



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR282743  
Original Issued Date: 07/31/2020  
Issued Date: 07/31/2020  
Expiration Date: 07/31/2021

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Metro Harvest, Inc.

Phone Number: 508-326-4896 Email Address: stevelabelle@comcast.net

Business Address 1: 292 Bedford St.

Business Address 2:

Business City: Bridgewater

Business State: MA

Business Zip Code: 02324

Mailing Address 1: 292 Bedford St.

Mailing Address 2:

Mailing City: Bridgewater

Mailing State: MA

Mailing Zip Code: 02324

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50

Percentage Of Control: 48

Role: Executive / Officer

Other Role:

First Name: Stephen

Last Name: LaBelle

Suffix:

Gender: Male User Defined Gender:

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

Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 50 Percentage Of Control: 47

Role: Executive / Officer Other Role:

First Name: Thomas Last Name: Gosselin 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: 5

Role: Executive / Officer Other Role:

First Name: Jill Last Name: Stucchie 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:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Stephen Last Name: LaBelle Suffix:

Types of Capital: Monetary/ Equity	Other Type of Capital:	Total Value of the Capital Provided:	Percentage of Initial Capital:
		\$10000000	100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1903 Fall River Ave

Establishment Address 2:

Establishment City: Seekonk Establishment Zip Code: 02771

Approximate square footage of the establishment: 3400 How many abutters does this property have?: 6

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
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning - Marijuana Retailer.pdf	pdf	5d9ba27d4e842f1b123bc1c3	10/07/2019
Certification of Host Community Agreement	Seekonk HCA Certification Form - Signed.pdf	pdf	5d9cc59e6eb01d1b28fb08aa	10/08/2019
Community Outreach Meeting Documentation	Legal Ad Published 9.13.19.png	png	5d9cd450bc90861af114c8dc	10/08/2019
Community Outreach Meeting Documentation	Seekonk Outreach gov letter dated.pdf	pdf	5d9cd499d471f115eb59a760	10/08/2019
Community Outreach Meeting Documentation	Seekonk Meeting Notice to Abutters.pdf	pdf	5d9cd4f48d8d0715f6675281	10/08/2019
Community Outreach Meeting Documentation	List of Abutters.pdf	pdf	5e618ad349038b46abf1d1e8	03/05/2020

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Plan to Positively Impact Areas of Disproportionate Impact V2 3.5.20.pdf	pdf	5e618d84e25eb94410038793	03/05/2020

### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Stephen

Last Name: LaBelle Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role:

First Name: Thomas

Last Name: Gosselin Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer

Other Role:

First Name: Jill

Last Name: Stucchie Suffix:

RMD Association: Not associated with an RMD

Date generated: 12/03/2020

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Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	MH Articles of Organization 4.10.19.pdf	pdf	5cedcb0d64ca8317f4fc96c0	05/28/2019
Bylaws	MH Bylaws 4.10.19.pdf	pdf	5cedcb1950e7af1803c1d80d	05/28/2019
Secretary of Commonwealth - Certificate of Good Standing	Good Standings Cert Metro Harvest.pdf	pdf	5d9ce2a0bc90861af114c954	10/08/2019
Department of Revenue - Certificate of Good standing	DOR Good Standing 2.27.20.pdf	pdf	5e618e42c51b0d43fad1d4de	03/05/2020

No documents uploaded

Massachusetts Business Identification Number: 001378461

Doing-Business-As Name: Metro Harvest, Inc.

DBA Registration City: Bridgewater

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	Metro Harvest Seekonk BP.pdf	pdf	5d9cee721b7a141b1db84a3b	10/08/2019
Proposed Timeline	Proposed Timeline - Retailer.pdf	pdf	5d9cef5cc99740160131dc27	10/08/2019
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	5d9cef811b7a141b1db84a45	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	5d9cf08f8d8d0715f667535e	10/08/2019
Restricting Access to age 21 and older	Plan for Restricting Access to Age 21 and Older.pdf	pdf	5d9cf0caa489aa1afc401b17	10/08/2019
Prevention of diversion	Prevention of Diversion.pdf	pdf	5d9de249d471f115eb59a966	10/09/2019
Storage of marijuana	Storage of Marijuana.pdf	pdf	5d9de282bc90861af114cb39	10/09/2019
Transportation of marijuana	Transportation of Marijuana.pdf	pdf	5d9de2c94e842f1b123bc6ec	10/09/2019
Inventory procedures	Inventory Procedures.pdf	pdf	5d9de304d471f115eb59a96a	10/09/2019
Quality control and testing	Quality Control and Testing.pdf	pdf	5d9de330c99740160131dd7e	10/09/2019
Dispensing procedures	Dispensing Procedures.pdf	pdf	5d9de35b79b12e15e03da7bf	10/09/2019
Personnel policies including	Personnel Policies Including Background	pdf	5d9de38db107e415ca910ddd	10/09/2019

background checks	Checks - Retailer.pdf			
Record Keeping procedures	Record Keeping Procedures.pdf	pdf	5d9de3b8c1702815d521bc67	10/09/2019
Maintaining of financial records	Maintaining of Financial Records.pdf	pdf	5d9de3e21b7a141b1db84ba8	10/09/2019
Qualifications and training	Qualifications and Training.pdf	pdf	5d9de4e1c99740160131dd8a	10/09/2019
Security plan	Metro Harvest Security Plan V2 3.5.20.pdf	pdf	5e61933349038b46abf1d201	03/05/2020
Diversity plan	MH_Diversity Plan V2 3.5.20.pdf	pdf	5e6198e556474b469c1119a9	03/05/2020

#### 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: 10:00 PM

Tuesday From: 10:00 AM Tuesday To: 10:00 PM

Wednesday From: 10:00 AM Wednesday To: 10:00 PM

Thursday From: 10:00 AM Thursday To: 10:00 PM

Friday From: 10:00 AM Friday To: 10:00 PM

Saturday From: 10:00 AM Saturday To: 10:00 PM

Date generated: 12/03/2020

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Sunday From: 12:00 PM      Sunday To: 10:00 PM

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

Metro Harvest (“MH”) will remain compliant at all times with the local zoning requirements as set forth by the Town of Seekonk, MA.

In compliance with 935 CMR 500.110(3), the property is not located within 500 feet of an existing public or private school providing education to children in kindergarten or grades 1 through 12.

MH has already attended several meetings with various municipal officials and boards to discuss MH’s plans for a proposed Marijuana Retailer. MH will continue to work cooperatively with various municipal departments, boards, and officials to ensure that MH as a Marijuana Retailer will remain compliant with all local laws, regulations, rules, and codes with respect to design, construction, operation, and security.

## 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, Steve LaBelle, (*insert name*) certify as an authorized representative of Metro Harvest, Inc. (*insert name of applicant*) that the applicant has executed a host community agreement with Seekonk, MA (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 9/23/2019 (*insert date*).

Steve LaBelle

Signature of Authorized Representative of Applicant

### Host Community

I, Shawn E. Cadine, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for Town of Seekonk (*insert name of host community*) to certify that the applicant and Town of Seekonk (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 9/23/19 (*insert date*).

Shawn E. Cadine

Signature of Contracting Authority or  
Authorized Representative of Host Community



## 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, Steve LaBelle, (*insert name*) attest as an authorized representative of Metro Harvest, 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 September 23, 2019.
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 September 9, 2019, 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 September 13, 2019 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 September 12, 2019, 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.

**LEGALS**

Northeast Alternative

**LEGAL NOTICE**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for September 23, 2019 from 6:00-7:30pm EST at the Clarion Providence Hotel, 940 Fall River Ave., Seekonk, MA 02771. The marijuana retailer is proposed to be located at 1903 Fall River Ave., Seekonk, MA 02771. There will be an opportunity for the public to ask questions.

09/13/2019

**FOXBORO**

**GARAGE/  
YARD SALES/  
Flea Markets**

**ROOMMATE  
WANTED**

ATTLEBORO-Share  
profess. & others, all  
priv rm, no pets, \$-  
508-254-6375, 508-98

**APARTMENT  
UNFURNISHED**

Attachment A

SEP 18 '19 11:12

# Metro Harvest

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## NOTICE OF COMMUNITY OUTREACH MEETING

TO: City Clerk, Planning Board, and Contracting Authority for the Municipality, and Local Licensing Authority for the Adult-Use of Marijuana, if applicable

WHEN: September 23, 2019, 6:00-7:30pm EST

WHERE: Clarion Providence Hotel – 940 Fall River Ave., Seekonk, MA 02771

In accordance with the provisions of the Cannabis Control Commission's final regulations (935 CMR 500.101), this meeting notice is to inform you that Metro Harvest, Inc. (MH) intends to hold a community outreach meeting for purposes of addressing the following agenda items:

- i. A proposed Retailer Marijuana Establishment to be located at 1903 Fall River Ave., Seekonk, MA 02771;
- ii. Information to demonstrate that the location will be maintained securely;
- iii. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
- iv. A plan by the Marijuana Establishment to positively impact the community;
- v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- vi. Open Q & A

**NOTICE OF COMMUNITY OUTREACH MEETING**

TO: All Abutters Within 300 Feet of 1903 Fall River Ave., Seekonk, MA 02771

WHEN: September 23, 2019, 6:00-7:30pm EST

WHERE: Clarion Providence Hotel – 940 Fall River Ave., Seekonk, MA

In accordance with the provisions of the Cannabis Control Commission's final regulations (935 CMR 500.101), this meeting notice is to inform you that Metro Harvest, Inc. (MH) intends to hold a community outreach meeting for purposes of addressing the following agenda items:

- i. A proposed Retailer Marijuana Establishment to be located at 1903 Fall River Ave., Seekonk, MA 02771;
- ii. Information to demonstrate that the location will be maintained securely;
- iii. Steps to be taken by the Marijuana Establishment to prevent diversion to minors;
- iv. A plan by the Marijuana Establishment to positively impact the community;
- v. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law; and
- vi. Open Q & A

We look forward to meeting you and answering any and all questions you may have.

Best,

*Steve LaBelle*

Steve LaBelle, CEO

Metro Harvest, Inc.

## Attachment C

Scan Type	TrackingId	Address	Status	
IMPB	92071901324734000942451418	8801 River Crossing Blvd Ste 300IndianapolisIN46240-2394	Delivered	
IMPB	92071901324734000942451425	1460 Fall River Ave Ste 11SeekonkMA02771-3737	Delivered	
IMPB	92071901324734000942451432	156 Taunton Ave Unit 71SeekonkMA02771-7703	Delivered	
IMPB	92071901324734000942451449	1898 Fall River AveSeekonkMA02771-2010	Delivered	
IMPB	92071901324734000942451456	Richard Cabral1 Vermont AveBarringtonRI02806-2219	Delivered	
IMPB	92071901324734000942451463	1900 Fall River AveSeekonkMA02771-2037	Delivered	

## **PLAN TO POSITIVELY IMPACT AREAS OF DISPROPORTIONATE IMPACT**

### **Overview**

Metro Harvest, Inc. (“Metro Harvest”) is dedicated to serving and supporting populations falling within areas of disproportionate impact, which the Commission has identified as the following:

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

To support such populations, Metro Harvest has created the following Plan to Positively Impact Areas of Disproportionate Impact (the “Plan”) and has identified and created goals/programs to positively impact past or present residents of these areas and Massachusetts residents who have past drug convictions.

### **Goals**

In order for Metro Harvest to positively impact past or present residents of disproportionate areas and Massachusetts residents who have past drug convictions, Metro Harvest has established the following goals:

1. Hiring employees from disproportionately impacted areas and Massachusetts residents who have past drug convictions. More specifically, Metro Harvest will hire employees from Fall River, New Bedford and Taunton. In addition, Metro Harvest will post online advertisements and host job fairs that clearly indicate our interest in hiring Massachusetts residents with past drug convictions.

### **Programs**

Metro Harvest has developed specific programs to effectuate its stated goals to positively impact past or present residents of disproportionate areas and Massachusetts residents who have past drug convictions. Such programs will include the following:

1. Participating in job fairs, hosted by Metro Harvest, in disproportionate areas at least twice annually to better identify qualified residents for open positions; and
2. Advertising open positions and job fairs through channels that reach residents of disproportionate areas; such advertisements will also encourage Massachusetts residents who have past drug convictions to apply.

### **Measurements**

The HR Director will administer the Plan and will be responsible for developing measurable outcomes to ensure Metro Harvest continues to meet its commitments. Such measurable outcomes, in accordance with Metro Harvest’ goals and programs described above, include:

- 10 employees hired and retained for a period of no less than six months who are residents of disproportionate areas;

- 5 employees hired and retained for a period of no less than six months who are Massachusetts residents with past drug convictions;
- A number of job fairs held in disproportionate areas, as well as the number of candidates identified through such job fairs who are residents of those areas or are Massachusetts residents with past drug convictions; and
- A number of open positions and job fairs advertised through channels that reach residents in disproportionate areas, including information regarding the types of positions advertised and the applicants received as a result of such advertisements.

Beginning upon the Commission's approval of this amended Plan, Metro Harvest will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The HR Director will review and evaluate Metro Harvest' measurable outcomes no less than twice annually to ensure that Metro Harvest is meeting its commitments. Metro Harvest is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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



**D**

# The Commonwealth of Massachusetts

William Francis Galvin

Secretary of the Commonwealth

One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization

FORM MUST BE TYPED

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

### ARTICLE I

The exact name of the corporation is:

Metro Harvest, Inc.

### ARTICLE II

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

Not Applicable

### ARTICLE III

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

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
CNP	1000			

*\*G.L. Chapter 156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

#### **ARTICLE IV**

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

Not Applicable

#### **ARTICLE V**

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

Not Applicable

#### **ARTICLE VI**

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

Not Applicable

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

## ARTICLE VII

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

Not Applicable

## ARTICLE VIII

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

- a. The street address of the initial registered office of the corporation in the commonwealth:  
292 Bedford Street, Bridgewater, Massachusetts 02324
- b. The name of its initial registered agent at its registered office:  
Stephen J. LeBelle 292 Bedford Street, Bridgewater, Massachusetts 02324
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Stephen J. LeBelle 292 Bedford Street, Bridgewater, Massachusetts 02324

Treasurer: Jill Stucchie 58 South Street, Westborough, Massachusetts 01581

Secretary: Thomas J. Gosselin 766 Madison Street, Fall River, Massachusetts 02720

Director(s): Stephen J. LeBelle 292 Bedford Street, Bridgewater, Massachusetts 02324  
Thomas J. Gosselin 766 Madison Street, Fall River, Massachusetts 02720

- d. The fiscal year end of the corporation:  
December 31
- e. A brief description of the type of business in which the corporation intends to engage:  
Marijuana Retail Dispensary for sale of marijuana to the public, both for medical and recreational use
- f. The street address of the principal office of the corporation:  
292 Bedford Street, Bridgewater, Massachusetts 02324
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:

292 Bedford Street, Bridgewater, Massachusetts 02324, which is  
(number, street, city or town, state, zip code)

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

Signed this 10th day of April, 2019 by the incorporator(s):

Signature: Steve LaBelle

Name: Stephen J. LeBelle and Thomas J. Gosselin

Address: 292 Bedford Street, Bridgewater, Massachusetts 02324

# COMMONWEALTH OF MASSACHUSETTS

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

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

I hereby certify that upon examination of these articles of organization, duly submitted to me, it appears that the provisions of the General Laws relative to the organization of corporations have been complied with, and I hereby approve said articles; and the filing fee in the amount of \$\_\_\_\_\_ having been paid, said articles are deemed to have been filed with me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, at \_\_\_\_\_ a.m./p.m.  
time

Effective date: \_\_\_\_\_  
(must be within 90 days of date submitted)

WILLIAM FRANCIS GALVIN  
Secretary of the Commonwealth

\_\_\_\_\_  
Examiner

Filing fee: \$275 for up to 275,000 shares plus \$100 for each additional 100,000 shares or any fraction thereof.

\_\_\_\_\_  
Name approval

### TO BE FILLED IN BY CORPORATION Contact Information:

\_\_\_\_\_  
C

\_\_\_\_\_  
Thomas J. Hallal, Jr.

\_\_\_\_\_  
M

\_\_\_\_\_  
209 Bedford Street, Suite 301

\_\_\_\_\_  
Fall River, MA 02720

\_\_\_\_\_  
Telephone: 508 676 1151

\_\_\_\_\_  
Email: thomashallal@tjh-law.com

Upon filing, a copy of this filing will be available at [www.sec.state.ma.us/cor](http://www.sec.state.ma.us/cor).  
If the document is rejected, a copy of the rejection sheet and rejected document will be available in the rejected queue.

**METRO HARVEST, INC.**  
**BY-LAWS**

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## **BY-LAWS OF METRO HARVEST, INC.**

### **ARTICLE 1 - Stockholders**

1.1 Place of Meetings. All meetings of stockholders shall be held within the Commonwealth of Massachusetts unless the Articles of Organization permit the holding of stockholders' meetings outside Massachusetts, in which event such meetings may be held elsewhere in the United States. Meetings of stockholders shall be held at the principal office of the corporation unless a different place is fixed by the Board of Directors or the President and stated in the notice of the meeting.

1.2 Annual Meeting. The annual meeting of stockholders shall be held on the 2<sup>nd</sup> day of January in each year (or if that be a legal holiday in the place where the meeting is to be held, on the next succeeding full business day) at 10:00 A.M., unless a different hour is fixed by the Directors or the President and stated in the notice of the meeting. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Board of Directors or the President. If no annual meeting is held in accordance with the foregoing provisions, a special meeting may be held in lieu of the annual meeting, and any action taken at that special meeting shall have the same effect as if it had been taken at the annual meeting, and in such case all references in these By-Laws to the annual meeting of stockholders shall be deemed to refer to such special meeting.

1.3 Special Meetings. Special meetings of stockholders may be called by the President or by the Board of Directors. Upon written application of one or more stockholders who are entitled to vote and who hold at least ten percent of the capital stock entitled to vote at the meeting, special meetings shall be called by the Clerk, or in the case of the death, absence, incapacity or refusal of the Clerk, by any other officer.

1.4 Notice of Meetings. A written notice of each meeting of stockholders, stating the place, date and hour thereof, and the purposes for which the meeting is to be held, shall be given by the Clerk, Assistant Clerk or other person calling the meeting at least seven days before the meeting to each stockholder entitled to vote at the meeting and to each stockholder who by law, by the Articles of Organization or by these By-Laws is entitled to such notice, by leaving such notice with him or at his residence or usual place of business, or by mailing it postage prepaid and addressed to such stockholder at his address as it appears in the records of the corporation. Whenever any notice is required to be given to a stockholder by law, by the Articles of Organization or by these By-Laws, no such notice need be given if a written waiver of notice, executed before or after the meeting by the stockholder or his authorized attorney, is filed with the records of the meeting.

1.5 Quorum. Unless the Articles of Organization otherwise provide, the holders of a majority of the number of shares of the stock issued, outstanding and entitled to vote on any matter shall constitute a quorum with respect to that matter, except that if two or more classes of stock are outstanding and entitled to vote as separate classes, then in the case of each such class a quorum shall consist of the holders of a majority of the number of shares of the stock of that class issued,

outstanding and entitled to vote. Shares owned directly or indirectly by the corporation shall not be counted in determining the total number of shares outstanding for this purpose.

1.6 Adjournments. Any meeting of stockholders may be adjourned to any other time and to any other place at which a meeting of stockholders may be held under these By-Laws by the stockholders present or represented at the meeting, although less than a quorum, or by any officer entitled to preside or to act as clerk of such meeting, if no stockholder is present. It shall not be necessary to notify any stockholder of any adjournment. Any business which could have been transacted at any meeting of the stockholders as originally called may be transacted at any adjournment of the meeting.

1.7 Voting and Proxies. Each stockholder shall have one vote for each share of stock entitled to vote held of record by such stockholder and a proportionate vote for each fractional share so held, unless otherwise provided by the Articles of Organization. Stockholders may vote either in person or by written proxy dated not more than six months before the meeting named in the proxy. Proxies shall be filed with the clerk of the meeting, or of any adjourned meeting, before being voted. Except as otherwise limited by their terms, a proxy shall entitle the persons named in the proxy to vote at any adjournment of such meeting but shall not be valid after final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them, unless at or prior to exercise of the proxy the corporation receives a specific written notice to the contrary from any one of them. A proxy purported to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise.

1.8 Action at Meeting. When a quorum is present at any meeting, the holders of a majority of the stock present or represented and voting on a matter (or if there are two or more classes of stock entitled to vote as separate classes, then in the case of each such class, the holders of a majority of the stock of that class present or represented and voting on a matter), shall decide any matter to be voted on by the stockholders, except when a larger vote is required by law, the Articles of Organization or these By-Laws. Any election by stockholders shall be determined by a plurality of the votes cast by the stockholders entitled to vote at the election. No ballot shall be required for such election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election. The corporation shall not directly or indirectly vote any share of its own stock.

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

## **ARTICLE 2 - Directors**

2.1 Powers. The business of the corporation shall be managed by a Board of Directors, who may exercise all the powers of the corporation except as otherwise provided by law, by the Articles of Organization or by these By-Laws. In the event of a vacancy in the Board of Directors, the



remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

2.2 Number, Election and Qualification. The number of Directors which shall constitute the whole Board of Directors shall be determined by vote of the stockholders or the Board of Directors but shall consist of not less than one Director. The number of Directors may be decreased at any time and from time to time either by the stockholders or by a majority of the Directors then in office, but only to eliminate vacancies existing by reason of the death, resignation, removal or expiration of the term of one or more Directors. The Directors shall be elected at the annual meeting of stockholders by such stockholders as have the right to vote on such election. No Director need be a stockholder of the corporation.

2.3 Enlargement of the Board. The number of Directors may be increased at any time and from time to time by the stockholders or by a majority of the Directors then in office.

2.4 Tenure. Each Director shall hold office until the next annual meeting of stockholders and until his successor is elected and qualified, or until his earlier death, resignation or removal.

2.5 Vacancies. Unless and until filled by the stockholders, any vacancy in the Board of Directors, however occurring, including a vacancy resulting from an enlargement of the Board, may be filled by vote of a majority of the Directors present at any meeting of Directors at which a quorum is present. Each such successor shall hold office for the unexpired term of his predecessor and until his successor is chosen and qualified or until his earlier death, resignation or removal.

2.6 Resignation. Any Director may resign by delivering his written resignation to the corporation at its principal office or to the President or Clerk. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event.

2.7 Removal. A Director may be removed from office with or without cause by vote of the holders of a majority of the shares entitled to vote in the election of Directors. However, the Director selected by the holders of a particular class or series of stock may be removed from office with or without cause only by vote of the holders of a majority of the outstanding shares of such class or series. In addition, a Director may be removed from office for cause by vote of a majority of the Directors then in office. A Director may be removed for cause only after reasonable notice and opportunity to be heard before the body proposing to remove him.

2.8 Regular Meetings. Regular meetings of the Directors may be held without call or notice at such places, within or without Massachusetts, and at such times as the Directors may from time to time determine, provided that any Director who is absent when such determination is made shall be given notice of the determination. A regular meeting of the Directors may be held without a call or notice immediately after and at the same place as the annual meeting of stockholders.

2.9 Special Meetings. Special meetings of the Directors may be held at any time and place, within or without Massachusetts, designated in a call by the Chairman of the Board, President, Treasurer, two or more Directors or by one Director in the event that there is only a single Director in office.

2.10 Meetings by Telephone Conference Calls. Directors or members of any committee designated by the Directors may participate in a meeting of the Directors or such 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.

2.11 Notice of Special Meetings. Notice of any special meeting of the Directors shall be given to each Director by the Secretary or Clerk or by the officer or one of the Directors calling the meeting. Notice shall be duly given to each Director (i) by notice given to such Director in person or by telephone at least 48 hours in advance of the meeting, (ii) by sending a telegram or telex, or by delivering written notice by hand, to his last known business or home address at least 48 hours in advance of the meeting, or (iii) by mailing written notice to his last known business or home address at least 72 hours in advance of the meeting. Notice need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior to the meeting or at its commencement the lack of notice to him. A notice or waiver of notice of a Directors' meeting need not specify the purposes of the meeting. If notice is given in person or by telephone, an affidavit of the Secretary, Clerk, officer or Director who gives such notice that the notice has been duly given shall, in the absence of fraud, be conclusive evidence that such notice was duly given.

2.12 Quorum. At any meeting of the Board of Directors, a majority of the Directors then in office shall constitute a quorum. Less than a quorum may adjourn any meeting from time to time without further notice.

2.13 Action at Meeting. At any meeting of the Board of Directors at which a quorum is present, the vote of a majority of those present shall be sufficient to take any action, unless a different vote is specified by law, by the Articles of Organization or by these By-Laws.

2.14 Action by Consent. 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 and the written consents are filed with the records of the Directors' meetings. Each such consent shall be treated for all purposes as a vote at a meeting.

2.15 Committees. The Board of Directors may, by vote of a majority of the Directors then in office, elect from their number an executive committee or other committees and may by like vote delegate to committees so elected some or all of their powers to the extent permitted by law. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Directors or in such rules, its business shall be conducted as nearly as possible in the same manner as is provided by these By-

Laws for the Directors. The Board of Directors shall have the power at any time to fill vacancies in any such committee, to change its membership or to discharge the committee.

2.16 Compensation of Directors. Directors may be paid such compensation for their services and such reimbursement for expenses of attendance at meetings as the Board of Directors may from time to time determine. No such payment shall preclude any Director from serving the corporation in any other capacity and receiving compensation therefor.

### **ARTICLE 3 - Officers**

3.1 Enumeration. The officers of the corporation shall consist of a Chief Executive Officer, , Chief Revenue Officer, Chief Operating Officer, President, a Treasurer, a Clerk and such other officers with such other titles as the Board of Directors may determine, including, but not limited to, a Chairman of the Board, a Vice Chairman of the Board, a Secretary and one or more Vice Presidents, Assistant Treasurers, Assistant Clerks and Assistant Secretaries.

3.2 Election. The President, Treasurer and Clerk shall be elected annually by the Board of Directors at their first meeting following the annual meeting of stockholders. Other officers may be chosen or appointed by the Board of Directors at such meeting or at any other meeting.

3.3 Qualification. No officer need be a director or stockholder. Any two or more offices may be held by the same person. The Clerk shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amount and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

3.4 Tenure. Except as otherwise provided by law, by the Articles of Organization or by these By-Laws, the President, Treasurer and Clerk shall hold office until the first meeting of the Directors following the next annual meeting of stockholders and until their respective successors are chosen and qualified; and all other officers shall hold office until the first meeting of the Directors following the annual meeting of stockholders, unless a different term is specified in the vote choosing or appointing them, or until his earlier death, resignation or removal.

3.5 Resignation and Removal. Any officer may resign by delivering his written resignation to the corporation at its principal office or to the President, Clerk or Secretary. Such resignation shall be effective upon receipt unless it is specified to be effective at some other time or upon the happening of some other event. Any officer may be removed at any time, with or without cause, by vote of a majority of the entire number of Directors then in office. An officer may be removed for cause only after reasonable notice and opportunity to be heard by the Board of Directors prior to action thereon. Except as the Board of Directors may otherwise determine, no officer who resigns or is removed shall have any right to any compensation as an officer for any period following his resignation or removal, or any right to damages on account of such removal, whether his compensation be by the month or the year or otherwise, unless such compensation is expressly provided in a duly authorized written agreement with the corporation.

3.6 Vacancies. The Board of Directors may fill any vacancy occurring in any office for any reason and may, in its discretion, leave unfilled for such period as it may determine any offices other than those of President, Treasurer and Clerk. Each such successor shall hold office for the unexpired term of his predecessor and until his successor is chosen and qualified, or until he sooner dies, resigns or is removed.

3.7 Chairman of the Board and Vice-Chairman of the Board. The Board of Directors may appoint a Chairman of the Board and may designate him as Chief Executive Officer. If the Board of Directors appoints a Chairman of the Board, he shall perform such duties and possess such powers as are assigned to him by the Board of Directors. If the Board of Directors appoints a Vice-Chairman of the Board, he shall, in the absence or disability of the Chairman of the Board, perform the duties and exercise the powers of the Chairman of the Board and shall perform such other duties and possess such other powers as may from time to time be vested in him by the Board of Directors.

3.8 President. The President shall, subject to the direction of the Board of Directors, have general charge and supervision of the business of the corporation. Unless otherwise provided by the Board of Directors, he shall preside at all meetings of the stockholders and, if he is a Director, at all meetings of the Board of Directors. Unless the Board of Directors has designated the Chairman of the Board or another officer as Chief Executive Officer, the President shall be the Chief Executive Officer of the corporation. The President shall perform such other duties and shall possess such other powers as the Board of Directors may from time to time prescribe.

3.9 Vice Presidents. Any Vice President shall perform such duties and possess such powers as the Board of Directors, or the President may from time to time prescribe. In the event of the absence, inability or refusal to act of the President, the Vice President(or if there shall be more than one, the Vice Presidents in the order determined by the Board of Directors) shall perform the duties of the President and when so performing shall have all the powers of and be subject to all the restrictions upon the President. The Board of Directors may assign to any Vice President the title of Executive Vice President, Senior Vice President or any other title selected by the Board of Directors.

3.10 Treasurer and Assistant Treasurers. The Treasurer shall perform such duties and shall have such powers as may from time to time be assigned to him by the Board of Directors or the President. In addition, the Treasurer shall perform such duties and have such powers as are incident to the office of treasurer, including without limitation the duty and power to keep and be responsible for all funds and securities of the corporation, to deposit funds of the corporation in depositories selected in accordance with these By-Laws, to disburse such funds as ordered by the Board of Directors, to make proper accounts of such funds, and to render as required by the Board of Directors statements of all such transactions and of the financial condition of the corporation. The Assistant Treasurers shall perform such duties and possess such powers as the Board of Directors, the President or the Treasurer may from time to time prescribe. In the event of the absence, inability or refusal to act of the Treasurer, the Assistant Treasurer (or if there shall

be more than one, the Assistant Treasurers in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Treasurer.

3.11 Clerk and Assistant Clerks. The Clerk shall perform such duties and shall possess such powers as the Board of Directors, or the President may from time to time prescribe. In addition, the Clerk shall perform such duties and have such powers as are incident to the office of the clerk, including without limitation the duty and power to give notices of all meetings of stockholders and special meetings of the Board of Directors, to attend all meetings of stockholders and the Board of Directors and keep a record of the proceedings, to maintain a stock ledger and prepare lists of stockholders and their addresses as required, to be custodian of corporate records and the corporate seal and to affix and attest to the same on documents. Any Assistant Clerk shall perform such duties and possess such powers as the Board of Directors, the President or the Clerk may from time to time prescribe. In the event of the absence, inability or refusal to act of the Clerk, the Assistant Clerk (or if there shall be more than one, the Assistant Clerks in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Clerk. In the absence of the Clerk or any Assistant Clerk at any meeting of stockholders or Directors, the person presiding at the meeting shall designate a temporary clerk to keep a record of the meeting.

3.12 Secretary and Assistant Secretaries. If a Secretary is appointed, he shall attend all meetings of the Board of Directors and shall keep a record of the meetings of the Directors. He shall, when required, notify the Directors of their meetings, and shall possess such other powers and shall perform such other duties as the Board of Directors or the President may from time to time prescribe. Any Assistant Secretary shall perform such duties and possess such powers as the Board of Directors, the President or the Secretary may from time to time prescribe. In the event of the absence, inability or refusal to act of the Secretary, the Assistant Secretary (or if there shall be more than one, the Assistant Secretaries in the order determined by the Board of Directors) shall perform the duties and exercise the powers of the Secretary.

3.13 Salaries. Officers of the corporation shall be entitled to such salaries, compensation or reimbursement as shall be fixed or allowed from time to time by the Board of Directors.

#### **ARTICLE 4 - Capital Stock**

4.1 Issue of Capital Stock. Unless otherwise voted by the stockholders, the whole or any part of any unissued balance of the authorized capital stock of the corporation or the whole or any part of the capital stock of the corporation held in its treasury may be issued or disposed of by vote of the Board of Directors, in such manner, for such consideration and on such terms as the Directors may determine.

4.2 Certificate of Stock. Each stockholder shall be entitled to a certificate of the capital stock of the corporation in such form as may be prescribed from time to time by the Directors. The certificate shall be signed by the President or a Vice President, and by the Treasurer or an Assistant Treasurer, but when a certificate is countersigned by a transfer agent or a registrar, other than a Director, officer or employee of the corporation, such signature may be a facsimile.

In case any officer who has signed or whose facsimile signature has been placed upon such certificate shall have ceased to be such officer before such certificate is issued, it may be issued by the corporation with the same effect as if he were such officer at the time of its issue. Every certificate for shares of stock which are subject to any restriction on transfer pursuant to the Articles of Organization, these By-Laws, applicable securities laws or any agreement to which the corporation is a party, shall have conspicuously noted on the face or back of the certificate either the full text of the restriction or a statement of the existence of such restrictions and a statement that the corporation will furnish a copy of the restrictions to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text of the preferences, voting powers, qualifications and special and relative rights of the shares of each class and series authorized to be issued or a statement of the existence of such preferences, powers, qualifications and rights and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

4.3 Transfers. Subject to the restrictions, if any, stated or noted on the stock certificates, shares of stock may be transferred on the books of the corporation by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment or power of attorney properly executed, and with such proof of authority or the authenticity of signature as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, by the Articles of Organization or by these By-Laws, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address and of his taxpayer identification number.

4.4 Record Date. The Board of Directors may fix in advance a time not more than 60 days preceding the date of any meeting of stockholders or the date for the payment of any dividend or the making of any distribution to stockholders or the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice of and to vote at such meeting, and any adjournment thereof, or the right to receive such dividend or distribution or the right to give such consent or dissent. In such case only stockholders of record on such record date shall have such right, notwithstanding any transfer of stock on the books of the corporation after the record date. Without fixing such record date the Directors may for any of such purposes close the transfer books for all or any part of such period. If no record date is fixed and the transfer books are not closed, the record date for determining the stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day before the day on which notice is given, and the record date for determining the stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect to such purpose.

4.5 Replacement of Certificates. In case of the alleged loss or destruction or the mutilation of a certificate of stock, a duplicate certificate may be issued in place of the lost, destroyed or mutilated certificate, upon such terms as the Directors may prescribe, including the presentation of reasonable evidence of such loss, destruction or mutilation and the giving of such indemnity as the Directors may require for the protection of the corporation or any transfer agent or registrar.

## **ARTICLE 5 - Miscellaneous Provisions**

5.1 Fiscal Year. Except as otherwise set forth in the Articles of Organization or as otherwise determined from time to time by the Board of Directors, the fiscal year of the corporation shall in each year end on December 31.

5.2 Seal. The seal of the corporation shall, subject to alteration by the Directors, bear its name, the word Massachusetts and the year of its incorporation.

5.3 Voting of Securities. Except as the Board of Directors may otherwise designate, the President or Treasurer may waive notice of, and act as, or appoint any person or persons to act as, proxy or attorney-in-fact for this corporation (with or without power of substitution) at, any meeting of stockholders or shareholders of any other corporation or organization, the securities of which maybe held by this corporation.

5.4 Corporate Records. The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the incorporators and stockholders, and the stock records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of the Clerk. These copies and records need not all be kept in the same office. They shall be available at all reasonable times for the inspection of any stockholder for any proper purpose, but not to secure a list of stockholders for the purpose of selling the list or copies of the list or of using the list for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

5.5 Evidence of Authority. A certificate by the Clerk or Secretary, or an Assistant Clerk or Assistant Secretary, or a temporary Clerk or temporary Secretary, as to any action taken by the stockholders, Directors, any committee or any officer or representative of the corporation shall as to all persons who rely on the certificate in good faith be conclusive evidence of such action.

5.6 Articles of Organization. All references in these By-Laws to the Articles of Organization shall be deemed to refer to the Articles of Organization of the corporation, as amended and in effect from time to time.

5.7 Severability. Any determination that any provision of these By-Laws is for any reason inapplicable, illegal or ineffective shall not affect or invalidate any other provision of these By-Laws.

5.8 Pronouns. All pronouns used in these By-Laws shall be deemed to refer to the masculine, feminine or neuter, singular or plural, as the identity of the person or persons may require.

## **ARTICLE 6 - Amendments**

These By-Laws may be amended by vote of the holders of a majority of the shares of each class of the capital stock at the time outstanding and entitled to vote at any annual or special meeting of stockholders, if notice of the substance of the proposed amendment is stated in the notice of such meeting. If authorized by the Articles of Organization, the Directors, by a majority of their number then in office, may also make, amend or repeal these By-Laws, in whole or in part, except with respect to (a) any provisions of these By-Laws governing (i) the removal of Directors, (ii) the indemnification of Directors and (iii) the amendment of these By-Laws and (b) any provision of these By-Laws which by law, the Articles of Organization or these By-Laws requires action by the stockholders. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within 60 days before the date fixed in these By-Laws. Subject to the preceding sentence, notice of any change in the date fixed in these By-Laws for the annual meeting of stockholders shall be given to each stockholder in person or by letter mailed to his last known post office address at least 20 days before the new date fixed for such meeting. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. Any By-Law adopted by the Directors may be amended or repealed by the stockholders entitled to vote on amending the By-Laws.





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

William Francis Galvin  
Secretary of the  
Commonwealth

Date: October 04, 2019

To Whom It May Concern :

I hereby certify that according to the records of this office,  
**METRO HARVEST, INC.**

is a domestic corporation organized on **April 12, 2019** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

A handwritten signature in blue ink that reads "William Francis Galvin".

Secretary of the Commonwealth

Certificate Number: 19100128310

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

Processed by:



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



METRO HARVEST, INC.  
292 BEDFORD ST  
BRIDGEWATER MA 02324-3112

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

The Commissioner of Revenue certifies that, as of the date of this certificate, METRO HARVEST, 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](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**Metro Harvest, Inc.**  
**Business Plan 2019**  
**Seekonk, MA**

**Prepared by: Metro Harvest Leadership Team**

## **NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT**

The undersigned (the “Recipient”), hereby agrees that all financial and other information contained within this business plan (“Confidential Information”): (a) is proprietary to Metro Harvest, Inc. (the “Company”); (b) shall be treated as strictly confidential by Recipient; and (c) shall not be disclosed by Recipient to any other individual or entity without prior written consent of the Company. Recipient further agrees that the Confidential Information shall remain the exclusive property of the Company and shall be returned to the Company promptly upon the Company’s request, together with all copies made thereof. Recipient acknowledges that no remedy of law may be adequate to compensate the Company for a violation hereof and Recipient hereby agrees that in addition to any other legal or other rights that may be available to the Company in the event of a breach hereunder, the Company shall be entitled to seek equitable relief to enforce the provisions hereof in any court of competent jurisdiction.

Recipient Signature: \_\_\_\_\_

Recipient Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

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## I. Executive Summary

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Metro Harvest, Inc. (henceforth referred to as the “Company”) was formed to offer cannabis products through state and locally approved Marijuana Retail Establishments. Once local and final licensure from the Cannabis Control Commission (CNB) has been secured, the Company will feature, a high-quality product mix of dried flower, edibles, concentrates, and topicals as well as consumption devices and accessories to the adult-use population in Massachusetts.

The company is registered in the state of Massachusetts led by a senior leadership team who together has over 65 years of business experience. Steve LaBelle serves as the Chief Executive Officer; he is joined by Tom Gosselin as the Chief Operating Officer and Jill Stucchi as the Chief Financial Officer. The combined experience and strength of the leadership team, expert consulting, operational service and wholesale relationship along with our board of directors, gives the Company a unique competitive advantage in the marketplace.

The Company’s mission is to bring the highest quality cannabis products to Massachusetts consumers while providing an exceptional customer experience in sophisticated, yet relaxed, retail environments with a total commitment to safety and regulatory compliance.

The Company’s management team will leverage our strengths and experiences to ensure that our strategy is well-crafted and executed. Our governance and oversight of day-to-day operations is outstanding, and our policies, systems, procedures and checklists are efficient, effective, and compliant. The Company’s management team and its staff will work tirelessly to ensure that the products and experience exceed consumer expectations.

The Company has entered into consulting, services and wholesale agreements with Northeast Alternatives, Inc. Northeast Alternatives is a Massachusetts cannabis company currently operating a registered marijuana dispensary (RMD) as well as the eighth recreational dispensary for adult-use sales in Massachusetts. Northeast Alternatives is a vertically integrated company that cultivates, processes and manufactures products in their facilities in the City of Fall River, MA. Northeast Alternatives is in the process of permitting an additional state-of-the-art 97,000 square foot cultivation and manufacturing facility in the town of Lakeville, MA. Northeast Alternatives’ management team has decades of experience in all facets of the cannabis industry as well as traditional business expertise in the fields of real estate development, construction, finance, accounting, staffing and leadership development.

Through the Company’s consulting and service contracts with Northeast Alternatives the Company will gain access to a number of services including intellectual property deployment, design and construction support, security and compliance set up, model operations plans, staffing, training, organizational development and ongoing operations support. Northeast Alternatives will provide the expertise and operational know-how to support the Company through the startup, permitting, design development and operational phases of its business.

In addition, the Company has entered into a contractual wholesale agreement with Northeast Alternatives to ensure the company is supplied with the finest products available in the marketplace. These products will be both branded Northeast Alternatives product lines as well as

white-label products produced by Northeast Alternatives and branded by the Company. The Company has negotiated net 30-day credit terms for all wholesale products with an on-demand delivery schedule ensuring fresh products and a robust menu.

The Company will outperform its competitors and establish itself as a retailer of choice for consumers because of its unique product mix, commitment to an exceptional customer experience, and uncompromising focus on product safety and quality. This commitment to the local consumer's well-being, coupled with a robust marketing program, are the binding principles of our success. The Company's marketing program will combine a mix of progressive digital and social media, supported by a world-class website, to drive new consumers to its retail locations.

If we are fortunate enough to be chosen as a partner in Seekonk, MA the Company anticipates the YR1 capital expenditure budget to be \$1.8M. The Company will secure 100% of the required capital from Steve LaBelle. This investment capital will finance the hard costs associated with the build-out of a retail facility to the highest standard including a complete gut and re-build of the interior and a reface of the facade of the property that will blend in tastefully with the character of the surrounding community. The Company anticipates the YR1 operating budget to be \$1.2M. A more detailed cost breakdown is provided in the Financial Projections section of this business plan.

Choosing a strong and experienced partner is critical for any community. There are many cities and towns who have learned this the hard way. Many businesses have entered into agreements with host communities only to fail to launch the business successfully. This is usually due to industry inexperience and poor financial planning.

The Company works very hard to recruit and hire from within the host communities. We do this in a number of ways including hiring days and fairs that are advertised and held locally, local publication postings, and Indeed postings. The Company anticipates creating 40 to 55 well-paying, full-time jobs in Seekonk, MA. These positions include a store manager, four assistant managers, 35 budtenders, 8 security and parking attendant positions, and 5 inventory management specialists. The Company has also seen its presence in a community create an economic multiplier to the local economy. In addition to the ancillary jobs created by the direct services to the Company, local businesses near the store benefit from employee spending and the increase in traffic from pre and post customer visits.

## II. Business Description

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### A. Ownership

The Company is owned by Steve LaBelle and Tom Gosselin.

### B. Location

The Company's corporate office is located at 292 Bedford Street, Bridgewater, MA 02324. The Company has a binding letter of intent for a lease of the property located at 1903 Fall River Ave., Seekonk, MA 02771.

### C. Investment Summary

The investment requirement for meeting the Company's YR1 projections in Seekonk, MA is \$3 million dollars. Funding for the Company has been secured as follows:

<b><u>Source of Funds</u></b>	<b><u>Investment Type</u></b>	<b><u>Amount</u></b>
Steve LaBelle	Equity	\$3M
<b>TOTAL</b>		\$3M

<b><u>Financial Benefits to Seekonk, MA</u></b>	<b><u>Source</u></b>	<b><u>Amount</u></b>
<b>3% Host Community Agreement</b>	The Company	\$772,200
<b>3% City Tax on Recreational Cannabis Sales</b>	The Company & MA DOR	\$772,200
<b>TOTAL</b>		\$1,544,400+



### **III. Management Summary**

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#### **A. Management Team**

##### **1. Steve LaBelle, Chief Executive Officer (CEO)**

Steve LaBelle began his journey as an entrepreneur at the age of 18, opening his first car dealership in East Freetown, Ma, his home town. Later, he worked for Herb Chambers Auto Group working his way to a leadership position as GM. In 1997, Steve took on a new challenge as Corporate GM of another automotive group, overseeing four dealerships with over 300 employees at the same time. He also began researching how to import vehicles from Canada into the US. He left his position at Corp. GM to pursue becoming a federally licensed Vehicle Importer and was successful in obtaining a Federal Import License from the National Highway Traffic Safety Administration (NHTSA). In addition, Steve founded Autobiz, which is one of the largest importers of automobiles on the east coast. In 2004, he established LaBelle Chevrolet which he sold in 2011. Steve has developed several commercial properties, which he leases to both national and regional tenants.

##### **2. Tom Gosselin, Chief Operating Officer**

Thomas Gosselin is a seasoned business owner with expertise in the fields of commercial and residential real-estate development; construction and construction management; human resources; sales and marketing; and finance. Through his real-estate businesses, Tom owns and manages income producing commercial and residential real-estate valued at over \$50M dollars. His construction and fencing business, Highland Fence and Construction, has been in continuous operation since 1988. It has grown from a start-up business to one of Southern New England's largest fencing and construction companies. Highland specializes in commercial, institutional and residential fencing with contracts ranging from government and large institutional customers to the residential homeowner. Highland's construction, excavation and plowing business serves both the government and private sector focusing on commercial renovation, excavation and long-term maintenance contracts for commercial properties, large condominium complexes, government buildings and road contracts. Tom employs over fifty people from the finance department to laborers, spread across the different business units. Tom is a driven business leader and respected community activist.

##### **3. Jill Stucchi, Chief Financial Officer (CFO)**

After earning her Bachelor of Science in Mathematics, Jill decided that she liked working with numbers and started her career in accounting at Budget Rent a Car's regional accounting office. She began working in accounts payable and moved her way up to a staff accountant, responsible for the fleet of vehicles in North & South Carolina. In 1995, Budget relocated their offices and Jill embarked on the next phase of her career with Adesa Auto Auctions. She served as a staff accountant for Adesa and then earned a promotion to Assistant Controller. In her role as Assistant Controller, she is responsible for account reconciliations and analysis, budget planning, Collections, and Sarbanes Oxley controls. In 2014, she became the Controller of Autobiz, one of the largest Registered Importers on the East Coast.

## IV. Business Operations

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### A. Daily Operations

The Company's retail facility will be open for business seven (7) days a week and be closed for three (3) major holidays: New Year's Day, Thanksgiving, and Christmas. The expected hours of operation are as follows:

	<b>Hours</b>
<b>Monday</b>	10:00am to 10:00pm
<b>Tuesday</b>	10:00am to 10:00pm
<b>Wednesday</b>	10:00am to 10:00pm
<b>Thursday</b>	10:00am to 10:00pm
<b>Friday</b>	10:00am to 10:00pm
<b>Saturday</b>	10:00am to 10:00pm
<b>Sunday</b>	12:00pm to 10:00pm

These hours of operation will require staggered shifts. Schedules will be determined by management and posted regularly. The schedules will be determined in a manner that allow management to increase or decrease hourly labor according to sales volume. Designated staff will report to work at least 30 minutes prior to opening. The remainder of staff will arrive at staggered intervals throughout the day, allowing sufficient time to prepare for anticipated customer traffic. Shift changes for all staff will entail cleanup, restocking and next-day preparation. All collected monies will be settled at the end of each shift. The closing shift will be responsible for executing designated closing duties including a clean, secure, well-stocked and fully prepared Retail facility for the next day's opening staff.

The Company management, through the consult and service agreements with Northeast Alternatives, has established sound operating guidelines and formalized standard operating procedures (SOP's) regarding how to conduct the Company's day-to-day operations. Reasonable and standard policies, systems, procedures and checklists will be followed carefully in-line with both the regulations mandated by the CNB and implemented using the resources of the management team. The Company's management will be responsible for ordering, receiving and maintaining sufficient inventory to meet consumer demand.

### B. Consumer Experience

The Company's consumer experience will be given special emphasis throughout our operation. The Company's goal is to provide highly responsive, proactive and educated customer service to ensure the best possible customer experience. The Company shall institute training programs designed to teach employees about guest perception, satisfaction and product information. The Company's management will conduct regular shift staff meetings to reiterate training procedures and the product menu with a focus on product knowledge and customer experience. All guest complaints will be apologetically acknowledged by the staff and immediately referred to

management. The Company will establish programs and policies to systematically deal with guest complaints.

### **C. Management Controls**

The Company's management team will practice sound management procedures to control costs, ensure quality of product, and provide exceptional customer service. The following systems, among others, will be implemented by management:

Scheduling System: Management will adopt a scheduling system that expedites the preparation of schedules, reflects anticipated labor budgets, and tracks payroll processing.

Time & Attendance System: The Company will use a time and attendance system to track hourly labor costs and expedite payroll processing.

Operations Checklists: Company's management will implement operational procedures and checklists to maintain quality control while ensuring that established procedures are followed. Procedures and checklists will be used by various personnel including: customer service, purchasing, cultivation, security, and management.

Point of Sale System: Company will utilize a point of sale (POS) system, which will regulate the flow of service. The POS will act as a cash control and will track sales and receipts. The company will also deploy a seed to sales tracking system and work closely with the DPH/CNB to insure 100% regulatory compliance.

Order Guide: The Company will use an item specific order guide to track order history and maintain designated levels of product inventory.

Weekly Inventory: Management will track weekly inventory to determine valuation for use in weekly/monthly/quarterly P&L reports.

Daily Inventory Tracking: Daily inventory will be tracked on specific products. Movement will be compared to sales data to ensure designated products have been properly accounted for.

### **D. Administrative Systems**

Daily Cash Control: Sales and receipts recorded by the POS system will be compared to actual daily cash inflows. In the event of discrepancies, Company's management will conduct an audit to account for the difference.

Weekly Prime Cost Report: Company's management will prepare a weekly report that calculates gross profit margin. The prime cost of goods sold for the Company is expected to range from 20% to 35%.

Purchasing Records/Payables: The Company's management will process and record invoices and credits or cause to be processed and recorded daily. The Company's management will ensure that

reports detailing cash expenditures, and invoices are accrued on a weekly basis and properly accounted for and reported.

Payroll Processing: Payroll checks will be issued bi-weekly in house by our accounting team.

## V. Market Analysis

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### Industry Analysis

A large majority of cannabis companies are privately held. This makes capturing accurate revenue, profit margins and monthly operating expenses challenging. Fortunately, Marijuana Business Daily produces a rigorously researched Marijuana Business Factbook each year. Much of our industry analysis leverages their findings.

We estimate that sales of marijuana in 2019 will reach between \$5 billion and \$10 billion nationally, which will amount to a compounded annual growth rate (CAGR) of 7.5% to 14% over the past five years. Going forward we forecast a range of growth between \$6 billion and \$11 billion nationally in 2020, a 7% to 15% CAGR.

Even more important is the economic impact the industry has on the local economy. It is estimated that the “economic multiplier” in the Marijuana industry is four times. In other words, for every \$1 patients and caregivers spend at the retail level, an additional \$3 of economic value is injected into the economy – much of it at the local level. If that is accurate, then the industry will contribute roughly \$10.8 billion to \$20 billion to the national economy in 2020.

We forecast that the national growth rate will remain stable for two reasons. First, more states are expected to approve medical and recreational sales, which will serve to increase the total number of patients and consumers. Secondly, it is expected that more states will approve recreational marijuana, which is likely to slow the growth of total medical patients.

### Industry Analysis: Massachusetts

The State of Massachusetts is the 15<sup>th</sup> most populated state in the US with 6,859,819 people, the population over the age of 18 is 5,487,855. Massachusetts is the 3<sup>rd</sup> most populated state by landmass behind New Jersey and Rhode Island.

The Massachusetts legislature mandated as part of the Marijuana Act of 2016 mandated a “Marijuana baseline health study report findings” the Massachusetts Department of Health commissioned this study and the results were released on June 29<sup>th</sup> 2018. This was a

comprehensive study that analyzed the patterns of use, methods of consumption, impacts on safety and economic impact.

The study results concluded that 21% of adults used cannabis in the previous 30 days. The millennial generation, ages between 21 and 25 reported the highest usage of 52% in the previous 30 days. Flower has been the dominant delivery method, however, 40% reported using multiple methods with Millennial's steering toward higher use of extracts and edibles. More than 75% of all adults considered cannabis to have slight or no risks and use cannabis for recreational purposes.

Using the 18 and over baseline population numbers (5,487,449) of which 21% are reported cannabis users the addressable market is around 1,152,449. Assuming a conservative estimate of \$1,500 per year spend per person we expect the size of the Massachusetts market to be at least \$1.15 billion dollars.

The following is from Marijuana Business Daily, a trusted third party cannabis industry analyst:

“Massachusetts’ [looming recreational marijuana market](#) has the potential to be one of the most prosperous in the nation. Under rules finalized this month, cannabis entrepreneurs face no license caps for an assortment of business categories, edibles and many other goods are permitted, and there are Massachusetts’ [looming recreational marijuana market](#) has the potential to be one of the most prosperous in the nation, according to MJ Business Daily.

Under rules finalized this month, cannabis entrepreneurs face no license caps for an assortment of business categories, edibles and many other goods are permitted, and there are opportunities to build a brand. But applicants seeking to set up shop when the Bay State’s adult-use industry opens this summer will face a gauntlet of requirements that have already derailed scores of aspiring medical marijuana businesses.

Of the roughly 275 businesses that have applied for MMJ licenses since Massachusetts voters approved medical cannabis in 2012, only 42 have opened. At least 75 applications have expired. Recreational license applicants can expect more of the same, observers said, though these same hurdles could benefit entrepreneurs who can cross the finish line.

“If you’re able to get open here, you’re going to see a more protected environment,” said Scott Moskol, an attorney who heads the cannabis practice at Boston law firm Burns & Levinson.

“We’re not going to see the downward pricing pressures as quickly,” he added.”

### **Saturation point?**

With roughly 200 medical marijuana business applicants still in the Massachusetts’ licensing pipeline, the state’s adult-use market may seem poised for oversaturation, especially since existing MMJ businesses have first-mover advantages. Consider the following:

- Dispensaries began applying for “priority certification” on April 2, 2018
- Dispensaries that received priority verification could apply for a commercial license beginning April 16, 2018
- Applicants seeking to establish cannabis businesses in communities hurt by the war on drugs are also eligible to apply for priority certification.
- Rec applicants who didn’t possess medical cannabis licenses had to wait until June 1, 2018 to apply.
- The head start afforded MMJ licensees doesn’t portend potential oversaturation of the market – at least not anytime soon – said several industry watchers because:
  - The majority of existing MMJ license won't survive the adult-use application process
  - Some MMJ licenses will run out of capital before they get licensed

“If there are 200 or so applicants, I would guess that the majority of those won’t get licenses, including some really sharp and smart operators,” said Kris Krane, head of 4Front Ventures, a cannabis consulting and investment firm in Boston that has several clients seeking licenses. “I think we have a long-time horizon here before we have any saturation issues.” Adam Fine, an attorney who heads the Boston office of the Vicente Sederberg law firm, noted that numerous cannabis entrepreneurs have asked him if they’re too late to enter the Massachusetts market. Fine always tells them “no,” because “I don’t think we’re close to being saturated. “There’s still a tremendous opportunity for people to come in.”

While some entrepreneurs may be deterred by the municipalities’ restrictions, smart ones will see the bans and moratoriums as a benefit because they thin out the competition, Moskol said. “At the beginning, that lack of competition may make our market attractive because you don’t have to worry that there will be a thousand pot shops,” he said.

‘Compared with the first month of rec sales in other states, Massachusetts had lower gross sales but far fewer operating dispensaries than Oregon (\$14 million, 320 dispensaries), Colorado (\$14.7 million, 59 dispensaries) and Nevada (\$27.1 million, 53 dispensaries) Source: MJ Business Daily.’

<https://mjbizdaily.com/massachusetts-recreational-marijuana-sales-first-month/>

## **National Recreational Market**

The legalized marijuana industry is the fastest-growing industry in the country, [reports Â The Huffington Post today](#). "And if the trend toward legalization spreads to all 50 states, marijuana could become larger than the organic food industry," the article states.

*The Huffington Post's* announcement comes from a report the news outlet obtained from cannabis industry research and investment firm The ArcView Group, which found that "the U.S. market for legal cannabis grew 74 percent in 2014 to \$2.7 billion, up from \$1.5 billion in 2013," reports Â *HuffPost*.

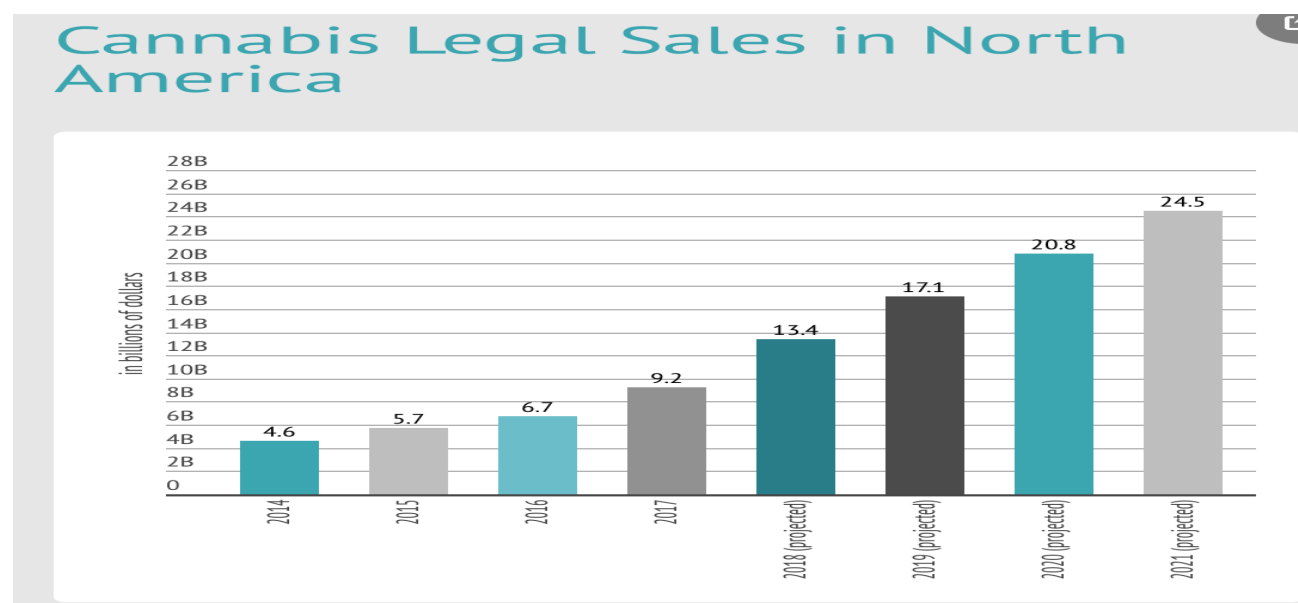
The ArcView Group based its report on surveys, during 2013-2014, of hundreds of marijuana retailers—medical and recreational—and cultivators, as well as ancillary businesses, state agencies, non-profit organizations and others.

According to *HuffPost*, the ArcView Group's report predicts 32-percent market growth this year. And, "Over the next five years, the marijuana industry is expected to continue to grow, with ArcView predicting that 14 more states will legalize recreational marijuana and two more states will legalize medical marijuana," *HuffPost* reports.

Over the past few years, the number of companies operating in this market has increased exponentially. Producers are focused on expanding their customer pool by offering myriad portfolio of products and through geographical expansion. Products currently being offered include varieties of strains and extracts such as oils, tinctures, resins, and consumables based on concentration of cannabinoids like THC and CBD.

As countries begin to liberalize their Cannabis Laws, the market is expected to witness a surge in demand. Currently, the majority of cannabis is sold through illicit channels. To curb this illegal trade, governments have started legalizing marijuana in order to monitor the products that enter the supply chain and reap the benefits through taxes levied on these products.

In North America, it has been reported that about 70-75% of the cannabis trade is illegal, which has reduced nearly 30.0% in states where marijuana has been legalized. This in turn has prompted several countries to initiate legalization programs. Keen investors are awaiting legalization of recreational marijuana in countries like Canada. As recreational cannabis is legalized, the number of consumers it is expected to increase by 40.0%. It seems safe to say, the United States recreational cannabis market is booming and is here to stay.



## Target Market

It is anticipated that the Company will appeal to a broad base of consumers. We do not expect a specific age demographic to emerge among our consumer however the research done in Massachusetts (which is consistent with national data) suggests the younger generations have adopted cannabis consumption at a much higher rate in percentage terms. Our consumers will share one common characteristic – over the age of 21 years old. They are likely to be middle and upper income individuals in single-person and family households. The Company's ideal consumers desire a convenient retail experience within a 10-mile radius of our retail locations. Safe, high quality products for everyone.

## **Competitive Analysis**

We believe that if the current trend continues there will likely be an additional 10-20 retail stores that will open throughout the State of Massachusetts in 2019. We expect this growth trend to continue before accelerating in late 2020 and into 2021 as communities become more accepting. Northeast Alternatives was the 34<sup>th</sup> medical dispensary to open and the 8th recreational business to be approved and operating in Massachusetts. The relationship with Northeast Alternatives allows the Company to leverage the experience and infrastructure that Northeast Alternatives has built to support their operations and provide the services needed to achieve operational success. The cannabis business is complicated, cash intensive, and highly regulated. Many investors and operators desire to get into the industry, but only businesses with very strong and experienced operational teams will be successful and profitable.

## **Strategic Trends**

**TECHNOLOGY TREND:** Customers want to be able to access information more quickly on-the-go; to be able to read reviews of the Company at websites such as [www.leafly.com](http://www.leafly.com); [www.yelp.com](http://www.yelp.com); [www.google.com](http://www.google.com). The Company will stay relevant and up-to-date with technology and remain ahead of the competition and stay within regulatory parameters.

**ECONOMIC TREND:** Cannabis sales and participation rates are growing rapidly as more states have legalized both Medical and/or Recreational Marijuana sales and use. This trend is highly unlikely to change in the foreseeable future. We believe the cannabis industry is in its infant stage and will likely grow at exponential rates over the next 20 years.

## **Market Growth**

Total marijuana retail sales in the U.S. are expected to continue to grow double digits on an annual basis likely reaching \$20 billion by 2020. This is incredible growth considering that from the year 2000 through 2013 retail sales hit \$1.6 billion and in 2016 total sales hit \$4.3 billion. If those numbers aren't impressive enough the actual economic impact from the cannabis industry in 2016 was \$16 billion and will likely grow to \$20 billion by 2020. 2016 was a pivotal year for the industry with California, Massachusetts, Maine and Nevada voting to approve recreational marijuana for adult use and Florida overwhelmingly approving to expand its MMJ regulations.



## VI. Marketing Strategy

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The Company's success will be achieved by providing great customer services while employing a proven digital marketing strategy to attract patient traffic. Today's market requires more than just great products to be successful. The Company will constantly strive to win customers by being proactive rather than reactive in its marketing efforts while being tasteful and respectful to our host communities. The Company's management will create and maintain a positive, appealing image for the Company, which will be consistently applied, as described below:

### **A. Website**

The Company's management will be responsible for maintaining a fresh, interactive and well-designed website, which allows visitors to review the Company's menu of products, view images of the Company's RMD facility, access directions to the Company's RMD, and view the RMD's hours of operation.

### **A. Social Networking**

Company's management will be responsible for maintaining fresh, interactive and well-designed accounts with popular social networking sites, including without limitation [www.facebook.com](http://www.facebook.com), [www.instagram.com](http://www.instagram.com), [www.twitter.com](http://www.twitter.com) and [www.yelp.com](http://www.yelp.com), which will allow visitors to review the Company's products, view images of the Company's RMD facility, access directions to the Company's RMD, and view the RMD's hours of operation.

### **C. Digital Marketing**

The Company's management will be responsible for deploying a digital marketing campaign to attract new patients as they search online for the unique products offered by the Company. Many proprietary techniques will be used to promote the Company on relevant digital platforms dedicated to serving the industry.

## VII. Growth Plan

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### **A. Expansion Plan**

The Company is currently working with two other cities in Massachusetts to establish additional Marijuana Retail Establishments. The properties have been secured either by acquisition or through a binding lease and we expect to receive the final host agreements within the next 30-60 days.

While Company's management will focus first and foremost on developing the business in Massachusetts to achieve a successful return on investment without the need for expansion beyond Massachusetts, the Company's appealing services, comfortable atmosphere, and competitive prices will likely position the business for broad customer appeal in a wide range of markets. To this end, once the Company has achieved profitability, the Company's management will carefully consider organic and/or acquisitive expansion opportunities.

## VIII. Financial Projections

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# of Weekly Transactions	5500
\$ / Transaction	\$ 90.00
Revenue	\$ 25,740,000
Price Per Pound Retail	\$ 6,500.00
Pounds Sold Per Month	3960.00
Pounds of Flower	1782.00
Pounds of MIPs	2178.00
Host Fee	\$ 617,760
COGS	\$ 13,939,200
Gross Profit	\$ 11,800,800
% Gross Margin	46%
Personnel Costs	\$ 1,921,346
General & Administrative	\$ 78,000
Marketing Expense	\$ 128,700
Rent	\$ 114,000
Insurance	\$ 40,000
Total SG&A	\$ 2,282,046
SG&A as % of Revenue	9%
Operating Profit	\$ 9,518,754
% Operating Margin	37%
State Taxes (17%)	\$ 4,375,800
Local Taxes (3.0%)	\$ 772,200
Pre-tax Income	\$ 4,370,754
Income Tax - Federal	\$ 1,397,088.00
Effective Tax Rate	21%
Net Income	\$ 2,973,666.00
% Net Margin	12%

### **Plan for Obtaining Liability Insurance**

Metro Harvest, Inc. (“MH”) plans to contract with Cannasure to maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually and product liability coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate annually. The policy deductible will be no higher than \$5,000 per occurrence. MH will consider additional coverage based on availability & cost-benefit analysis. If adequate coverage is unavailable at a reasonable rate, MH will place in escrow at least \$250,000 to be expended for liabilities coverage. Any withdrawal from such escrow replenished within 10 business days. MH will keep reports documenting compliance with 935 CMR 500.105(10).

## **Plan for Restricting Access to Age 21 and Older**

Pursuant to 935 CMR 500.050(5)(b), Metro Harvest, Inc. (“MH”) will only be accessible to consumers 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the marijuana establishment by an individual, a marijuana establishment agent shall immediately inspect the individual’s proof of identification and determine the individual’s age, in accordance with 935 CMR 500.140(2).

In the event MH discovers any of its agents intentionally or negligently sold marijuana to an individual under the age of 21, the agent will be immediately terminated and the CNB will be promptly notified, pursuant to 935 CMR 500.105(1)(l). MH will not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1).

Pursuant to 935 CMR 500.105(4), MH will not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21. MH will not manufacture or sell any edible products that resemble a realistic or fictional human, animal or fruit, including artistic, caricature or cartoon renderings, pursuant to 935 CMR 500.150(1)(b). In accordance with 935 CMR 500.105(4)(a)(5), any marketing, advertising and branding materials for public viewing will include a warning stating, **“For use only by adults 21 years of age or older. Keep out of the reach of children. Marijuana can impair concentration, coordination and judgment. Do not operate a vehicle or machinery under the influence of marijuana.”** Pursuant to 935 CMR 500.105(6)(b), MH packaging for any marijuana or marijuana products will not use bright colors, resemble existing branded products, feature cartoons or celebrities commonly used to market products to minors, feature images of minors or other words that refer to products commonly associated with minors or otherwise be attractive to minors. MH’s website will require all online visitors to verify they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

## **Quality Control and Testing**

### **Quality Control**

Metro Harvest, Inc. ("MH") will comply with the following sanitary requirements:

1. Any MH agent whose job includes contact with marijuana or nonedible marijuana products, including packaging is subject to the requirements for food handlers specified in 105 CMR 300.000, and all edible marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 500.000, and with the requirements for food handlers specified in 105 CMR 300.000.
2. Any MH agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including:
  - a. Maintaining adequate personal cleanliness; and
  - b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.
3. MH's hand-washing facilities will be adequate and convenient and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located in MH's production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;
4. MH's facility will have sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;
5. MH will ensure that litter and waste is properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);
6. MH's floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;
7. MH's facility will have adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;
8. MH's buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;
9. MH will ensure that all contact surfaces, including utensils and equipment, will be maintained in a clean and sanitary condition. Such surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils will be so designed and of such material and workmanship as to be adequately cleanable;

10. All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
11. MH will ensure that its water supply is sufficient for necessary operations, and that such water supply is safe and potable;
12. MH's plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross connections between the potable and waste-water lines;
13. MH will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;
14. MH will hold all products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms; and
15. MH will store and transport finished products under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

MH's vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).

MH will ensure that its facility is always maintained in a sanitary fashion, and MH will comply with all applicable sanitary requirements.

MH will follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are sufficient to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by MH to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety.

Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated shall be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste shall be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations.

### Testing

MH will not sell or otherwise market marijuana or marijuana products that are not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

No marijuana product shall be sold or otherwise marketed for adult-use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Testing of MH's marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products, as amended in November, 2016, published by the DPH. Testing of MH's environmental media will be performed in compliance with the Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries published by the DPH.

MH's policy of responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) include notifying the CNB within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and disposing of the production batch. Such notification will describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

MH will maintain testing results in compliance with 935 CMR 500.000 *et seq* and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from Independent Testing Laboratories providing marijuana testing services shall comply with 935 CMR 500.105(13). All storage of MH's marijuana at a laboratory providing marijuana testing services shall comply with 935 CMR 500.105(11). All excess marijuana will be disposed in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to MH for disposal or by the Independent Testing Laboratory disposing of it directly.



## **Personnel Policies Including Background Checks**

### **Overview**

Metro Harvest, Inc. (“MH”) will maintain personnel records as a separate category of records due to the sensitivity and importance of information concerning agents, including registration status and background check records. MH will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each marijuana establishment agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

### **Job Descriptions:**

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

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

**Security Agent:** Security Agents monitor MH’s security systems including alarms, video surveillance, and motion detectors. Security Agents are responsible for ensuring that only authorized individuals are permitted access to the MH facility by verifying appropriate ID cards

and other forms of identification. In addition, Security Agents perform the following duties and other duties upon request:

- Investigate, communicate, and provide leadership in the event of an emergency such as an intrusion, fire, or other threat that jeopardizes customers, authorized visitors, and MH agents;
- Respond and investigate security situations and alarm calls; clearly document the incident and details surrounding the incident in a written report for the Director of Security;
- Oversee the entrance to the facility and verify credentials of each person seeking access to the MH facility;
- Answer routine inquiries;
- Log entries, and maintain visitor log;
- Escort authorized visitors in restricted access areas; and
- Escort MH agents from the facility during non-business hours and perform security checks at designated intervals.

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

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

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

- Maintaining records, including operating procedures, inventory records, audit records, storage and transfer records;
- Maintaining documents with each day's beginning, acquisitions, sales, disposal and ending inventory;
- Ensuring products are properly stored, labeled, and recorded in METRC and Leaf Logix systems;
- Ensuring waste is properly stored; and
- Coordinating the waste disposal schedule and ensuring MH's policies and procedures for waste disposal are adhered to.

**Human Resources Manager:** The Human Resources Manager at MH will support the executive management team on a day-to-day basis to effectively implement all personnel policies and procedures for MH, including hiring processes. The Human Resources Manager will:

- Oversee hiring and release of MH agents;
- Review and revise MH personnel policies and procedures in consultation with the executive management team and department managers;

- Develop training schedules and policies for MH agents under the supervision of the executive management team and department managers;
- Handle any and all agent discipline as necessary;
- Ensure compliance with any and all workplace policy laws and requirements; and
- Be responsible for such additional human resources tasks as determined by the executive management team.

### Agent Personnel Records

Personnel records for each agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with MH and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the executive management team.

### Staffing Plan and Business Hours

#### *Hiring and Recruitment*

MH's Human Resource Manager will engage the executive management team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. MH's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- MH's Diversity Plan and Community Initiatives;
- MH's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory Reporting of Criminal Convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;

- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements

### Standards of Conduct

MH is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is MH's mission to provide a professional workplace free from harassment and discrimination for employees. MH will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected trait or characteristic is contrary to MH's values and is a violation of the MH's Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; and/or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at MH employees or customers also is condemned and will be promptly addressed.

### *Violence and Weapons in the Workplace*

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. Law enforcement will be contacted immediately in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Employees found carrying weapons on MH facilities will be immediately terminated. Customers found carrying weapons on the premises will be asked to leave and/or the police will be notified accordingly.

### *At-Will Employment*

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the work relationship at any given moment and for any legitimate purpose. Wrongful termination may be more difficult to prove in an at-will arrangement because of the freedom that each party has to end the employment. However, there are still many instances wherein a termination or discharge can be called wrongful, even in an at-will employment.

### *Workplace Attire*

The required attire for registered agents at MH varies based upon required duties. New hire training and the onboarding process will go over the workplace attire specific to each role and the department manager will be responsible for ensuring compliance with all requirements is met.

### Business Hours for Marijuana Retailer

Monday: 10am-10pm  
Tuesday: 10am-10pm  
Wednesday: 10am-10pm  
Thursday: 10am-10pm  
Friday: 10am-10pm  
Saturday: 10am-10pm  
Sunday: 12pm-10pm

### Overview of Personnel Policies and Procedures

#### *Standard Employment Practices*

MH values the contributions of its management and staff positions. MH will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible executive management team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

#### *Advancement*

The organization will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.

#### *Written Policies*

MH's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. Seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, HIPAA, patient confidentiality, and compliance hotline.

#### *Investigations*

MH will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.

#### *Designated Outside Counsel*

MH may retain counsel specializing in employment law to assist the Human Resources Manager with any issues and questions.

### Job Status

#### *Job Classifications*

Positions at MH are categorized by rank and by department. The executive management team oversees the overall success of mission of the company; the CEO is responsible for implementation of the mission and the executive management team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities. Job classification is comprised of three rank tiers: Executive Management, Management, and Non-Management Employee.

#### *Work Schedules*

Work schedules will be either part-time, full-time, or salaried, depending of the specific position. Schedules will be set according to the needs of each department as determined by the department manager and the executive manager they report to. It is the department manager's responsibility to develop and implement a work schedule that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the department manager's responsibility to ensure that adequate coverage occurs on a daily basis and does not lead to unnecessary utilization of overtime coverage.

#### *Mandatory Meetings and Community Service Days*

There will be a mandatory reoccurring company-wide meeting on a monthly basis. All required personnel will be notified of their required attendance. Certain personnel, such as house-keeping staff, may not be required to attend. Each department shall have a mandatory weekly meeting schedule by the department manager. The department managers shall provide agendas for all meeting and shall report to their executive manager.

#### *Breaks*

Daily breaks, including lunch breaks, shall comply with the laws of the Commonwealth.

#### *Performance Reviews*

Performance reviews will be conducted by executive or department managers. Reviews shall be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis must be provided to, and signed by, the employee under review. Reviews must be retained in each employee's employment file. Performance reviews must take into account positive performance factors and areas requiring improvement. Scoring systems may be utilized to help reflect the employee's overall performance.

#### *Leave Policies*

MH leave policies will comport with all state and federal statutes.

All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's department manager. MH will determine which holidays will be observed and which departments will not be required to work. MH will offer paid maternity leave. Additional leave will not be paid and must be approved by the department manager.

MH anticipates observing the following holidays:

- New Year's Day;
- Thanksgiving; and

- Christmas Day.

### Disciplinary Policies

#### *Purpose*

MH's discipline policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below of MH's discipline policy and procedure have been designed consistent with MH's organizational values, best practices, and employment laws.

MH reserves the right to combine or skip steps depending upon facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on MH's organization.

#### *Procedure*

##### Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the immediate supervisor to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The supervisor should discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation of a Step 1 meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

##### Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 have been corrected, MH recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During step two, the immediate supervisor and a department manager or director will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a step two meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

### Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the immediate supervisor may suspend the employee pending the results of an investigation.

Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from a next-level manager and the Human Resources Manager.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Human Resources Manager will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

### Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, MH will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, MH reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

Management's recommendation to terminate employment must be approved by the Human Resources Manager and department manager or designee. Final approval may be required from the CEO or designee.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between MH and its employees.

### Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution.



If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information.

### *Performance and Conduct Issues Not Subject to Progressive Discipline*

Behavior that is illegal is not subject to progressive discipline and may be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

### *Documentation*

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file.

### *Separation of Employment*

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. When an employee separates from MH, his or her supervisor must contact the Human Resources Manager to schedule an exit interview, typically to take place on employee's last workday.

### *Types of Separation*

#### *1. Resignation*

Resignation is a voluntary act initiated by the employee to end employment with MH. The employee must provide a minimum of two (2) weeks' notice prior to resignation. If an employee does not provide advance notice or fails to actually work the remaining two weeks, the employee will be ineligible for rehire and will not receive accrued benefits. The resignation date must not fall on the day after a holiday.

#### *2. Retirement*

An employee who wishes to retire is required to notify his or her department director and the Human Resources Manager in writing at least one (1) month before planned retirement date. It is the practice of MH to give special recognition to employees at the time of their retirement.

#### *3. Job Abandonment*

An employee who fails to report to work or contact his or her supervisor for two (2) consecutive workdays shall be considered to have abandoned the job without notice effective at the end of the employee's normal shift on the second day. The department manager shall notify the Human Resources Manager at the expiration of the second workday and initiate the paperwork to terminate the employee. Employees who are separated due to job abandonment are ineligible to receive accrued benefits and are ineligible for rehire.

4. Termination

Employees of MH are employed on an at-will basis, and the company retains the right to terminate an employee at any time.

5. Reduction in Workforce

An employee may be laid off due to changes in duties, organizational changes, lack of funds, or lack of work. Employees who are laid off may not appeal the layoff decision through the appeal process.

6. Release

Release is the end of temporary or seasonal employment. The Human Resources Manager, in consultation with the department manager, will inform the temporary or seasonal worker of their release according to the terms of the individual's temporary employment.

*Exit Interview*

The separating employee shall contact the HR department as soon as notice is given to schedule an exit interview. The interview will be on the employee's last day of work or other day, as mutually agreed upon.

*Return of Property*

The separating employee must return all company property at the time of separation, including but not limited to uniforms, cell phones, keys, computers, and identification cards. Failure to return some items may result in deductions from final paycheck. An employee will be required to sign the Wage Deduction Authorization Agreement to deduct the costs of such items from the final paycheck.

*Termination of Benefits*

An employee separating from MH is eligible to receive benefits as long as the appropriate procedures are followed as stated above. Two weeks' notice must be given, and the employee must work the full two work weeks. Accrued vacation leave will be paid in the last paycheck. Accrued sick leave will be paid in the last paycheck.

*Health Insurance*

Health insurance terminates on the last day of the month of employment, unless employee requests immediate termination of benefits. Information about the Consolidated Omnibus Budget Reconciliation Act (COBRA) continued health coverage will be provided. Employees will be required to pay their share of the dependent health and dental premiums through the end of the month.

*Rehire*

Former employees who left in good standing and were classified as eligible for rehire may be considered for reemployment. An application must be submitted to the Human Resources

Manager, and the applicant must meet all minimum qualifications and requirements of the position, including any qualifying exam, when required.

Department managers must obtain approval from the Human Resources Manager or designee prior to rehiring a former employee. Rehired employees begin benefits just as any other new employee. Previous tenure will not be considered in calculating longevity, leave accruals, or any other benefits.

An applicant or employee who is terminated for violating policy or who resigned in lieu of termination from employment due to a policy violation will be ineligible for rehire.

### Compensation

As an employer, MH believes that it is in the best interest of both the organization and MH's employees to fairly compensate its workforce for the value of the work provided. It is MH's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and non-discriminatory in theory, application and practice. The company has determined that this can best be accomplished by using a professional compensation consultant, as needed, and a system recommended and approved by the executive management team.

### *Selection Criteria*

1. The compensation system will price positions to market by using local, national, and industry specific survey data.
2. The market data will primarily include marijuana-related businesses and will include survey data for more specialized positions and will address significant market differences due to geographical location.
3. The system will evaluate external equity, which is the relative marketplace job worth of every marijuana industry job directly comparable to similar jobs at MH, factored for general economic variances, and adjusted to reflect the local economic marketplace.
4. The system will evaluate internal equity, which is the relative worth of each job in the organization when comparing the required level of job competencies, formal training and experience, responsibility and accountability of one job to another, and arranging all jobs in a formal job-grading structure.
5. Professional support and consultation will be available to evaluate the compensation system and provide on-going assistance in the administration of the program.
6. The compensation system must be flexible enough to ensure that the company is able to recruit and retain a highly-qualified workforce, while providing the structure necessary to effectively manage the overall compensation program.

### *Responsibilities*

The executive management team and will give final approval for the compensation system that will be used by MH.

1. On an annual basis the executive management team will review and approve, as appropriate, recommended changes to position-range movement as determined through the vendor's market analysis process.

2. As part of the annual budgeting process, the executive management team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonus, variable based or incentive-based pay, and all other related expenses, including benefit plans.

#### *Management Responsibility*

1. The CEO is charged with ensuring that MH is staffed with highly-qualified, fully-competent employees and that all programs are administered within appropriate guidelines and within the approved budget.
2. The salary budget shall include a gross figure for the following budget adjustments, but the individual determinations for each employee's salary adjustment shall be the exclusive domain of the CEO: determining the appropriate head count, titles, position levels, merit and promotional increases and compensation consisting of salary, incentive, bonus, and other discretionary pay for all positions.
3. The CEO shall ensure that salary ranges are updated at least annually, that all individual jobs are market priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

#### Agent Background Checks

- In addition to completing the CNB's agent registration process, all agents hired to work for MH will undergo a detailed background investigation prior to being granted access to a MH facility or beginning work duties.
- Background checks will be conducted on all agents in their capacity as employees or volunteers for MH pursuant to 935 CMR 500.100 and shall be used by the Director of Security, who will be registered with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: CORI Registration and the Commission for purposes of determining the suitability of individuals for registration as a marijuana establishment agent with the licensee.
- For purposes of determining suitability based on background checks performed in accordance with 935 CMR 500.101(1), MH will consider:
  - a. All conditions, offenses, and violations are construed to include Massachusetts law or like or similar law(s) of another state, the United States or foreign jurisdiction, a military, territorial or Native American tribal authority, or any other jurisdiction.
  - b. All criminal disqualifying conditions, offenses, and violations include the crimes of attempt, accessory, conspiracy, and solicitation. Juvenile dispositions shall not be considered as a factor for determining suitability.
  - c. Where applicable, all look back periods for criminal conditions, offenses, and violations included in 935 CMR 500.802 commence upon the date of disposition; provided, however, that if disposition results in incarceration in any institution, the look back period shall commence upon release from incarceration.
- Suitability determinations will be made in accordance with the procedures set forth in 935 CMR 500.800. In addition to the requirements established in 935 CMR 500.800, MH shall:

- a. Comply with all guidance provided by the CNB and 935 CMR 500.802: Tables B through D to determine if the results of the background are grounds for Mandatory Disqualification or Presumptive Negative Suitability Determination.
  - b. Consider whether offense(s) or information that would result in a Presumptive Negative Suitability Determination under 935 CMR 500.802. In the event a Presumptive Negative Suitability Determination is made, MH will consider the following factors:
    - i. Time since the offense or incident;
    - ii. Age of the subject at the time of the offense or incident;
    - iii. Nature and specific circumstances of the offense or incident;
    - iv. Sentence imposed and length, if any, of incarceration, if criminal;
    - v. Penalty or discipline imposed, including damages awarded, if civil or administrative;
    - vi. Relationship of offense or incident to nature of work to be performed;
    - vii. Number of offenses or incidents;
    - viii. Whether offenses or incidents were committed in association with dependence on drugs or alcohol from which the subject has since recovered;
    - ix. If criminal, any relevant evidence of rehabilitation or lack thereof, such as information about compliance with conditions of parole or probation, including orders of no contact with victims and witnesses, and the subject's conduct and experience since the time of the offense including, but not limited to, professional or educational certifications obtained; and
    - x. Any other relevant information, including information submitted by the subject.
  - c. Consider appeals of determinations of unsuitability based on claims of erroneous information received as part of the background check during the application process in accordance with 803 CMR 2.17: Requirement to Maintain a Secondary Dissemination Log and 2.18: Adverse Employment Decision Based on CORI or Other Types of Criminal History Information Received from a Source Other than the DCJIS.
- Upon adverse determination, MH will provide the applicant a copy of their background screening report and a pre-adverse determination letter providing the applicant with a copy of their right to dispute the contents of the report, who to contact to do so and the opportunity to provide a supplemental statement.
    - After 10 business days, if the applicant is not disputing the contents of the report and any provided statement does not alter the suitability determination, an adverse action letter will be issued providing the applicant information on the final determination made by MH along with any legal notices required.
  - All suitability determinations will be documented in compliance with all requirements set forth in 935 CMR 500 et seq. and guidance provided by the CNB.
  - Background screening will be conducted by an investigative firm holding the National Association of Professional Background Screeners (NAPBS®) Background Screening

Credentialing Council (BSCC) accreditation and capable of performing the searches required by the regulations and guidance provided by the CNB.

- References provided by the agent will be verified at the time of hire.
- As deemed necessary, individuals in key positions with unique and sensitive access (e.g. members of the executive management team) will undergo additional screening, which may include interviews with prior employers or colleagues.
- As a condition of their continued employment, agents, volunteers, contractors, and subcontractors are required to renew their Program ID cards annually and submit to other background screening as may be required by MH or the CNB.

## **Record Keeping Procedures**

### **General Overview**

Metro Harvest, Inc. (“MH”) has established policies regarding recordkeeping and record-retention in order to ensure the maintenance, safe keeping, and accessibility of critical documents. Electronic and wet signatures are accepted forms of execution of MH documents. Records will be stored at MH in a locked room designated for record retention. All written records will be available for inspection by the CNB upon request.

### **Record Keeping**

To ensure that MH is keeping and retaining all records as noted in this policy, reviewing Corporate Records, Business Records, and Personnel Records to ensure completeness, accuracy, and timeliness of such documents will occur as part of MH’s quarter-end closing procedures. In addition, MH’s operating procedures will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis.

- **Corporate Records**: are defined as those records that require, at a minimum, annual reviews, updates, and renewals, including:
  - Insurance Coverage:
    - Directors & Officers Policy
    - Product Liability Policy
    - General Liability Policy
    - Umbrella Policy
    - Workers Compensation Policy
    - Employer Professional Liability Policy
  - Third-Party Laboratory Contracts
  - CNB Requirements:
    - Annual Agent Registration
    - Annual Marijuana Establishment Registration
  - Local Compliance:
    - Certificate of Occupancy
    - Special Permits
    - Variances
    - Site Plan Approvals
    - As-Built Drawings
  - Corporate Governance:
    - Annual Report
    - Secretary of State Filings
    - Board of Directors Meetings
    - Minutes from Board of Directors Meetings

- Business Records: Records that require ongoing maintenance and updates. These records can be electronic or hard copy (preferably electronic) and at minimum include:
  - Assets and liabilities;
  - Monetary transactions;
  - Books of accounts, which will include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - Sales records including the quantity, form, and cost of marijuana products;
  - Salary and wages paid to each agent, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with MH, including members of the non-profit corporation, if any.
- Personnel Records: At a minimum will include:
  - Job descriptions for each agent and volunteer position, as well as organizational charts consistent with the job descriptions;
  - A personnel record for each dispensary agent. Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with MH and will include, at a minimum, the following:
    - All materials submitted to the CNB pursuant to 935 CMR 500.030(2);
    - Documentation of verification of references;
    - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
    - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
    - Documentation of periodic performance evaluations; and
    - A record of any disciplinary action taken.
    - Notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - Personnel policies and procedures; and
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Handling and Testing of Marijuana Records
  - MH will maintain the results of all testing for a minimum of one (1) year.
- Inventory Records
  - The record of each inventory will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the agents who conducted the inventory.
- Seed-to-Sale Tracking Records



- MH will use METRC and Leaf Logix to maintain real-time inventory. METRC and Leaf Logix inventory reporting meets the requirements specified by the CNB and 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Inventory records will include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- Incident Reporting Records
  - Within ten (10) calendar days, MH will provide written notice to the CNB of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and CNB were notified within twenty-four (24) hours of discovering the breach, and any other relevant information. Reports, and supporting documents, including photos and surveillance video related to a reportable incident will be maintained by MH for no less than one year or the duration of an open investigation, whichever is longer, and made available to the CNB and law enforcement authorities upon request.
- Visitor Records
  - A visitor sign-in and sign-out record will be maintained at the security office. The record will include the visitor's name, address, organization or firm, date, time in and out, and the name of the authorized agent who will be escorting the visitor.
- Waste Disposal Records
  - When marijuana or marijuana products are disposed of, MH will create and maintain a written record of the date, the type and quantity disposed of or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment agents present during the disposal or handling, with their signatures. MH will keep disposal records for at least three (3) years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the CNB.
- Security Records
  - A current list of authorized agents and service personnel that have access to the surveillance room will be available to the CNB upon request.
  - Twenty-four (24) hour recordings from all video cameras that are available for immediate viewing by the CNB upon request and that are retained for at least ninety (90) calendar days.
- Transportation Records

- MH will retain all shipping manifests for a minimum of one (1) year and make them available to the CNB upon request.
- Agent Training Records
  - Documentation of all required training, including training regarding privacy and confidentiality requirements, and a signed statement of the individual indicating the date, time, and place he or she received the training, the topics discussed and the name and title of the presenter(s).
- Closure
  - In the event MH closes, all records will be kept for at least two (2) years at MH's expense in a form (electronic, hard copies, etc.) and location acceptable to the CNB. In addition, MH will communicate with the CNB during the closure process and accommodate any additional requests the CNB or other agencies may have.
- Written Operating Policies and Procedures: Policies and Procedures related to MH's operations will be updated on an ongoing basis as needed and undergo a review by the executive management team on an annual basis. Policies and Procedures will include the following:
  - Security measures in compliance with 935 CMR 500.110;
  - Agent security policies, including personal safety and crime prevention techniques;
  - A description of MH's hours of operation and after-hours contact information, which will be provided to the CNB, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - Storage of marijuana in compliance with 935 CMR 500.105(11);
  - Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be dispensed;
  - Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.160;
  - Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
  - A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
  - Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
  - Alcohol, smoke, and drug-free workplace policies;
  - A plan describing how confidential information will be maintained;
  - Policy for the immediate dismissal of any dispensary agent who has:
    - Diverted marijuana, which will be reported the Police Department and to the CNB;
    - Engaged in unsafe practices with regard to MH operations, which will be reported to the CNB; or

- Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- A list of all board members and executives of MH, and members, if any, of the licensee must be made available upon request by any individual. 935 CMR 500.105(1)(m) requirement may be fulfilled by placing this information on MH's website.
- Policies and procedures for the handling of cash on MH premises including but not limited to storage, collection frequency and transport to financial institution(s).
- Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- Policies and procedures for energy efficiency and conservation that shall include:
  - Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

#### Record-Retention

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

## **Maintaining of Financial Records**

Metro Harvest, Inc.'s ("MH") operating policies and procedures ensure financial records are accurate and maintained in compliance with the CNB's Adult Use of Marijuana regulations (935 CMR 500). Financial records maintenance measures include policies and procedures requiring that:

- Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction, provided however, the CNB may access this information to carry out its official duties.
- All record keeping requirements under 935 CMR 500.105(9) are followed, including:
  - Keeping written business records, available for inspection, and in accordance with generally accepted accounting principles, which shall include manual or computerized records of:
    - Assets and liabilities;
    - Monetary transactions;
    - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
    - Sales records including the quantity, form, and cost of marijuana products; and
    - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a marijuana establishment, including members of the nonprofit corporation, if any.
- All sales recording requirements under 935 CMR 500.140(6) are followed, including:
  - Utilizing a point-of-sale (POS) system approved by the CNB, in consultation with the DOR, and a sales recording module approved by DOR;
  - Conducting a monthly analysis of its equipment and sales data, and maintaining records, available to the CNB upon request, that the monthly analysis has been performed;
  - Complying with 830 CMR 62C.25.1: *Record Retention* and DOR Directive 16-1 regarding recordkeeping requirements;
  - Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales;
  - Maintaining such records that would allow for the CNB and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500; and
  - If co-located with a medical marijuana treatment center, maintaining and providing the CNB on a biannual basis accurate sales data collected by the

licensee during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

- Additional written business records will be kept, including, but not limited to, records of:
  - Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);
  - Fees paid under 935 CMR 500.005 or any other section of the CNB's regulations; and
  - Fines or penalties, if any, paid under 935 CMR 500.550 or any other section of the CNB's regulations.

## **Qualifications and Training**

Metro Harvest, Inc. (“MH”) will ensure that all employees hired to work at a MH facility will be qualified to work as a Marijuana Establishment Agent and properly trained to serve in their respective roles in a compliant manner.

### **Qualifications**

In accordance with 935 CMR 500.030, a candidate for employment as a Marijuana Establishment Agent must be 21-years of age or older. In addition, the candidate cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.

MH will also ensure that its employees are suitable for registration consistent with the provisions of 935 CMR 500.802 and depending on their position. In the event that MH discovers any of its agents are not suitable for registration as a Marijuana Establishment Agent, the agent’s employment will be terminated, and MH will notify the CNB within one (1) business day that the agent is no longer associated with the establishment.

### **Training**

As required by 935 CMR 500.105(2), and prior to performing job functions, each of MH’s agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent’s job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually.

On or after July 1, 2019, all of MH’s current owners, managers, and employees will have attended and successfully completed a Responsible Vendor Program operated by an education provider accredited by the CNB to provide the annual minimum of two hours of responsible vendor training to Marijuana Establishment Agents. MH’s new, non-administrative employees will complete the Responsible Vendor Program within 90 days of the date they are hired. MH’s owners, managers, and employees will then successfully complete the program once every year thereafter. MH will also encourage administrative employees who do not handle or sell marijuana to take the “responsible vendor” program on a voluntary basis to help ensure compliance. MH’s records of responsible vendor training program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the CNB and any other state licensing authority upon request.

As part of the Responsible Vendor program, MH’s agents will receive training on a variety of topics relevant to Marijuana Establishment operations, including but not limited to the following:

1. Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
2. Best practices for diversion prevention and prevention of sales to minors;
3. Compliance with tracking requirements;
4. Acceptable forms of identification, including verification of valid photo identification and medical marijuana registration and confiscation of fraudulent identifications; and
5. Other significant state laws and rules affecting operators, such as:
  - Local and state licensing and enforcement;
  - Incident and notification requirements;
  - Administrative and criminal liability and license sanctions and court sanctions;
  - Waste disposal and health and safety standards;
  - Patrons prohibited from bringing marijuana onto licensed premises;
  - Permitted hours of sale and conduct of establishment;
  - Permitting inspections by state and local licensing and enforcement authorities;
  - Licensee responsibilities for activities occurring within licensed premises;
  - Maintenance of records and privacy issues; and
  - Prohibited purchases and practices.
6. Such other areas of training determined by the CNB to be included.

## **DIVERSITY PLAN**

### **Overview**

Metro Harvest, Inc. (“Metro Harvest”) is dedicated to promoting equity in its operations for diverse populations, which the Commission has identified as the following:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People of all gender identities and sexual orientations.

To support such populations, Metro Harvest has created the following Diversity Plan (the “Plan”) and has identified and created goals/programs to promote equity in Metro Harvest’ operations.

### **Goals**

In order for Metro Harvest to promote equity for the above-listed groups in its operations, Metro Harvest has established the following goals:

1. Hiring the following percentage of individuals falling into the above-listed demographics working in the establishment:
  - a. 20% women;
  - b. 20% minorities;
  - c. 20% veterans;
  - d. 5% persons with disabilities; and
  - e. 10% LGBTQ+

### **Programs**

Metro Harvest has developed specific programs to effectuate its stated goals to promote diversity and equity in its operations, which will include the following:

1. Participating in at least one (1) career fair per year in in the communities of Fall River and/or New Bedford; and
2. Advertising employment opportunities (as they become available) in diverse online publications, including Diversity.com and/or PDN Recruits.

### **Measurements**

The HR Director will administer the Plan and will be responsible for developing measurable outcomes to ensure Metro Harvest continues to meet its commitments. Such measurable outcomes, in accordance with Metro Harvest’ goals and programs described above, include:

- The number of and location of any career fairs that Metro Harvest hosts and participates in, including documentation of all resumes received as a result of such career fairs;
- The number of employment opportunities advertised in diverse publications, job boards or other media, including documentation of all resumes received as a result of such advertisements; and
- 20% women, 20% minorities, 20% veterans, 5% persons with disabilities; and 10% LGBTQ+ individuals hired and retained for a period of at least six months as a result of



Metro Harvest' career fairs and advertising in the online publications cited in the programs.

Beginning upon the Commission's approval of this amended Plan, Metro Harvest will utilize the proposed measurements to assess its Plan and will account for demonstrating proof of success or progress of the Plan upon the yearly renewal of the license. The HR Director will review and evaluate Metro Harvest' measurable outcomes no less than twice annually to ensure that Metro Harvest is meeting its commitments. Metro Harvest is mindful that demonstration of the Plan's progress and success will be submitted to the Commission upon renewal.

#### Acknowledgements

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