regarding confidentiality. Any hard-copy information not stored will be shredded and disposed of in a secure trash receptacle.

Any Dispensary Agent who has access to Patient, Personal Caregiver and recreational Customer information will receive on-going in-house training to ensure maintenance of confidentiality of such individual’s information.

The confidentiality and security of information for Dispensary Agents is addressed in the MMM Staff Member Handbook and in the Company’s Comprehensive Written Information Security Program (WISP). The content of personnel records of Dispensary Agents is addressed in Personnel Policy and Procedure (Section 8 of this Manual).

Dispensary Agents are required to report any suspicious or unauthorized use of information (including but not limited to Personal information) collected and maintained by the Company.

RECALL POLICIES AND PROCEDURES

SECTION 15

In the event of a voluntary recall or mandatory recall of any Final Marijuana Product because of a request/order of CCC, or in the event necessary to promote public health and safety or in the event the Company determines that Final Marijuana Product is defective or potentially defective, then the Company shall:

1. Identify the Final Marijuana Products that are subject to recall and search the Company's Database for transactions relating to any purchase of such Final Marijuana Product;
2. The Company shall alert each Patient, Personal Caregiver or Customer (or other RMD, to the extent Final Marijuana Product was acquired by the Company pursuant to its Inter-RMD Policy and Procedure) verbally of the recall of Final Marijuana Product and request that the Patient, Personal Caregiver, Customer or other RMD/Marijuana Establishment, as applicable, bring the recalled Final Marijuana Product back to the Company as soon as possible
 - a. First, each such Patient, Personal Caregiver, Customer and RMD/Marijuana Establishment, as applicable, shall be contacted by phone, based on the phone number contained in the Database relating to such applicable Patient, Personal Caregiver, Customer and RMD/Marijuana Establishment.
 - b. Second, if the Company cannot reach the Patient, Personal Caregiver, Customer or RMD/Marijuana Establishment it shall send a letter to each such Patient, Personal Caregiver or Customer using the residential address of the individual (if one is on file) or business address of the RMD/Marijuana Establishment contained in the Company's Database.
3. The information to be contained in each alert described in Section 2(a., b., and c.) shall contain the following:
 - a. Final Marijuana Product name and description;
 - b. Range of dates that Final Marijuana Product purchased and Retail Dispensary location(s);
 - c. Portion of the serial number of the barcode attached to the container that held the Final Marijuana Product when sold that identifies the particular Production Batch;
 - d. Expiration or "use by" date, if any, that was recommended for the Final Marijuana Product;
 - e. Explanation for the reason of the recall;
 - f. To the extent applicable, explain how Final Marijuana Product defect could result in any health hazards;

- g. To the extent known, explain how the problem occurred and the date(s) it occurred and how the problem was discovered;
 - h. Request that the Patient cease using any remainder the Final Marijuana Product;
 - i. Request the Inter-RMD to notify its customers regarding the recall; and
 - j. Request that the unused portion of the Final Marijuana Product being recalled be returned to the Retail Dispensary for a refund and for destruction and provide relevant contact information to effect the recall.
4. Immediately notify CCC of its decision for a voluntary recall of Final Marijuana Product.
5. Upon receipt of the recalled Final Marijuana Product, the Company will inventory the Usable Marijuana remaining in the recalled Final Marijuana Product and enter the information into the Company's Seed-to-Sale System using the unique, sequential serial identification number to identify the product and the Production Batch to account for the recalled Final Marijuana Product. To the extent the Final Marijuana Product no longer has a label affixed to the packaging that includes the unique, sequential serial identification number, the Company shall obtain such information from its Database as the same relates to the transaction pertaining to the recalled Final Marijuana Product;
6. Work with CCC to provide a refund to the Patient, Personal Caregiver and/or other RMD/Marijuana Establishment of the recalled Final Marijuana Product to be entered into CCC's MMJ Online System (working with CCC to refund such amount notwithstanding CCC's policy of inability to void any transaction after the same day of initial transaction);
7. Dispose of the recalled Final Marijuana Product (that which is obtained from Patients, Personal Caregivers and customers as well as that which has not been sold by the Company) in accordance with its Disposal of Waste Policy and Procedure (see Section 12 of this Manual). Enter the amount of Usable Marijuana in the Seed-to-Sale System that is being destroyed;
8. Retain copies of all written notices and website notifications pertaining to such recall for a period of two (2) years; and
9. Take any necessary corrective action to ensure that the reason why the Final Marijuana Product was voluntarily/involuntarily recalled shall not recur.

HOURS OF OPERATION AND CONTACT INFORMATION

SECTION 16

Hours of Operation

Mashpee Retail Dispensary Hours: Tuesday through Saturday from 10 a.m. to 5 p.m.

Plymouth Retail Dispensary Hours: Tuesday through Saturday from 10 a.m. to 5 p.m.

Plymouth Cultivation Facility Hours: Twenty-four (24) hours per day, 7 days per week.

Any change in the above-listed hours of operation shall be provided to CCC within five (5) business days.

After-Hours Contact Information

Kevin O'Reilly, COO: cell phone (508) 930-0112; email kevin@mm-ma.org

Any change in the after-hours contact information shall be provided to CCC within 5 business days.



M3 VENTURES, INC.

EMERGENCY PREPAREDNESS PLAN

SECTION 1

FIRE

I. FIRE PREVENTION

A. GENERAL

The realization that even a minor fire in M3 Venture, Inc.'s (d/b/a Triple M) (the "Company") cultivation facility or any of its retail dispensaries (referred together as the "facility") can have serious implications dictates that implement a strong, viable fire prevention program. This program will address the integrity of suppression systems, the elimination or minimization of fire hazards and compliance with fire safety codes and regulations.

The Company is subject to periodic inspections by the Fire Department, Massachusetts Department of Health, and other regulatory bodies. These inspections are conducted to ensure compliance with local and state fire codes and to aid the facility in improvement of its fire prevention efforts. These inspections should be viewed positively and every effort made to cooperate with the inspectors. The Chief Operating Officer/Dispensary Manger of the facility will accompany all inspectors and will take action as directed by the governing body to ensure the facility corrects any discrepancies or implements policies suggested by the inspecting authority.

The Company will strive for continued compliance with applicable codes and prevention of hazardous conditions, employing periodic hazard surveillance inspections conducted by the performance improvement committee. Reports of these inspections will be submitted to the governing body for review and corrective action, as required.

B. HOUSEKEEPING

1. Ensure all trash is removed on a daily basis and not allowed to accumulate in closets or corners.
2. Keep all corridors and fire exits free of any obstruction.
3. Storage of any type, at any time, in corridors is prohibited.
4. Empty boxes or storage cartons will not be allowed to accumulate.
5. Trash receptacles will be of non-combustible type.

C. ELECTRICAL SAFETY

1. Any actual or suspected electrical problem will be reported immediately.
2. Electrical equipment will not be used if damaged or reliability is suspected.
3. All electrical equipment used in the facility will be inspected for safety by an engineering consultant prior to being put into service.

4. Dust and lint will not be allowed to accumulate on electrical equipment.
5. Electrical equipment will be used by qualified operators only.

D. SMOKING

1. The Company is a non-smoking facility.
2. Smoking is permitted outside the building at the back of the building.

E. STORAGE OF MATERIALS AND SUPPLIES

1. All storage areas will be kept neat and orderly.
2. No storage is permitted above a horizontal plane eighteen inches below the lowest point of a sprinkler head.
3. Doors will be kept closed when store rooms are unoccupied.
4. A clear path will be maintained at all times.
5. No material or storage units will be located where they conceal or hinder access to fire alarm pull stations or fire extinguisher.

II. FIRE RESPONSE PLAN

A. GENERAL

Rapid and effective response in the first few minutes of a fire is of paramount importance to ensure the safety of patients, personal caregivers, visitors and staff and to minimize damage and interruption of service. There are four basic procedures, which, when employed in order, should achieve the greatest degree of personal safety and minimum amount of property damage. These steps are:

1. **RESCUE**
2. **ALERT**
3. **CONFINE**
4. **EVACUATE**

B. RESCUE

Personal safety in a fire emergency is of the utmost importance. Every reasonable attempt to move patients, personal caregivers, visitors and staff away from an area of immediate danger must be performed as rapidly as possible. The following guidelines apply to this procedure:

1. Do not risk your own life or serious injury when attempting a rescue.

2. Do not attempt to move or reach through flames.
3. Keep in a low, crouched or crawling position when in areas of smoke.
4. Do not move patients any further than necessary to ensure their safety.
5. Do not allow yourself to become trapped between the fire and means of escape.

C. ALERT

As soon as the safety of the people in the vicinity of the fire is secured and the fire is confined, the rest of the facility must be alerted to the situation and the Fire Department summoned. The automatic fire detection system may perform this function, but its reliability, as with any electro-mechanical system, cannot be guaranteed to be perfect. The staff personnel at the scene of the emergency will notify the Chief Operating Officer and/or Dispensary Manager of the situation, whether or not the automatic system has signaled an alarm. The procedures and responsibilities of alerting are:

1. The personnel at the scene will notify the Receptionist. The location, type and extent of the fire will be given along with the name of the person calling.
2. The Chief Operating Officer or Dispensary Manager will then notify the Fire Department by phone.

D. CONFINE

Smoke and toxic gasses given off during a fire are the primary cause of death in structural fires. Efforts must be taken to minimize not only the spread of the fire, but of the smoke also. Containment of the fire and smoke to the smallest area possible is to be initiated immediately after the rescue process is completed. Guidelines for containment are:

1. Close the door to the room or area in which the fire occurs.
2. Close all doors in the facility.
3. Ensure the smoke barrier doors in the corridor are closed.
4. Do not reopen any doors unless absolutely necessary.
5. Do not, under any circumstances, open a door which is hot or warm to the touch.

The heat felt through the door indicates the fire on the other side has grown past the point of fighting except by professional firefighters.

E. EXTINGUISH

The final step in responding to a fire emergency is extinguishment. Portable fire extinguishers will be used on small fires. A large fire, or one that is spreading rapidly, will be confined and left for the Fire Department to fight.

The staff personnel on the scene will attempt to extinguish the fire pending the arrival of someone more qualified, if it is safe and reasonable to do so. Upon arrival of the Fire Department, the ranking officer will assume complete charge of the situation. Staff will assist the Fire Department only if requested to do so.

All fires extinguished or unextinguished, insignificant or major, must be reported to the director of the surgery center so proper reports may be made to the Fire Department.

F. PORTABLE FIRE EXTINGUISHERS

Portable fire extinguishers, when properly used in the early stages of a fire, are extremely effective and can prevent a small controllable fire from becoming a major problem resulting in extensive property damage, injury or fatalities. All staff personnel of the Company will make themselves familiar with the Fire Safety Plan, the location and proper use of extinguishers in and near the work area.

Fires are classified by the type of fuel involved as listed below:

Class A: Ordinary Combustibles (wood, paper, rags, trash, etc.)

Class B: Flammable Liquids (gasoline, oil, etc.)

Class C: Electrical (fires in or around electrical equipment)

Class D: Burning Metals (not applicable to this facility)

For a fire to sustain itself, it must have three elements, fuel, heat and oxygen (air). The removal of any of these will cause the fire to extinguish. Portable fire extinguishers are designed to eliminate one or more of these elements.

Fire extinguishers are classified by the type of fire they are designed to suppress. The chart below shows the different types of extinguishers and class/classes of fires for which they are intended.

Pressurized Water	Class A only
Carbon Dioxide	Class B or C
Dry Chemical	Class A, B, or C
Halon	Class A, B, or C

The proper use of an extinguisher can best be remembered by using the **P.A.S.S.** system.

P = *Pull* (Pull the safety pin.)

A = *Aim* (Aim the nozzle at the base of the fire.)

S = *Squeeze* (Squeeze the handle to discharge the extinguishing agent.)

S = Sweep (Sweep the nozzle or hose side-to-side at the base of the flame.)

There are several guidelines and precautions to follow when using a portable fire extinguisher:

1. Keep between the fire and a safe escape route.
2. Never use an extinguisher to fight a fire above your head.
3. Do not return a discharged extinguisher to its cabinet or bracket. It must be recharged before being returned.
4. Familiarize yourself with the fire extinguisher before an emergency occurs.
5. Do not attempt to fight a large fire with a portable fire extinguisher.

G. FIRE DRILL PROCEDURES

1. Four times per year:

- b. Fire drills will be conducted to familiarize personnel with the proper procedures to follow in the event of an actual fire emergency. These drills will be conducted without prior announcement at least once within a quarter.
- c. The following exceptions to the fire plan will be made during a drill:
 - i. The fire alarm system will not be activated by staff. An outside fire alarm testing company will ensure quarterly transmission of signal to the fire department with the buildings fire inspections.
 - ii. Patients will not be moved.
- d. All fire drills will be addressed in a professional manner and as a positive learning experience. The safety of the patients, visitors and staff is enhanced by the training of all personnel in proper response to emergency situations.

2. Annually:

Once a year the Fire Department will be on-site for review of fire extinguishers.

SECTION 2 DISRUPTION OF SERVICES

I. WATER

- A. Notify the Chief Operating Officer.
- B. Notify either Plymouth DPW Water Department. Telephone number: 508-830-4162 ext. 138 or Mashpee DPW 508-539-1420, as applicable.
- C. Restrict use of water. If possibility of contamination exists, turn off main water valve.
- D. Deliver adequate drinking water to each designated area.

II. GAS

- A. Notify the Chief Operating Officer.
- B. Notify Eversource (gas company). Telephone number: (800) 592-2000
- C. If gas leak is evident, notify Fire Department (911).
- D. Remove occupants and open doors and windows to ventilate.
- E. Shut off local valve or main valve at meter.
- F. Do not use matches, candles or other open flame devices, activate light switches or other electrical appliances.
- G. Gas shut-off is located at:

III. ELECTRICITY

- A. Notify the Chief Operating Officer.
- B. Notify Eversource (electric company). Telephone number: (800) 592-2000
- C. Main power panel is located in the Electrical Room.

SECTION 3

EXTERNAL DISASTER PLAN

I. PURPOSE

To provide a safe and efficient plan of action to be implemented in the event of an outside occurrence which cannot be predicted and does not allow time to evacuate or close the facility. The Company will not participate in the area Civil Defense Disaster Plan since staff, equipment and supplies are inadequate to meet the standards of preparedness for external disaster away from the facility. Should impending disaster be predicted, the schedule will be canceled and patients, personal caregivers and personnel instructed to stay at home. Only maintenance personnel will be available to secure the physical structure. In the event that the facility is struck by an unpredicted occurrence causing damage and injury (i.e., tornado, earthquake, etc.) a plan will be implemented for triage, emergency treatment and transfer of victims to the nearest emergency treatment center. The Fire Department will be notified of sudden on-site disaster. The Fire Department will be in charge of evacuation.

II. CLASSIFICATION OF EXTERNAL DISASTER

- A. **Natural:** Tornado, flood, earthquake, ice or snow storm.
- B. **Man-Made:** Area contamination by toxic agents, bomb explosion, collapse of portion of building.

III. ACTIVE DISASTER PROGRAM

- A. **Notification:** When the facility has notification of, or experiences an external disaster which may result in injuries, personnel will activate the disaster plan.
- B. **General Instructions**
 - 1. Only personnel with official business will be admitted to the facility during a disaster situation.
 - 2. Police personnel will be utilized as necessary for traffic control and to assist in an orderly manner with admissions and discharge of victims as indicated.
 - 3. Relatives may obtain information concerning victims from the Dispensary Manager.
- C. **Plan of Action**
 - 1. The person discovering or notified of actual or impending disaster will notify the administrator or person designated in charge. Indicate if possible:
 - 2.
 - a. Type of disaster.
 - b. Potential impact on the staff.

- c. Instructions already received from police or emergency person.
- 3. The administrator, or person designated in charge, will initiate the disaster plan, and initiate order to call for emergency back up transport vehicles if damage to the building or patient removal is eminent.
- 4. The switchboard operator will screen all telephone calls, relaying messages to appropriate personnel.
- 5. The Dispensary Manager will be responsible for identifying all patients and family in the facility at the time of the disaster and for calling 911.
- 6. The maintenance supervisor is responsible for maintaining proper functioning of all equipment and/or correction of any malfunction of equipment (i.e., generator) and assists in providing entrance and exit emergency medical personnel and patients.

SECTION 4 BOMB THREAT

I. Questions to ask the caller:

- A. Who is calling?
- B. Where is the bomb right now?
- C. What does the bomb look like?
- D. When is the bomb going to explode?
- E. Why are you trying to harm others?

II. What to do:

- A. Keep the caller talking.
- B. Attract the attention of a nearby person to call the Police Department.
- C. Secure the facility from unauthorized persons.
- D. Notify the Security Staff and Chief Operating Officer.

III. Quick search:

- A. Initiate a thorough search.
- B. Check the following:
 - 1. Closets
 - 2. Cupboard
 - 3. Toilet Tanks
 - 4. Lockers
 - 5. Storage Rooms

IV. Check all rooms accessible to the public:

- A. Public Rest Rooms
- B. Utility Area

V. **Security Staff shall be responsible for:**

- A. Emergency Power Room

VI. **Search outside grounds:**

- A. Parking Lot
- B. Shrubbery
- C. Roof

VII. **If "suspected object" is found:**

- A. Do not activate the fire alarm system.
- B. Evacuate all persons to a safe area; a minimum of three walls in each direction away from the device.

VIII. **Secure the facility:**

- A. Remove the patients, personal caregivers and visitors from hallways.
- B. Close all doors leading into the hallway.
- C. Close all fire and/or smoke barrier doors. This will provide protection from the force of any explosion.

D. DO NOT TOUCH OR MOVE THE OBJECT!!!

- E. If evacuation is initiated:** The decision to evacuate is the responsibility of the Chief Operating Officer.

IX. **Re-entry into the facility:** Do not allow re-entry into the facility until authorized.

SECTION 5 FLOODING

I. Causes of flooding:

- A. Broken water main.
- B. Broken dam or reservoir
- C. Excessive rain

II. At time of flooding situation:

- A. Shut off all utilities.
- B. Notify:
 - 1. Chief Operating Officer
 - 2. Fire Department (911)
 - 3. Police Department (911)
 - 4. Plymouth DPW Water Department. Telephone number: 508-830-4162 ext. 138 Mashpee DPW Telephone number: 508-539-1420

III. Provide:

- A. Blankets
- B. Snacks
- C. Make every effort to provide for evacuee's needs.

IV. Evacuation:

- A. Flooding usually requires moving persons to another location at a higher elevation.
- B. Secure the facility and leave the building if it becomes necessary.
- C. Administrator shall make the determination of when to evacuate from an unsafe to a safe area.

Evacuation should only be attempted when you are certain the area chosen for the evacuees is safer than the area you are leaving.

SECTION 6

WINDSTORM/TORNADO

I. If a windstorm / tornado should occur:

- A. Move all persons inside to a safe location. Interior corridors and bathrooms without windows are the safest areas in a facility.
- B. Keep radio and/or TV on. (Listen for weather advisories.)
- C. Grab flashlights if readily available.
- D. Remember, fires during windstorms are extremely dangerous.

II. Evacuation:

- A. Evacuation during windstorms should not usually be attempted.
- B. Chief Operating Officer shall make the determination of when to evacuate from an unsafe to a safe area.
- C. Evacuation should only be attempted when you are certain the area chosen for evacuees is safer than the area you are leaving.

SECTION 7 EARTHQUAKE

I. If inside:

- A. Stay there.
- B. Move away from windows.
- C. Watch for falling objects.
- D. Get under strong object (table, desk).
- E. Do not stand in doorway.

II. If outside:

- A. Stay there.
- B. Get away from buildings, overhangs and electrical power lines.

SECTION 8 BIOTERRORISM

I. POLICY STATEMENT:

It is the purpose of the Company to provide a tool for a practical and realistic response to a known or suspected bioterrorist event. The goal of this policy is to establish guidelines for a rational and rapid response regarding the planning for and care of casualties of biological agents used as weapons of mass destruction.

II. PROCEDURE:

A. Definitions:

1. Terrorism – A violent act or an act dangerous to human life, an act intended to intimidate or coerce a government of the civilian population in regards to the furtherance of political or social objectives.
2. Weapons of Mass Destruction – Any destructive device including all that are explosive or incendiary, a poisonous gas, bomb, grenade, rocket or missile, any weapon involving a disease organism, any weapon designed to release radiation at levels harmful to human life.
3. Bioterrorism – The intentional use of biological agents as weapons to kill or injure humans, animals or plants. Biological toxins are organisms that cause disease or disrupt physiological activity. Biological agents may be used as liquid droplets, aerosols, or dry powders.

B. Recommendations for Any Suspected or Real Bioterrorism Event:

1. If a bioterrorism event is suspected, the Company's Emergency Disaster Telephone call list should be initiated.
2. Designees will determine and organize immediate response and will coordinate/conduct appropriate internal

and external notification.

C. Guidelines: Contain, Control, and Prevent Further Exposures to Other Patients, Staff, Visitors, and Families:

1. Careful but rapid medical evaluation/treatment is our first priority.
2. Biological agents are generally not transmitted from person to person; thus, re-aerosolization of these agents is unlikely.
3. Hands should be washed after contact with all body fluids, secretions, excretions, non-intact skin (including rashes), and mucous membranes whether or not gloves are worn.

D. Cleaning, Disinfection, and Sterilization of Equipment and Environment:

1. Routine Company policies and procedures for the cleaning and disinfecting of environmental surfaces, cultivation and processing equipment should be followed. This should be coordinated through one of the co-Directors of Cultivation and Processing .
2. Facility approved germicidal cleaning agents should be available in cultivation and processing areas to use for cleaning spills of contaminated material and disinfecting non-critical equipment.

E. Handling of Suspicious Packages or Envelopes:

1. If a package or envelope appears suspicious, DO NOT OPEN IT.
2. Do not shake or empty the contents of any suspicious package or envelope.
3. Do not carry the package or envelope, show it to others or allow others to examine it.

4. Put the package or envelope in a biohazard bag, on a stable surface; do not sniff, touch, taste, or look closely at it or at any contents which may have spilled.
5. Alert others in the area about the suspicious package or envelope. Leave the area, close any doors, and take action to prevent others from entering the area. If possible, shut off the ventilation system.
6. WASH hands with soap and water to prevent spreading potentially infectious material to face or skin.
7. Seek additional instructions for exposed or potentially exposed persons.
8. Notify supervisor immediately.

SECTION 9 CIVIL DISTURBANCE

I. GENERAL

Any person who becomes aware of a civil disturbance or the likelihood of a civil disturbance at/or within the Company must, as soon as possible notify their supervisor and Security Staff.

Where a civil disturbance immediately threatens a particular building or area and security staff are not present, staff in that building should if safe, consider any or all of the following actions to protect themselves and the Company.

- A. Close and lock all external doors – considering need for emergency systems.
- B. Make special arrangements for any patients, personal caregivers or visitors to leave the premises.
- C. Secure essential or confidential records, consider backing up important computer files and lock away disks, files and papers.
- D. Ensure that all offices and non-public areas are locked or sealed off.
- E. Ensure someone knows where you are.
- F. Avoid physical conflict with persons even if provoked.
- G. Follow verbal instructions of building security staff and/or police.
- H. Consider evacuation if your safety is at risk.

Where possible continue to provide security with updates on what is actually occurring at the location (how many people involved, what activities are they engaging in, etc.).

II. SECURITY/ EMERGENCY RESPONSE

- A. The Company's security staff will provide detailed information regarding the matter and in most instances initiate an immediate operational security response to the location in accordance with security training and standard operating procedures.
- B. Where a civil disturbance is considered anything other than minor, the staff member will advise their supervisor who will assess the information and initiate an appropriate security response.
- C. If the disturbance is considered serious and/or may be likely to escalate, the security staff will determine an operational action plan to deal with the situation. Where necessary the services of police may be requested.

EMERGENCY PHONE NUMBERS

<i>AGENCY</i>	<i>PHONE NUMBER</i>
<i>PLYMOUTH FIRE DEPARTMENT MASHPEE FIRE DEPARTMENT</i>	508-830-4213 508-539-1454
<i>PLYMOUTH POLICE MASHPEE POLICE</i>	508-830-4218 508-539-1480
<i>STATE POLICE</i>	508-820-2300
<i>F.B.I.</i>	617-742-5533
<i>BOMB SQUAD</i>	1-800-225-5324
<i>POISON CONTROL</i>	1-800-222-1222
<i>PLYMOUTH ELECTRIC COMPANY MASHPEE ELECRCIC COMPANY (EVERSOURCE)</i>	<i>1-800-592-2000</i>
<i>PLYMOUTH GAS COMPANY MASHPEE GAS COMPANY (EVERSOURCE)</i>	<i>1-800-592-2000</i>
<i>PLYMOUTH DPW WATER DEPT. MASHPEE DPW</i>	508-830-4162 EXT. 138 508-539-1420

Emergency Preparedness Acknowledgment

The undersigned has read this Policy and Procedure, understands its content, has had all questions regarding the Policy and Procedure answered to his/her satisfaction and agrees to the terms of this Policy and Procedure as the same may be amended from time to time.

The undersigned agrees it is a condition of employment/association with Triple M to comply fully with this Policy and Procedure.

Signature: _____

Print Name: _____

Date: _____

Qualifications and Training for Applicant MRN282350

All personnel receive job-specific training prior to performing job functions and, on an annual basis, 8 hours of ongoing training hereafter. The training includes review of standard operating policies and procedures applicable to each position, in-service training with department directors, hands-on training and training on individual personnel issues. In addition, all owners, managers and employees must complete the Responsible Vendor Program when available, and for every new hire thereafter, within 90 days of being hired. Responsible Vendor Program documentation must be retained for four (4) years; all other personnel training shall be retained for a period of three (3) years post-termination. The following are descriptions of the qualifications for each category of personnel at the adult-use Recreational Dispensary:

Position	Duties	Qualifications
Chief Executive Officer	Has general charge, control and supervision of the business and affairs of the Company and reports to the Board of Directors.	Over 20 years experience of running and managing a business, with demonstrated leadership capabilities.
Chief Operating Officer	Oversees the day-to-day operations of the Company, creates operations strategies and policies, and oversees human resource management. Reports to the CEO.	Over 20 years experience of operational management of a business or non-profit, with demonstrated leadership capabilities.
Director of Security and Anti-Diversion	Creates and implements the Company's security plan, and advises on customer and public security matters. Reports to the CEO.	Over 20 years experience in law enforcement, with demonstrated leadership capabilities.
General Counsel/Chief Compliance Officer	Monitors the Company's compliance with laws and provides legal advice on transactional and governance matters. Reports to the CEO.	Over 15 years experience providing regulatory and transactional legal services to health care providers.

<p>Director of Community Outreach</p>	<p>Acts as the liaison between the Company and Town officials to manage and address any concerns regarding operations as well as enhance community relations with the company.</p>	<p>Mashpee business leader and civic activist for several years. Serves on Boards of many non-profit and for-profit organizations. Has held many civic and community positions including several elected and appointed Mashpee positions.</p>
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Position	Duties	Qualifications
<p>Dispensary Manager</p>	<p>Manage the dispensing process and trains and manages all Dispensary Agents involved in the dispensing process. Stocks the Retail Dispensary with marijuana and stores in the Back-Up Storage Vault any product not purchased from the Recreational Dispensary at the end of business, and collects receipts from the Cashiers' stations for storage in the Cash Vault. On a daily basis, conducts the "Daily Close" to ensure that the daily sale of product balances with the inventory control system, that the receipts balance with the register receipts and that all remaining product balances to the inventory manifest and along with the receipts are placed in the Cash</p>	<ul style="list-style-type: none"> • At least 21 • Bachelor Degree • 2 plus years retail managerial experience • Excellent communication skills • Inventory experience • Proficiency in windows-based software • Demonstrated ability to lead • Understanding of accounting principles and math • Marijuana product knowledge • Excellent organization/planning skills

	Vault at the end of each business day. Reports to the COO.	
Receptionist	Registers customers, verifies identification documentation and registers visitors. Reports to the Dispensary Manager.	<ul style="list-style-type: none"> • At least 21 • HS diploma or equivalent • Outstanding customer service skills • Ability to communicate politely and appropriately in all situations • Strong computer skills
Dispensary Agents	Dispense marijuana flowers, pre-rolled cigarettes and MIPs to customers. Manages individual cash drawer and debit POS. Reports to the Dispensary Manager.	<ul style="list-style-type: none"> • At least 21 • Must demonstrate significant marijuana product knowledge • Prior retail sales experience required, with demonstrated capability to provide outstanding customer service. • Excellent communication and customer service skills • Computer operating skills • Attention to detail • Prior experience in retail cashier or sales highly valued
Security Guards	Monitor and manage at all times the safety and security of customers and Dispensary Agents and ensure the security of marijuana plants and final product and reports to the Director of Security and Anti-Diversion.	<ul style="list-style-type: none"> • At least 21 • clean criminal record • ability to handle atypical and crisis situations efficiently and effectively

		<ul style="list-style-type: none">• training and certification in First Aid, CPR and AED preferred
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QUALITY CONTROL AND TESTING PROCEDURES

FINISHED PLANT MATERIAL AND MARIJUANA PRODUCT

M3 Ventures (the Company) tests all of its Finished Plant Material and Marijuana Products by an Independent Testing Laboratory in accordance with CCC's Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products.

- *Finished Plant Material* means flowers of the female marijuana plant that have been trimmed and dried.
- *Marijuana Product* means Flower Bud, Pre-Rolled Cigarettes, Extracts (rosin, hash or kief), Concentrate (e.g. oils produced with solvent extraction methods) and MIPs.

Finished Plant Material

- (1) The Finished Plant Material for each Cultivation Batch must be tested before the Finished Plant Material can be sold as a Marijuana Product (e.g., either Flower Bud or Pre-Rolls) or before any Finished Plant Material may be used to process any other Marijuana Product (resin, concentrates, MIPs, etc.).
 - (a) Finished Plant Material intended for sale as flower and/or prerolls must be tested (and passed) for metals, pesticides, microbial contaminants and cannabinoid profile.
 - (b) Finished Plant Material intended for use in processing any other Marijuana Product must be tested (and passed) for pesticides only.
- (2) If the Finished Plant Material passes "All Uses" for metal, pesticide and microbial contaminant limits, then the Finished Plant Material may be sold as Marijuana Product (e.g., Flower Bud or Pre-Rolls) and may be used to process other Final Marijuana Product (Concentrates, MIPs).
- (3) If the Finished Plant Material fails pesticide contaminant testing then follow the "Procedure for Product That Can't Be Remediated" (below).
- (4) If the Finished Plant Material passes pesticide contaminant testing, but fails biological or metal contaminant testing, then:
 - a. Finished Plant Material may be submitted for one re-test to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.
 - b. If the re-test indicates the Finished Plant Material passes contaminant testing, then the Finished Plant Material may be sold as Marijuana Product.

- c. If the re-test of Finished Plant Material confirms a fail on contaminants then the Finished Plant Material cannot be sold but must be processed into a different product to remove the contaminants and then submitted for testing once processed.

Concentrates and Extracts

- (1) All Concentrates and Extracts intended for sale as Marijuana Products must be further tested for metals and residual solvents, if solvents were used in their production, as well as microbial contaminants.
- (2) If any Concentrates/Extracts fail any contaminant testing then,
 - a. Concentrates/Extracts may be submitted for one re-test to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.
 - b. If the re-test indicates the Concentrates/Extracts passes contaminant testing, then the Concentrates/Extract may be sold.
 - c. If the re-test of Concentrates/Extracts confirms a fail on contaminants, then the Concentrates/Extracts can be remediated and submitted for remediated testing to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.
 - d. If the test of the remediated product indicates the Concentrates/Extracts passes contaminant testing, then the Concentrates/Extract may be sold.
 - e. If the test of the remediated product indicates that the Concentrates/Extracts continue to fail contaminant testing, then follow the “Procedure for Product That Can’t Be Remediated” (below).

Marijuana Infused Products (MIPs)

- (1) Each MIP Production Batch must be tested for biological and metal contaminants.
- (2) MIPs Production Batches need not have additional testing for pesticides and residual solvents.
- (3) If any MIPs fail any contaminant testing then,
 - f. MIPs may be submitted for one retest to an Independent Testing Laboratory other than the laboratory which provided the initial failed result.
 - g. If the re-test indicates the MIPs passes contaminant testing, then the MIPs may be sold.
 - h. If the re-test of MIPs confirms a fail on contaminants, then the MIPs can be remediated and submitted for remediated testing to the same Independent

Testing Laboratory that produced the initial failed testing result prior to remediation.

- i. If the test of the remediated product indicates the MIPs passes contaminant testing, then the MIPs may be sold.
- j. If the test of the remediated product indicates that the MIPs continue to fail contaminant testing, then follow the “Procedure for Product That Can’t Be Remediated” (below).

Procedure for Product That Can’t be Remediated

If the Finished Plant Material or Marijuana Product cannot be remediated (fails for pesticides or fails after remediation), then the Company shall notify the CCC within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and the Company shall disposing of the Finished Plant Material or Marijuana Product in accordance with its Waste Disposal Policy. The notification will include a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

Validity of Tests

The Company maintain the results of all testing for no less than one year. Testing results shall be valid for a period of one year. Marijuana or Marijuana Products with testing dates in excess of one year shall be deemed expired and may not be dispensed, sold, transferred or otherwise conveyed until retested.

Excess Marijuana

The Company contractually ensures that the Independent Testing Laboratory returning any excess Marijuana to the Company for disposal or the Independent Testing Laboratory disposing of it directly in accordance with the CCC’s regulations regarding disposal of waste.

ENVIRONMENTAL MEDIA LABORATORY TESTING

The Company tests all environmental media (e.g., soils, solid growing media, and water) in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the CCC.

All soils and solid growing media must be sampled and analyzed 1) initially prior to use for cultivation of medical marijuana, and 2) at least annually, and within the quarter if amended. Specifically: All source soils or solids must be sampled and analyzed prior to use in cultivation

and whenever new soils or solids are received from a different source. Solid materials used in alternative, non-soil cultivation approaches such as hydroponics including but not limited to clay, rock wool, and vermiculite or other non-soil enhancements must be sampled and analyzed prior to being used for cultivation of medical marijuana and whenever received from a different source. All cultivation soils used in beds or containers to actively cultivate marijuana must be sampled and analyzed annually. In cases where cultivation soils (or other solid growing media) are amended with additional solid materials (excluding water and nutrient fertilizers), sampling and analysis in the quarter during which the soil was amended is required.

Water derived from a PWS and used in soil or solid growing media cultivation of medical marijuana is exempted from sampling and analysis requirements. If the water is derived from a PWS, the public records of the analysis retained by the Company and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis. Water derived from non-PWS sources must be sampled and analyzed prior to use for cultivation of medical marijuana and quarterly thereafter. All water, regardless of source, used in hydroponic cultivation approaches must be sampled and analyzed prior to use for cultivation for medical marijuana and quarterly thereafter, at a minimum.

GENERAL REQUIREMENTS PERTAINING TO QUALITY CONTROL AND TESTING PROCEDURES

The retailer is not a cultivator, product manufacturer, microbusiness or craft marijuana cooperative, as a result, 935 CMR 500.105(3) is inapplicable.

None of the product dispensers come into direct contact with marijuana as the product is all pre-packaged; however, if they did, they would be subject to the requirements for food handlers. All agents conform to sanitary practices including maintaining adequate personal cleanliness and washing hands before coming on to a shift, after a break, after using the bathroom or any other time their hands become soiled. The handwashing facilities are located in the bathroom and the break room; there is no production area at the retail store.

The only equipment on site are the computer system, a scale, printers, computers, telephones, fridge and microwave and there is sufficient space for this equipment for the maintenance of sanitary operations.

Non-cannabis litter and waste is removed from the facility each day and cannabis litter is maintained in a sealed container and removed on a weekly basis so as to minimize the development of odor and the potential for the waste attracting and harboring pests.

Floors, walls and ceilings were constructed in such a manner that they can be adequately kept clean and in good repair.

All contact surfaces are cleaned on a daily basis and sanitized as frequently as necessary to protect against contamination.

All toxic items are identified, held and stored in the janitor's closet or under the sink in the break room and never come into contact with marijuana to pose a threat of contamination.

Water supply is sufficient to support the break room and the bathroom. There is no other need for water supply.

Plumbing is of adequate size and design to maintain sufficient quantities of water to the sink in the break room and the bathroom; there is no other need for water supply.

There is a bathroom for the employees to use; there are only 5 employees.

All product transferred from Plymouth to Mashpee (there are no other transfers of product to Mashpee) are pre-packaged in sealed plastic bags, stored in a container that is tamper evident. The vehicle transporting the product has adequate ventilation and cooling systems to that there are no physical, chemical or microbial contamination in the 30-45 minute drive between the facilities.

No cannabis product is sold or otherwise marketed for adult use or medical sales that has not been tested by an Independent Testing Laboratory and all such product has passed all required tests.

The Company will notify the CCC within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

RECORD KEEPING PROCEDURES

General

All records are maintained in either electronic or paper format. If in paper format, the records will remain in a locked cabinet with access to such records by Dispensary Agents who have a need to access or create such records in accordance with their job function. If in electronic format, access to such records are protected by a password that will be available only to Dispensary Agents who have a need to access or create such records in accordance with their job function. All electronic records are backed-up on a server that is maintained off site.

M3 Ventures (the Company) makes its records available for inspection by CCC, upon request. In addition to the specific record retention requirements noted below, in the event of the closure of the Company, all records shall be maintained for at least two (2) years in a form and location acceptable to CCC.

Personnel Records

The Company shall maintain personnel records for at least 3 years after termination of the individual's affiliation with the Company. The Company maintains the following personnel records for each Dispensary Agent:

1. Job description for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.
2. Personnel record for each Dispensary Agent to include the following:
 - (a) Full name, address and telephone details of each Dispensary Agent.
 - (b) A copy of the application (and all supporting materials) that the Company submitted to CCC on behalf of the prospective Dispensary Agent to become a Registered Agent;
 - (c) Documentation of verification of references;
 - (d) The job description or employment (or independent contractor) contract that includes duties, authority, responsibilities, qualifications, and supervision;
 - (e) 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 as well as the training materials provided;
 - (f) Documentation of periodic performance evaluations;
 - (g) Record of any disciplinary action taken; and

- (h) Documentation regarding completed responsible vendor training, once implemented by the CCC, to be retained for four (4) years;
 - (i) Documentation of annual eight-hour related duty training.
3. All CORI reports obtained in connection with the registration of each Dispensary Agent (to be kept separate from the general personnel files of each Dispensary Agent).
 4. All results of new and on-going Dispensary Agent background information checks.

Business Records

The Company maintains manual and/or computerized records of the following:

1. Staffing Plan;
2. List of all board members and executives of the Company (which shall be provided upon request by any individual);
3. Training materials for Dispensary Agents based on job description;
4. Inventory records, including seed-to-sale tracking records for all marijuana and Final Marijuana Products created and maintained in accordance with the Company's Inventory Policies and Procedures for a period of two (2) years;
5. Pricing lists of its Final Marijuana Product for a period of two (2) years;
6. Financial records are kept in accordance with general accounting principles and include the following:
 - a. Assets and liabilities, for a period of six (6) years;
 - b. Copies of the most recent third party financial audit for a period of six (6) years;
 - c. Monetary transactions, for a period of four (4) years;
 - d. Books of accounts, which include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers, for a period of six (6) years;
 - e. Sales records that (a) for Medical Marijuana sales indicates the name of the Patient or Personal Caregiver to whom marijuana and MIPs have been dispensed, including the quantity, form, and cost, and (b) for Adult Use Marijuana sales indicates quantity, form and cost of marijuana products, each for a period of for a period of four (4) years;
 - f. Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the Company, including members of the Company as a

non-profit corporation (if any) while the individual is affiliated with the Company and for a period of three (3) years thereafter;

7. Waste Logbook entries created pursuant to the Waste Disposal Policy and Procedure for two (2) years;
8. The Company's Operations Manual, Staff Member Handbook, standard operating procedures and personnel policies and procedures and former versions of the same will be maintained for a period for a period of two (2) years;
9. Governing Documents of the Company, as amended, including Articles of Organization, Bylaws, and minutes of meetings of the Company;
10. Results from testing for Environmental Media and Final Product Testing for one (1) year;
11. Laboratory Manifests, Returning Laboratory Manifests, and Transfer Manifests for one (1) year;
12. All records pertaining to Patients will be maintained by the Company for a period of two (2) years after the last transaction between the Patient and the Company; and
13. All documentation related to an incident that is reportable in accordance with the Company's Incident Reporting Policy and Procedure for at least one (1) year.

The Company will provide to any individual upon request, the names of all board members, executives and members of the Company as a non-profit corporation (if any).

Restricting Access to Age 21 and Older for Applicant MRN282350

No one under the age of 21 shall be permitted entry to the Applicant's co-located Retail Dispensary; provided, however, that a marijuana for medical use registered patient who is at least 18 but younger than 21 may access the Registered Marijuana Dispensary upon proof of his/her patient registration card issued by DPH or the CCC as well as proof of identification; and provided further that a marijuana for medical use registered patient who is younger than 18 may access the Registered Marijuana Dispensary only if he/she can provide proof his his/her patient registration card issued by DPH or the CCC and only while accompanied by a personal caregiver who is at least 18 years old who can produce a personal caregiver registration card issued by DPH or the CCC as well as proof of identification. The Applicant will use an identification scanner to ensure that the government-issued photo identification provided is valid.

Separating Adult Use from Medical Operations for Applicant MRN282350

The Applicant is co-locating its Registered Marijuana Retail Dispensary with its adult use Marijuana Retailer operations. The Applicant will separate the two operations physically in the Retail Dispensary as well as at the point of sale. The interior of the Retail Dispensary will have 13 transaction stations: 3 of which will be designated as only for medical patients; the remaining 10 will be able to be accessed by adult use customers, or if the medical patient so chooses, by medical patients as well. The 3 medical-only transaction stations will be separated from non-medical transaction stations by a semi permanent stanchion and separate designated waiting lines. The Applicant intends to accommodate this larger transactional area by expanding the existing building that it currently uses for medical sales.

The Applicant has a separate room located adjacent to the sales floor that allows for confidential patient consultation.

The Applicant will sell the exact same medical marijuana flower products to its medical patients and recreational customers. With respect to marijuana infused products, the Applicant intends to primarily provide the same category of product for both its medical patients and adult use customers. However, there may be some categories of product which will only be sold to medical patients because they contain a higher TAC level than permitted by law for recreational sale (e.g., an MIP with individual serving in excess of 5 mgs THC). The Applicant's entire inventory will be allocated to either Adult Use or Medical, as appropriate based on the product.

The inventory is virtually separated in Metrc and the Applicant's seed-to-sale software. The seed-to-sale software and Metrc only permit sales within the appropriate license – as a result, if a sales person is “logged in” under the adult use license, then only inventory that is barcoded as adult use will be recognized by the seed-to-sale software; no barcode on a medical product in such a circumstance will be recognized. Similarly, if a sales person is “logged in” under the medical license, then only the inventory that is barcoded as medical will be recognized by the seed-to-sale software. In addition to virtual separation, the medical product will be stored solely in the drawers that are at the medical-only transaction stations and the adult use product will be stored solely in the drawers that are designated as adult use. If a medical patient wishes to receive services at an adult use transaction counter, the sales person will need to log out of the adult use license and log in under the medical license and will need to retrieve product from the medical only transaction drawers. The Limited Access Area storage vault will be separated into Medical and Adult use and the inventory will be stored in the designated area. Recreational customers will only be able to purchase up to 1 ounce of flower or 5 grams of concentrate per person per day. Medical marijuana patients will continue to be able to purchase up to 10 ounces of marijuana (or dry weight equivalent) over a 60 day period. The Applicant will allocate the adult use tax of 20% to recreational sales and will report/pay the same to the Commonwealth.

Because the Applicant has been dispensing adult use for less than 6 months, it will reserve 35% of its marijuana products for medical sales. After 6 months of adult use dispensing, it shall reserve marijuana products for patient supply, unless unreasonably impracticable, that reflect the actual types and strains of marijuana products documented during the previous 6 months. In the event that a substitution must be made, the substitution shall reflect the type and strain no longer available at the Applicant as closely as possible.

The Applicant will perform weekly audits of patient supply of medical marijuana available with the Applicant and shall retain those records for a period of 6 months. Quarterly, the Applicant shall submit to the CCC an inventory plan to reserve a sufficient quantity and variety of marijuana for registered patients. On a bi-annual basis, the Applicant will also provide to the CCC accurate sales data collected during the prior 6 months for the purpose of ensuring an adequate supply of medical marijuana. The Applicant may transfer marijuana products reserved for medical use to adult use within a reasonable period of time prior to the date of expiration provided that the product does not pose a risk to health or safety. On each occasion that the reserved patient supply is exhausted, and a reasonable substitution cannot be made, the Applicant will submit a report to the CCC.

Plan for a Positive Impact on Disproportionate Impact Communities (Positive Impact Plan) for Applicant MRN28350:

The Applicant's adult use Marijuana Retailer location in Mashpee is not located in one of the 29 communities listed by the Cannabis Control Commission as a designated area of disproportionate impact. However, there are several towns that are "areas of disproportionate impact" that the Cannabis Control Commission ("CCC") has identified that surround Mashpee, such as Wareham (which is of closest proximity to Mashpee), as well as Abington, Braintree, Brockton and Taunton (collectively, "Neighboring Communities").

The Applicant's Positive Impact Plan is as follows:

Goals

The goals of the Applicant's Positive Impact Plan include the following:

1. Reducing barriers to entry for residents of Neighboring Communities in the commercial adult-use cannabis industry; and
2. Providing financial assistance towards endeavors in the Neighboring Communities that will have a positive impact on the community as a whole.

Impact Plan Programs

1. **Hiring Preference to Individuals Residing in the Neighboring Communities:**

Within fourteen (14) days after receiving a provisional license from the CCC, the Applicant will post on its website and advertise in the Wicked Local publications from each of the Neighboring Communities an invitation to candidates who are past or present residents in the Neighboring Communities to a job fair to explore the full range of career opportunities with the Applicant ("Job Fair"). The Job Fair will be hosted at Mashpee TV, located at 168 Industrial Drive, Mashpee, MA 02649.

Within forty five (45) days of receiving a provisional license from the CCC, the Applicant will host the Job Fair (solely for past or present residents from the Neighboring Communities in connection with its anticipated increase in hiring needs for the Applicant's Mashpee adult use Marijuana Retailer license). The Applicant will give hiring preference to qualified applicants from the Neighboring Communities.

The Applicant will host additional Job Fairs to support its Positive Impact Plan within 30 days after receiving a final license from the CCC and every 6 months thereafter (so, in other words, twice each calendar year once final licensure has been obtained), and will similarly post the notice of the Job Fair on its website and advertise in the Wicked Local publications the time and location of the Job Fair at least 21 days prior to the occurrence of each subsequent job fair.

2. Donating money to initiatives with goals to improve in one of the Neighboring Communities

Within 6 months following its approval to commence adult use operations, the Applicant will donate \$15,000 to the Wareham Area Committee for the Homeless Turning Point Program and \$15,000 to the Evergreen House. These donations will re-occur on an annual basis for as long as the Applicant maintains its Adult Use Marijuana Establishment license for Mashpee.

Turning Point

The Applicant's \$15,000 donation to Turning Point, which will occur within 6 months following its approval to commence adult use operations and will re-occur on an annual basis, will be used to support Turning Point's Client Rental Assistance program, and more specifically to help provide aid to individuals such as the elderly with chronic health issues, those with mental health and/or substance abuse issues, as well as implementing other actions to help prevent homelessness.

Please see attached a letter confirming Turning Point's agreement with the Applicant's donation.

By way of background: Incorporated in 2002, the Wareham Area Committee for the Homeless opened the Turning Point day resource center at the Church of the Nazarene (located at 6 Rogers Avenue in Wareham) with the following mission statement:

WACH is a 501(c)(3) nonprofit, nonsectarian, volunteer, community-based organization whose goal is to empower those challenged with the issues of homelessness and near homelessness by providing confidential, supportive, and educational services.

Turning Point provides the following services:

- utility and rental assistance
- use of telephones and a temporary mailing address
- housing and employment information
- referrals to emergency shelters, clothing sources, and agencies that can meet other specific client needs
- emergency food supplies
- other forms of assistance as required to address client needs

Wareham Evergreen House

The Applicant's \$15,000 donation to the Evergreen House, which will occur within 6 months following its approval to commence adult use operations and will re-occur on an annual basis, will be used to support and provide housing to local individuals who have been adversely impacted by alcohol and substance abuse. In addition, a portion of the donation will be used to fund a program which will provide transportation for Evergreen House's clients to important community resources.

Please see attached a letter confirming Evergreen House's agreement with the Applicant's donation.

By way of background: Evergreen House is a non-profit, sober, congregate living residence in Wareham for recovering alcoholics and substance abusers seeking an environment that will help them to continue in recovery. Since opening its doors in 1998, Evergreen House has served the needs of more than 1,500 homeless recovering men overcome their addictions and/or chemical dependency.

The mission of Evergreen House is to support the reintegration of the recovering male alcoholic or substance abuser back into society, thereby helping to restore the family unit, increase community health, and the health of society.

Impact Plan Measurements

At the end of each Measuring Period (which is defined for the first year, from that date of the Applicant's receipt of its provisional Mashpee Adult Use Marijuana Establishment license up through the third month prior to license renewal, and for every year thereafter from the date that is three months prior to license renewal through the twelve month period thereafter), the Applicant will review and analyze the effectiveness of its Impact Plan Programs as it relates to its Goals and will compile documentation that supports its analysis. From that review and analysis, it will determine what changes should be made for the subsequent license renewal year in terms of new Goals and new Impact Plan Programs. Specifically, the Applicant will review the following:

1. Number of employees hired, retained, or promoted that came from Neighboring Communities, with the goal that Applicant's workforce that will be hired to staff the Mashpee Adult Use Establishment will be comprised of 20% of individuals from Neighboring Communities. The Applicant arrived at this percentage based on a review of a number of factors including (a) predicting an increase of 40 employees; (b) unemployment rates in the Neighboring Communities (please see attached a table regarding the unemployment rates) and (c) proximity to Mashpee.
2. Financial data showing that donations that were promised to be made by the Applicant to the Evergreen House and Turning Point were in fact made within 6 months following the commencement of the Applicant's Mashpee Adult Use Marijuana Establishment and feedback from those charities as to success of implementation of programs based on the funds donated.

The Applicant acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



9 Collins Avenue
Plymouth, MA 02360

June 10, 2019

Jennifer Costa, Director
Wareham Area Committee for the Homeless (*Turning Point*)
6 Rogers Avenue
Wareham, MA 02571

Re: Contribution

Dear Jennifer

As you and I have discussed, M3 Ventures, Inc. (d/b/a Triple M) is a registered medical marijuana dispensary with a retail location at 9 Collins Avenue, Plymouth, MA 02360 ("Plymouth Store"). Triple M is in the process of applying for an adult use "recreational" marijuana establishment to be operated at its Plymouth Store.

As part of Triple M's Positive Impact Plan for Warcham (*which the Cannabis Control Commission has identified as a disproportionately impacted area*), Triple M would like to commit to a donation of Fifteen Thousand Dollars (\$15,000) to WACH/Turning Point. It is Triple M's understanding that your organization will use Triple M's donation to offer support through your Client Rental Assistance program and more specifically to help provide aide to individuals such as the elderly with chronic health issues, those with mental health and/or substance abuse issues, as well as implementing other actions to help prevent homelessness. Triple M commits to pay the donation in one lump sum payment within six (6) months after its Plymouth Store has opened for adult use marijuana sales.

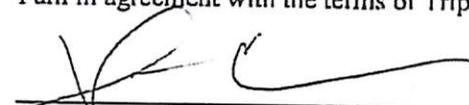
If you are in agreement with Triple M's proposed donation, kindly sign where indicated below.

Sincerely,

James Vaccaro

James Vaccaro
Member of the Board of Directors

I am in agreement with the terms of Triple M's proposed donation as outlined in this Letter.


Jennifer Costa

Date: 6/17/2019

9 Collins Avenue
Plymouth, MA 02360

June 10, 2019

Peter McCarthy, Director
Evergreen House, Inc
2875 Cranberry Highway
Wareham, MA 02538

Re: Contribution

Dear Peter:

As you and I have discussed, M3 Ventures, Inc. (d/b/a Triple M) is a registered medical marijuana dispensary with a retail location at 9 Collins Avenue, Plymouth MA 02360 ("Plymouth Store"). Triple M is in the process of applying for an adult use "recreational" marijuana establishment to be operated at its Plymouth Store.

As part of Triple M's Positive Impact Plan for Wareham (*which the Cannabis Control Commission has identified as a disproportionately impacted area*), Triple M would like to commit to a donation of Fifteen Thousand Dollars (\$15,000) to Evergreen House, Inc. It is Triple M's understanding that your organization will use Triple M's donation to offer support and housing to local individuals who have been adversely impacted by alcohol and substance abuse. We further understand and a good portion of this grant will be used to fund a program which will provide transportation for your clients to important community resources. Triple M commits to pay the donation in one lump sum payment within six (6) months after its Plymouth Store has opened for adult use marijuana sales.

If you are in agreement with Triple M's proposed donation, kindly sign where indicated below.

Sincerely,

James Vaccaro
Member of the Board of Directors

I am in agreement with the terms of Triple M's proposed donation as outlined in this Letter.



Peter McCarthy

Date: 6/13/2019