



# Massachusetts Cannabis Control Commission

## Marijuana Delivery Operator

### General Information:

License Number: MD1272  
Original Issued Date: 01/20/2022  
Issued Date: 01/20/2022  
Expiration Date: 01/20/2023

## MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification  
Number:

## ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Alchemy League, Inc

Phone Number: 857-492-1916 Email Address: alchemyleague@gmail.com

Business Address 1: 12 Marcella St	Business Address 2:
Business City: Boston	Business State: MA Business Zip Code: 02119
Mailing Address 1: 12 Marcella St	Mailing Address 2:
Mailing City: Boston	Mailing State: MA Mailing Zip Code: 02119

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Minority-Owned Business

## SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: EE201940

## ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

## PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100	Percentage Of Control:
	100
Role: Owner / Partner	Other Role:
First Name: Leah	Middle Name: Last Name: Daniels Suffix:
Gender: Female	User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French), Black or African American (of African Descent, African American, Nigerian, Jamaican, Ethiopian, Haitian, Somali)

Specify Race or Ethnicity:

Date generated: 02/01/2022

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### ENTITIES HAVING DIRECT OR INDIRECT CONTROL

#### Entity with Direct or Indirect Authority 1

Percentage of Control: 100      Percentage of Ownership: 100

Entity Legal Name: Alchemy League      Entity DBA:      DBA City:

Entity Description: Alchemy League Inc

Entity Website: alchemyleague.com

Foreign Subsidiary Narrative:

Relationship Description: Leah Daniels 100% owner and equity

Jacinth Cooke is my wife and has no control in my organization

### CAPITAL RESOURCES - INDIVIDUALS

No records found

### CAPITAL RESOURCES - ENTITIES

No records found

### BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

### DISCLOSURE OF INDIVIDUAL INTERESTS

#### Individual 1

First Name: Leah      Last Name: Daniels      Suffix:

Marijuana Establishment Name: Alchemy League      Business Type: Marijuana Retailer

Marijuana Establishment City: Holyoke      Marijuana Establishment State: MA

### MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 15 Main St      Establishment Address 2:

Establishment City: Holyoke      Establishment Zip Code: 01040

Approximate square footage of the establishment: 2500      How many abutters does this property have?: 6

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

### HOST COMMUNITY INFORMATION

#### Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	HCA - Alchemy League - 15 Main Street, Holyoke signed by mayor.pdf	pdf	6112ba5d7671e237b2f05243	08/10/2021
Plan to Remain Compliant with Local Zoning	holyoke zoning compliance.pdf	pdf	6112ba763ae71f37c4741172	08/10/2021
Community Outreach Meeting Documentation	HCA Certification - Alchemy League - 15 Main St signed by the mayor.pdf	pdf	6112ba8b8a09343989a1b826	08/10/2021
Community Outreach Meeting Documentation	exhibit B.pdf	pdf	6112bae03ae71f37c474117a	08/10/2021
Community Outreach Meeting Documentation	attestation form.pdf	pdf	6140d113e014b807395c9733	09/14/2021
Community Outreach Meeting Documentation	abbutters document.pdf	pdf	6140d1598aea4607aa2b0c39	09/14/2021

Community Outreach Meeting Documentation	outreach document A.pdf	pdf	6140d2f623f64d075365205d	09/14/2021
Community Outreach Meeting Documentation	abbutters document.pdf	pdf	6140d342d905310789ae610e	09/14/2021
Plan to Remain Compliant with Local Zoning	Plan to remain compliant.pdf	pdf	6140d353b9f60d076b8d85be	09/14/2021
Community Outreach Meeting Documentation	exhibit B.pdf	pdf	615ce60753eb05681e9cf1e4	10/05/2021
Plan to Remain Compliant with Local Zoning	Alchemy League Inc zoning compliance.pdf	pdf	615ce7b953eb05681e9cf1e8	10/05/2021
Community Outreach Meeting Documentation	HOST COMMUNITY INFORMATION attendance document.pdf	pdf	61703b07ec8df66851061d0f	10/20/2021

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	positive impact holyoke.pdf	pdf	6112baf72db7037f432c868	08/10/2021
Plan for Positive Impact	positive impact holyoke (1).pdf	pdf	6140d43d3e10be075d4af701	09/14/2021

#### INDIVIDUAL BACKGROUND INFORMATION

##### Individual Background Information 1

Role: Owner / Partner      Other Role: Owner

First Name: Leah      Last Name: Daniels      Suffix:

RMD Association: RMD Owner

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	dept of unemployment letter.pdf	pdf	6112bec0029a6837bd7134b8	08/10/2021
Department of Unemployment Assistance - Certificate of Good standing	cert of good standing unemployment 102020.pdf	pdf	6112bececcced39822bb616	08/10/2021
Secretary of Commonwealth - Certificate of Good Standing	certificate of good standing 10302020.pdf	pdf	6112beea67158339c0ec4db0	08/10/2021
Department of Revenue - Certificate of Good standing	certificate of good standing 2018.pdf	pdf	6112bf3d1cef2b37e5f4a9b7	08/10/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	articles of organization 2018.pdf	pdf	6112bf518a09343989a1b862	08/10/2021
Bylaws	bylaws.pdf	pdf	6112bf59bde213399f81098c	08/10/2021

Massachusetts Business Identification Number: 001313966

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Proposed Timeline	time line.pdf	pdf	60b3bed01c4d833622ce82d3	05/30/2021
Plan for Liability Insurance	insurance plan.pdf	pdf	60b3bf01384f2636315c5438	05/30/2021
Business Plan	busines plan.pdf	pdf	60b3bf22d96e5535e0394a43	05/30/2021
Plan for Liability Insurance	final addition to the quotePlan to Obtain Liability Insurance revised explanation.pdf	pdf	60c4d23e1daf99210f8e8d15	06/12/2021
Proposed Timeline	Time line updated.pdf	pdf	6140d5880b068e073262ef81	09/14/2021
Proposed Timeline	Time line MDA1272 - RFI 2.pdf	pdf	615ce80c734f4a69091d00e2	10/05/2021

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	security plan.pdf	pdf	60b3bf7386c10c3617e66a0b	05/30/2021
Prevention of diversion	prevention and diversion.pdf	pdf	60b3bfd4ff799435f638200a	05/30/2021
Storage of marijuana	storage plan.pdf	pdf	60b3c011bcb5a361790f87f	05/30/2021
Transportation of marijuana	transportation plan.pdf	pdf	60b3c048b6e664362922f3c5	05/30/2021
Inventory procedures	inventory plan.pdf	pdf	60b3c07347412a35e7f0061e	05/30/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	delivery Plan.pdf	pdf	60b3c0e3b6e664362922f3c9	05/30/2021
Quality control and testing procedures	quality control and testing.pdf	pdf	60b3c139384f2636315c543f	05/30/2021
Dispensing procedures	Dispensing Plan.pdf	pdf	60b3c17cd96e5535e0394a4f	05/30/2021
Record-keeping procedures	Record Keeping Plan.pdf	pdf	60b3c1e4bcb5a361790f88b	05/30/2021
Maintenance of financial records	maintance financial plan.pdf	pdf	60b3c215b6e664362922f3d0	05/30/2021
Qualifications and training	qulifications and training plan.pdf	pdf	60b3c2522f000f35f656131e	05/30/2021
Energy Compliance Plan	Policies and procedures for energy efficiency and conservation500.105.pdf	pdf	60b3c990384f2636315c544e	05/30/2021
A detailed plan for White Labeling	White Labeling Plan.pdf	pdf	60b3c9a3e03d9635ef5bd95b	05/30/2021



Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Final Delivery -Transportation Plan revised 61021.pdf	pdf	60c4d27f0e03aa2187d96f46	06/12/2021
Security plan	Final Security Plan revised 61021-converted (1).pdf	pdf	60c4d2a4bf6e082134bc94e7	06/12/2021
Transportation of marijuana	Final transportation and delivery revised (2)) 61021-converted.pdf	pdf	60c4d2d6307f65213f0c93c0	06/12/2021
Qualifications and training	Qualifications and training revised 61021.pdf	pdf	60c4d30c7e34cf21bec1498f	06/12/2021
Energy Compliance Plan	final Policies and procedures for energy efficiency and conservation revised 61021.pdf	pdf	60c4d401839da0211ee1f6a4	06/12/2021
Personnel policies	personell policies currier revised 6-30-21.pdf	pdf	60ddcf8b629ad9037af1dad5	07/01/2021
A plan to obtain marijuana and marijuana products	final for obtaining marijuana 6-30.pdf	pdf	60ddcf9c23f3f9033f373dad	07/01/2021
Diversity plan	Alchemy League Diversity Plan - MDA1272 final (1) (1)RFI2 Final .pdf	pdf	615ce8ba92505868ec6692d5	10/05/2021

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

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

#### ATTESTATIONS

I certify that no additional entities or individuals meeting the requirement set forth in 935 CMR 500.101 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 Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

I Agree

Notification:

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

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

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

**AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER**

No records found

**THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION**

No documents uploaded

**HOST COMMUNITY AGREEMENT  
ADULT USE MARIJUANA ESTABLISHMENT  
LICENSE CLASSES: MME-MMD-RMRE-MTF**

Upon execution by all parties, this HOST COMMUNITY AGREEMENT (the "Agreement") shall be effective as of the date signed by all parties, by and between the **CITY OF HOLYOKE** (the "CITY"), a municipal corporation with principal offices at 536 Dwight Street, Holyoke, Massachusetts 01040, acting by and through the Mayor, and **Alchemy League, Inc.** whose principal office is located at **12 Marcella St. - Boston - Ma. 02119** (the "OPERATOR").

**WHEREAS**, the OPERATOR proposes to locate an Adult Use Marijuana Establishment at **15 Main St-Holyoke-Ma-01040** (the "Establishment") in the CITY in accordance with regulations issued by the Massachusetts Cannabis Control Commission (the "CCC");

**WHEREAS**, the obligations of the OPERATOR set forth herein are specifically contingent on the OPERATOR being granted one or more Final Licenses from the CCC to operate the Establishment in the CITY (the "License") and on acquiring all required local permits and approvals; and

**WHEREAS**, the parties intend hereby to stipulate conditions and responsibilities between the CITY and the OPERATOR not covered by local zoning approval processes or CCC licensing requirements;

**NOW, THEREFORE**, in consideration of the above and in accordance with G.L. c. 94G, § 3(d), the Operator offers and the CITY accepts the Agreement as follows:

1. **Impact.** The purpose of this Agreement is to assist the CITY in addressing Community Impacts directly proportional and reasonably related to the OPERATOR. "Community Impacts" means, collectively, the following potential and actual impacts to the CITY directly related to or resulting from the construction and operation of the Establishment such as: (i) increased use of CITY services; (ii) increased use of CITY infrastructure; (iii) the need for additional CITY infrastructure, employees and equipment; (iv) increased traffic and traffic congestion; (v) increased air, noise, light and water pollution; (vi) issues related to public safety and addictive behavior; (vii) loss of CITY revenue from displacement of current businesses; (viii) issues related to education and housing; (ix) quality of life; and (x) costs related to mitigating other impacts to the CITY and its residents.
2. **Impact Fee.** In the event that the OPERATOR obtains one or more Final Licenses from the CCC and receives any and all necessary and required permits and licenses issuable by the CITY, which said permits and/or licenses allow the OPERATOR to locate, occupy, and operate one or more Adult Use Marijuana Establishments in the CITY, then the OPERATOR agrees to pay the CITY a Host Community Fee according to the following terms:
  - The OPERATOR shall pay the CITY a percentage of gross revenue from all of the OPERATOR's operations in the CITY in accordance with the following schedule:

- Three percent (3%) of gross revenue from all of the OPERATOR's operations in the CITY during each full Calendar Year of operations for the term of this Agreement;
  - Gross Revenue shall include the revenue from production, sales, operations, or services in the CITY pursuant to the License, to the maximum extent permitted under G.L. c. 94G, § 3(d), regardless of whether those products contain, or facilitate the use, inhalation, or ingestion of, medical marijuana.
  - The calculation of Gross Revenue shall not include: (i) revenue from operations covered under any other Host Community Agreement between the OPERATOR and the City of Holyoke, and (ii) transactions and transfers, within the City of Holyoke, between the Establishment and any other Adult Use Marijuana Establishment operated by the OPERATOR.
  - The OPERATOR shall, within sixty (60) days from the close of the calendar year, submit a report to the CITY certifying the gross revenue for the preceding calendar year, in addition to any seed-to-sale tracking records required to be reported to the CCC under 935 CMR 500.105(8)(e) & .105(9)(c). The report shall specify the Host Community Fee as calculated under this section and shall be prepared by Certified Public Accountant in accordance with generally accepted accounting principles ("GAAP").
  - Annual payments shall be due and payable no later than ninety (90) days from the close of the calendar year.
  - In addition to the above referenced report to the CITY certifying gross revenue, the OPERATOR shall provide the CITY with an annual report detailing the following information for the preceding Calendar Year: (i) the total number of the OPERATOR's transactions in the CITY (provided same is not a privacy violation); (ii) descriptions of any incidents on-site at the Establishment operated within the CITY that required a public safety response; and (iii) other such information reasonably requested by the CITY.
3. **Impact Fund.** The CITY shall use the above-referenced payments in its sole discretion consistent with the purpose of this Agreement and in accordance with G.L. c. 94G, § 3.
  4. **Taxation.** At all times during the term of this Agreement, real property owned or operated by the OPERATOR shall be treated as taxable, and all applicable real estate and property taxes for that property shall be current and paid either directly by the OPERATOR or by its landlord. The OPERATOR shall not challenge the taxability of such property and shall not submit any applications for any statutory exemption from such taxes.
  5. **Abatement.** Notwithstanding Paragraph 2 above: (a) if real property owned or operated by the OPERATOR is determined to be exempt for taxation or partially exempt, or (b) if the value of such property is abated with the effect of reducing or eliminating the tax which would otherwise be paid if assessed at full, fair market value,

then the OPERATOR shall pay to the CITY an amount which, when added to the taxes, if any, paid on such property, shall be equal to the taxes which would have been payable on such property at full assessed, fair market value and at the otherwise applicable tax rate, if there had been no abatement or exemption. The payment described in this Paragraph 3 shall be in addition to the payments made by the OPERATOR under Paragraph 1 of this Agreement.

6. **Payment in Lieu of Taxation.** In the event that the OPERATOR becomes eligible for status as a charitable organization and a related decrease or elimination of real property taxes, and tax revenue from the OPERATOR's location in the CITY is reduced or eliminated, the OPERATOR will make the assessed, fair market value tax payment directly to the CITY as an additional payment under this Agreement.
7. **Hiring Commitment.** The OPERATOR commits to make good faith efforts to hire qualified Holyoke residents whenever feasible for any employment opportunities that become available. Implementation of the Commitment shall include collaborating with MassHire Holyoke Career Center, Holyoke Works, Holyoke Community College, and other available resources within the City of Holyoke to train and/or recruit residents of Holyoke for all employment opportunities. Methods to recruit employees may include collaboration with local labor unions and other recruitment efforts, such as a neighborhood job fair, and posting of notices of opening at strategic locations, including notifying local community organizations about job opportunities. Upon commencing operations and within thirty (30) days of the start of the calendar year for each year this Agreement remains in effect, the OPERATOR will provide the CITY with an annual report for each previous year containing the following information: (1) the OPERATOR's employment level; (2) the number of Holyoke residents employed, and; (3) a description of the measures taken to fulfill this workforce hiring commitment.
8. **Public Safety Cooperation.** The OPERATOR shall comply with the conditions of any special permit issued by the City, including coordinating with the Holyoke Police Department (the "HPD") in the development and implementation of security measures, as required by the Commonwealth of Massachusetts, the CCC, and otherwise, including in determining the placement of exterior security cameras. The OPERATOR will maintain a cooperative relationship with the HPD, including but not limited to periodic meetings to review operational concerns and communication to the HPD of any suspicious activities on the site.
9. **Termination.** This Agreement shall terminate immediately at the time that any of the following occurs: the CITY notifies the OPERATOR of the CITY's termination of this Agreement for CAUSE as defined in this section; the OPERATOR or its assigns ceases to operate the Establishment in the CITY; or if the OPERATOR fails to make payments to the CITY as required under this Agreement and such failure remains uncured for ninety (90) days following written notice to the OPERATOR. CAUSE shall be defined as any instance in which the OPERATOR willfully or negligently violates any laws of the Commonwealth with respect to the operation of the Establishment, and such violation remains uncured for ninety (90) days following written notice to the OPERATOR.

10. **Binding Effect.** This Agreement is binding upon the parties hereto, their successors, assigns, and legal representatives. The Parties shall be prohibited from assigning, in whole or in part, any portion of this Agreement without the written consent of the other party which shall not be unreasonably withheld conditioned or delayed. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR and/or the successors, assigns, and legal representatives of the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations, unless otherwise required under the laws of the Commonwealth.
11. **Compliance.** The OPERATOR shall comply with all laws, rules, regulations and orders applicable to siting pursuant to this Agreement, such provisions being incorporated herein by reference, and shall be responsible for obtaining all necessary licenses, permits, and approvals required for the operation of the OPERATOR's facility. The terms of this Agreement do not supersede ordinances, regulations, and site plan approvals nor do they constitute compliance with any particular regulatory requirement other than the requirement that the OPERATOR enter into a Host Community Agreement with the City pursuant to G.L. c. 94G, § 3.
12. **Re-opener.** Should the CITY enter into a Host Community Agreement with any other Adult Use Marijuana Establishment within the same license class as the OPERATOR, as defined under 935 CMR 500.050(1)(d), for siting in the City of Holyoke at material terms more favorable to the OPERATOR of that establishment than the terms of this Agreement are to the OPERATOR of this Establishment, then this Agreement shall be modified to reflect those terms. However, in no event shall this Agreement be modified to provide for a minimum annual payment from the OPERATOR of less than three percent (3%) of gross revenue from all of the OPERATOR's operations. Upon the mutual-agreement of the CITY and the OPERATOR, this Agreement may be terminated at any time.
13. **Notices.** Any and all notices, or other communications required or permitted under this Agreement shall be in writing and delivered postage prepaid mail, return receipt requested; by hand; by overnight delivery service; or by other reputable delivery services, to the Parties at the addresses set forth on the first page of this Agreement or furnished from time to time in writing hereafter by one party to the other party. Any such notices or correspondence shall be deemed given when so delivered by hand, if so mailed, when deposited with the USPS or, if sent by private overnight or other delivery service, when deposited with such delivery service.
14. **Severability.** If any term or condition of this Agreement or any application thereof shall to any extent be held invalid, illegal, or unenforceable, then the validity, legality, and enforceability of the remaining terms and conditions of this Agreement shall not be deemed affected thereby unless one or both of the Parties would be substantially or materially prejudiced.
15. **Choice of Law.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts.

16. **Accounting.** The OPERATOR shall maintain its books, financial records, and other compilations of data pertaining to the requirements of this Agreement in accordance with standard GAAP and all applicable guidelines of the CCC. All records shall be kept for a period of at least seven (7) years.
17. **Integration.** This Agreement, including all documents incorporated therein by reference, constitutes the entire integrated agreement between the parties with respect to the matters described. This Agreement supersedes all prior agreements, negotiation and representations, either written or oral and it shall not be modified or amended except by a written document executed by the Parties hereto.
18. **Term.** Except as may otherwise be provided herein, this Agreement shall be in effect for a period of FIVE (5) YEARS from the Effective Date (the "Expiration Date"), except as may otherwise be provided herein. In the event the OPERATOR does not commence operations of the Establishment within the CITY, then this Agreement shall automatically terminate, become void and be of no further force or affect as to either party. For such time as the OPERATOR continues operations within the city, the Parties agree to negotiate a successor Host Community Agreement upon expiration of this agreement. In the event the OPERATOR ceases operations in the CITY prior to Expiration Date, this Agreement shall terminate on such date the OPERATOR ceases operations. Payments due for that Calendar Year shall be prorated based on the number of days of operation during that quarter. The OPERATOR shall not be required to cease operations upon the Expiration Date of this Agreement unless for CAUSE as defined in Paragraph 10.
19. **Responding to the CCC.** If contacted by the CCC, the City shall promptly provide any information requested concerning the OPERATOR, including confirmation that the site of the Establishment is in a zoning district for which the operation is a permissible use, although a special permit shall be required before operations may commence.
20. **License Renewal.** Upon the request of the OPERATOR in connection with the renewal of its License, the City shall cooperate with and support the OPERATOR's obligation to provide an accounting of the financial benefits accruing to the CITY under this Agreement, as required by 935 CMR 500.103(4)(d).

## **XII. OPERATOR INFORMATION**

1. The Provider or vendor's Name: Alchemy League Inc.
2. Contact Person: Leah Daniels
3. Telephone: 857-492-1916
4. E-mail: Alchemyleague@gmail.com

IN WITNESS WHEREOF, the CITY OF HOLYOKE and OPERATOR, have executed this Agreement as a sealed instrument as of the day and year the same is signed by all parties hereto, on the latest date noted below.

**OPERATOR:**


Printed Name: Leah Daniels

Signature: 

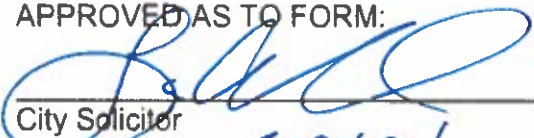
Title: Founder

Date signed: 5-18-21

**CITY OF HOLYOKE:**

  
Terence Murphy, Acting Mayor  
Date signed: 5/24/21

**APPROVED AS TO FORM:**

  
City Solicitor  
Date signed: 5-24-21



Alchemy League Inc. Plan to Remain Compliant with Local Zoning Overview Alchemy League is proposing Cannabis retailer at 1 Cabot St Holyoke Ma. This property is in the IG zone located Holyoke, Ma. Holyoke Zoning Bylaws Status Marijuana sales and cultivation are allowed in a IG zone located in Holyoke.. Alchemy League Compliance with Holyoke Zoning Bylaw 1. Alchemy League proposed Cannabis Retailer location has been cleared by the town as a compliant location – this was required to obtain a Host Community Agreement. 3. Alchemy League will operate a Cannabis Retailer Recreational/Medical/Cultivation /manufacturing facility Plan to remain Compliant Alchemy has a good relationship with the city; we will work with the Town of Holyoke to adhere to all aspects of the zoning bylaws pertaining to my operating our cannabis Retail business.. Alchemy plans to open its first MTC/Retail dispensary in Holyoke, Massachusetts and is aware of the local codes, ordinances, and process to apply for a marijuana business in Holyoke as included in the City of Holyoke Zoning Ordinance. Alchemy League has communicated with local officials from the Holyoke Mayor's Office and Economic Development Department regarding the local licensing requirements. Alchemy League is in the process of completing all required forms, applications and steps to ensure compliance.

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

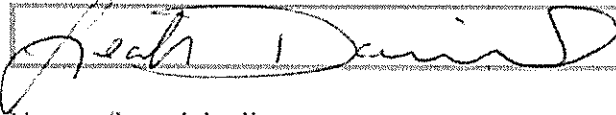
1. Name of applicant:

Alchemy League

2. Name of applicant's authorized representative:

Leah Daniels

3. Signature of applicant's authorized representative:



4. Name of municipality:

Holyoke, MA

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

Holyoke, MA



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

Terence Murphy

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

murphyt@holyoke.org

8. Host community agreement execution date:

05-24-2021

\$164.59 / Community Outreach / Holyoke Sun 4.30

**COMMUNITY OUTREACH  
MEETING**

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment Medical Treatment Center & Recreational Dispensary, Cultivation & Manufacturing is scheduled for **Tuesday, May 18, 2021 from 6:30 p.m.**, at the 15 Main Street, Holyoke, MA 01040. The proposed Marijuana Establishment is anticipated to be located at 15 Main Street, Holyoke, and is potentially seeking licenses for cultivation. Community members and the public are welcome. There will be an opportunity for the public to ask questions and receive answers from representatives of the proposed Marijuana Establishment. 8/20/21.

The Virtual community Outreach Meeting via Zoom can be joined by visiting the following URL. Participants may choose to attend the meeting either online or

by telephone. The virtual Community outreach Meeting via Zoom is available using the following link:

**Join Zoom Meeting**

<https://us02web.zoom.us/j/82074310435>

**Meeting ID:** 820 7431 0435

**Passcode:**

**One tap mobile**

+16465588656,,82074310435# US (New York)

+13017158592,,82074310435# US (Washington DC)

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+1 312 626 6799 US (Chicago)

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

**Meeting ID:** 820 7431 0435

**Find your local number:**  
<https://us02web.zoom.us/j/82074310435>

04/30/2021

## Community Outreach Meeting Attestation Form

### Instructions

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

### Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 5-18-2021
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

a. Date of publication: 4-30-2021

b. Name of publication: Holyoke Sun

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

a. Date notice filed: 4-30-2021

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

a. Date notice(s) mailed: 5-10-2021

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





Name of applicant:

Leah Daniels - Alchemy League

Name of applicant's authorized representative:

Leah Daniels

Signature of applicant's authorized representative:



7

"C"



MISSION HILL  
1575 TREMONT ST LBBY  
ROXBURY CROSSING, MA 02120-9998  
(800)275-8777

05/10/2021

03:02 PM

Product	Qty	Unit Price	Price
Barns	12	\$0.36	\$4.32

Grand Total: \$4.32

Debit Card Remitted \$4.32

Card Name: Debit Card  
Account #: XXXXXXXXXXXX8079  
Approval #: 630682  
Transaction #: 111  
Receipt #: 042769  
Debit Card Purchase: \$4.32

\*\*\*\*\*  
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increases and limited employee  
availability due to the impacts of  
COVID-19. We appreciate your patience.  
\*\*\*\*\*

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or call 1-800-410-7420.

UFN: 240096-0120  
Receipt #: 840-50200012-3-5674471-1  
Clerk: 06



6

" B "  
" A "

**COMMUNITY OUTREACH MEETING** Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment Medical Treatment Center & Recreational Dispensary, Cultivation & Manufacturing is scheduled for **Tuesday, May 18, 2021 from 6:30 p.m., at the 15 Main Street, Holyoke, MA 01040.** The proposed Marijuana Establishment is anticipated to be located at 15 Main Street, Holyoke, and is potentially seeking licenses for cultivation. Community members and the public are welcome. There will be an opportunity for the public to ask questions and receive answers from representatives of the proposed Marijuana Establishment. The Virtual community Outreach Meeting via Zoom can be joined by visiting the following URL. Participants may choose to attend the meeting either online or by telephone. The virtual Community outreach Meeting via Zoom is available using the following link: **Join Zoom Meeting**  
**<https://us02web.zoom.us/j/82074310435> Meeting ID: 820 7431 0435** Passcode: One tap mobile  
+16465588656,,820743104 35# US (New York)  
+13017158592,,820743104 35# US (Washington DC)  
Dial by your location +1 646 558 8656 US (New York)  
+1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) +1 669 900 9128 US (San Jose)  
+1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) Meeting ID: 820 7431 0435 Find your local number: <https://us02web.zoom.us/j/82074310435>

7

"C"



MISSION HILL  
1575 TREMONT ST LBBY  
ROXBURY CROSSING, MA 02120-9998  
(800)275-8777

05/10/2021

03:02 PM

Product	Qty	Unit Price	Price
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Debit Card Remitted \$4.32

Card Name: Debit Card  
Account #: XXXXXXXXXXXX8079  
Approval #: 630682  
Transaction #: 111  
Receipt #: 042769  
Debit Card Purchase: \$4.32

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increases and limited employee  
availability due to the impacts of  
COVID-19. We appreciate your patience.  
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UFN: 240096-0120  
Receipt #: 840-50200012-3-5674471-1  
Clerk: 06

8

## Alchemy League Inc. Plan to Remain Compliant with Local Zoning

Overview Alchemy League is proposing Cannabis retailer/medical/cultivation/manufacturing at 15 Main St Holyoke Ma. This property is in the IG zone located Holyoke, Ma. Holyoke Zoning Bylaws Status Marijuana sales and cultivation are allowed in a IG zone located in Holyoke.. Alchemy League Compliance with Holyoke Zoning Bylaw

1. Alchemy League proposed Cannabis Retailer location has been cleared by the town as a compliant location – this was required to obtain a Host Community Agreement.
2. Alchemy League will operate a Cannabis Retailer Recreational/Medical/Cultivation /manufacturing facility Plan to remain Compliant Alchemy has a good relationship with the city; we will work with the Town of Holyoke to adhere to all aspects of the zoning bylaws pertaining to my operating our cannabis Retail business..

Alchemy plans to open its first MTC/Retail dispensary in Holyoke, Massachusetts and is aware of the local codes, ordinances, and process to apply for a marijuana business in Holyoke as included in the City of Holyoke Zoning Ordinance. Alchemy League has communicated with local officials from the Holyoke Mayor's Office and Economic Development Department regarding the local licensing requirements. Alchemy League is in the process of completing all required forms, applications and steps to ensure compliance

8

Plan to remain compliant

Town/City of Holyoke  
Chief Executive Officer  
murphyt@holyoke.org  
willadaa@holyoke.org

RE: Alchemy League's application (RMDA3481) for a Medical Marijuana Treatment Center License

MUNICIPAL RESPONSE

The municipality affirms that entity listed above is:

(Please see attached for additional information)

- ☒ is in compliance with municipal bylaws or ordinances **AND** has executed a host community agreement with the municipality;
- ☐ is in compliance with municipal bylaws or ordinances **BUT** has **NOT** executed a host community agreement with the municipality; or
- ☐ is **NOT** in compliance with municipal bylaws or ordinances **AND** has **NOT** executed a host community agreement with the municipality

If the entity is **NOT** in compliance, please explain below or attach an addendum:

By signing this form, you represent that you are authorized to submit this response on behalf of the municipality.

Name: Terence Murphy

Position: Acting Mayor

Signature:

*Terence Murphy*

Date:

8/10/21

Please send this form back to the Commission, via email, to [licensing@cccmass.com](mailto:licensing@cccmass.com).

**PLEASE NOTE:** If the Commission does not receive a response from the municipality within 60 days of this notice, it will consider this notice requirement to be satisfied without any further action by the municipality or applicant.



## City of Holyoke

---

**Acting Mayor Terence Murphy**

RE: Additional information for municipal response regarding Alchemy League's application (RMDA3481) for a Medical Marijuana Treatment Center License

The applicant executed a Host Community Agreement for the following license classes: Marijuana manufacturing establishment, Medical marijuana dispensary, Recreational marijuana retail establishment, and a Marijuana testing facility. Holyoke ordinance requires that a Special Permit be obtained to establish and operate a marijuana facility. The applicant has initiated discussion on the Special Permit process, but no local permitting has been issued. The applicant is not out of compliance with local ordinances, has received a Host Community Agreement and permitting is available for the proposed location of the establishment.





1

B

Leah Daniels <alchemyleague@gmail.com>

## Host community agreement Certification form

Leah Daniels <alchemyleague@gmail.com>

To: John Lyjach <dyjachi@holyoke.org>

Cc: Aaron Vega <vegaa@holyoke.org>

Thu, May 13, 2021 at 1:28 PM

John, Aaron,

John,

Please see the offer to purchase 15 Main st. for my cannabis dispensary. Also please see the attached outreach meeting scheduled 5-18-2021, abutters letters and the receipt for payment of them being mailed. I have also filled out and signed the HCA.

We are looking forward to doing business in Holyoke very soon.

Leah

[Quoted text hidden]

### 5 attachments

- 15 Main st HCA signed 5-13-21.pdf  
541 K
- abutters postal receipt 5-18-21.pdf  
211 K
- mao geo-mailing-labels.pdf  
271 K
- community outreach 4.30 HS.pdf  
721 K
- Post card mailed to abbuters.pdf  
131 K



Leah Daniels <alchemyleague@gmail.com>

## Host community agreement Certification form

John Dyjach <dyjachj@holyoke.org>  
To: Leah Daniels <alchemyleague@gmail.com>  
Cc: Aaron Vega <vegaa@holyoke.org>

Fri, May 14, 2021 at 8:02 AM

Good morning Leah and very nice to hear from you. Hope all is well.

Following up on what you sent there are a few things to mention.

1) The offer to purchase referenced didn't appear to be in the email. Is it signed by the property owner agreeing to the purchase? Or is there something else documenting site control? City permitting requires that an applicant has site control and the right to use the property for a marijuana establishment. For reference, attached is the City's current marijuana facilities ordinance. The site control requirement is in Section 7.10.6.

2) The HCA you signed is an old version. An updated version to complete is attached and has some minor changes and includes Mayor Murphy.

3) Something we try to mention to anyone interested in leasing or buying a building is that they should be aware of the natural gas moratorium currently in place in Holyoke. Not sure if it applies to this property but at least you should be aware of it. More information is at <https://www.hged.com/customers/services/gas-service/natural-gas-moratorium/default.aspx>

Let me know if you would like to discuss any of this and I can give you a call.

Thank you,  
John

[Quoted text hidden]

### 2 attachments

Marijuana Ordinance.pdf  
10 K

Holyoke - Host Community Agreement 2021 (4-21).pdf  
32 K

Alchemy League Inc.

Plan to Remain Compliant with Local Zoning overview Alchemy League is proposing Cannabis retailer/medical/cultivation/manufacturing, Whole sale delivery, Currier- delivery and research at 15 Main St Holyoke Ma.

This property is in the IG zone located Holyoke, Ma.

Holyoke Zoning Bylaws Status Marijuana sales cultivation, manufacturing, delivery, research, are allowed in a IG zone located in Holyoke..

Alchemy League Compliance with Holyoke Zoning Bylaw

1. Alchemy League proposed Cannabis Retailer/Medical/**wholesale delivery**, Currier and research location has been cleared by the town as a compliant location

-this was required to obtain a Host Community Agreement.

2. Alchemy League will operate a Cannabis Retailer Recreational/Medical/Cultivation /manufacturing/**Wholesale delivery**/ currier-delivery facility Plans to remain Compliant Alchemy has a good relationship with the city;

we will work with the Town of Holyoke to adhere to all aspects of the zoning bylaws pertaining to my operating our cannabis Retail /Medical/Wholesale/Currier/ research business.. Alchemy plans to open its first MTC/Retail dispensary in Holyoke, Massachusetts and is aware of the local codes, ordinances, and process to apply for a marijuana business in Holyoke as included in the City of Holyoke Zoning Ordinance. Alchemy League has communicated with local officials from the Holyoke Mayor's Office and Economic Development Department regarding the local licensing requirements. Alchemy League is in the process of completing all required forms, applications and steps to ensure compliance



HOST COMMUNITY INFORMATION (COMMUNITY OUTREACH DOCUMENTATION -VIRTUAL MEETING)

935 CMR 500.101

When we conducted the in person HCA outreach meeting in 2018 (NO ONE ATTENDED)

When We conducted our HCA in 2020 via Virtual meeting (NO ONE ATTENDED)

When we conducted the meeting in 2021 via Virtual meeting ( NO ONE ATTENDED)

No one will ever attend these meetings in Holyoke, because the municipality has a designated zoning area for cannabis that is not open for discussion from the public. This formality required by the CCC, designed to inform the public is not applicable in this municipality. I have submitted the Municipality response to the CCC, stating that we are in full compliance with outreach, HCA, Location and licenses.

Please show me in the regulations where the number of attendances is a required measure to be determined before issuance of a provisional license. 935 CMR 501.100

Community Outreach Meeting Attestation and Documentation The purpose of the Community Outreach Meeting is to inform the public in the host community about the proposed ME or MTC, provide information, and answer the public's questions. It is strongly suggested that the Community Outreach Meeting be held prior to finalizing a Host Community 25 Agreement because the meeting is intended to help inform the Host Community Agreement process. Each applicant must conduct a Community Outreach Meeting that complies with the following:

In order to demonstrate compliance with this requirement, applicants must provide the following:

- A completed Community Outreach Meeting Attestation form available on the Commission's website. Please ensure to follow the instructions on the form;
- A copy of the notice in the publication that clearly shows the required information that was provided to the public, as well as, the name and date of the publication;
- A copy of the notice filed with the city or town clerk;
- A copy of the notice mailed to abutters. If the proposed ME or MTC will have locations in more than one (1) city or town, applicants must fulfill the Community Outreach Meeting requirements for each location.

*Leah Daniels*

Leah Daniels



Marijuana Establishment's plan to positively affect areas of disproportionate impact. 935 CMR 500.101(1)(a) (11) (required)

Alchemy League will positively affect areas of disproportionate impact, primarily by addressing the needs of and creating opportunities for those disproportionately impacted by marijuana prohibition and enforcement in or near locations in which Alchemy League opens retail marijuana establishments. While the company is currently headquartered in Roxbury, MA, which includes several census tracts that are considered areas of disproportionate impact, Alchemy League plans to open its first retail dispensary in Holyoke, MA, which is itself listed as an area of disproportionate impact by the Cannabis Control Commission. Alchemy's disproportionate impact plan for its first dispensary will target the Holyoke area.

### **Goals:**

1. Reduce barriers to entry in the commercial adult-use cannabis industry among those with previous drug convictions and those whose parents or spouses have drug convictions, other Economic Empowerment priority applicants and Social Equity Program participants in Holyoke and surrounding areas;
2. Provide mentoring, professional, and technical services for individuals and businesses in Holyoke and surrounding areas that face systemic barriers to entry and success in the cannabis industry due to their previous drug convictions and/or their status as economic empowerment or social equity program participants;

### **Programs**

1. **Hiring Preference**: Alchemy League will develop and implement a program to give hiring preference to individuals that have previous drug convictions, parents or spouses of those with drug convictions, and those who have been accepted into the Cannabis Control Commission Social Equity Program and are seeking entry level jobs in the cannabis industry. This program will target individuals in these categories who live in or are willing to consider employment in Holyoke. Alchemy League will identify members of these communities by sharing this information with organizations and institutions that serve members of such communities as well as seek information from the Cannabis Control Commission Social Equity Program regarding individuals who would be eligible to participate based on their enrollment in that program.

2. **Training and Business Incubation**: Alchemy League plans to develop and maintain a training space on site at the facility that will be used to provide training, including on-the-job-training as possible, and incubation for members of disproportionately affected groups such as those with prior drug convictions, those with parents or spouses with drug conviction, economic empowerment applicants and social equity applicants. Management training on a wide range of topics to promote business development and ongoing business success, including training on potential ancillary businesses, and mentorship from experts. Alchemy League will ensure that any benefits provided do not violate the Commission's regulations with respect to limitations on ownership and control.

### **Measurements:**

#### ***Hiring Preference Program***

1. Alchemy League will track the number of employees hired, retained or promoted that have a former drug conviction as well as those whose parents or spouses have drug convictions. **Metric: 1-2 employees in Year 1.**
2. Alchemy League will track the number of employees hired, retained, or promoted that come from Holyoke, which is a disproportionate impacted area. **Metric: 2-3 employees in Year 1.**
3. Alchemy League will track the number of individuals hired who are participants in the Commission's Social Equity Program. **Metric: 1-2 employees in Year 1.**
4. Alchemy League will track the number and types of jobs created that employ individuals in any of the three above categories. **Metric: 4-8 jobs in Year 1 in a variety of areas such as customer service, security, inventory management and IT, among others.**
5. Alchemy League will develop and implement an employee satisfaction survey to track and document the experiences of employees in this program and use the results for continuous improvement of the Hiring Preference Program. **Metric: 75% of employees complete survey.**

### ***Training and Business Incubation***

1. Alchemy League will track the number and subject matter of trainings offered and performed, and to whom. **Anticipated subject matters to be offered:**
  - a. Cannabis basic computer concepts and soft skills
  - b. Cannabis Business Compliance and Challenges
  - c. Introduction to the Cannabis Plant and Legal Industry
  - d. Skills-Based Training: Cultivation
  - e. Skills-based training: Retail
  - f. Opportunities for Ancillary Businesses

**Metrics: Each course will be offered two times per year for a total of 12 trainings**

2. Alchemy League will track the number of businesses that obtained training or assistance from the programs. **Metric: 5-10 businesses in Year 1**
3. Alchemy League will track the number of businesses or individuals participating in and successfully paired with the employer through the Commission's Social Equity Program. **Metric: 5 Social Equity Program participants in Year 1.**

**Measurement of Metrics:** Alchemy League will begin tracking the proposed metrics upon initial licensure and will document progress on each metric at least quarterly. Alchemy League will provide documentation of proof of progress and/or success in meeting the metrics to the Cannabis Control Commission upon the yearly renewal of a license.

### **Acknowledgements**

- ✓ Alchemy League 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 Alchemy League will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Marijuana Establishment's plan to positively affect areas of disproportionate impact. 935 CMR 500.101(1)(a) (11) (required)

Alchemy League will positively affect areas of disproportionate impact, primarily by addressing the needs of and creating opportunities for those disproportionately impacted by marijuana prohibition and enforcement in or near locations in which Alchemy League opens retail marijuana establishments. While the company is currently headquartered in Roxbury, MA, which includes several census tracts that are considered areas of disproportionate impact, Alchemy League plans to open its first retail dispensary in Holyoke, MA, which is itself listed as an area of disproportionate impact by the Cannabis Control Commission. Alchemy's disproportionate impact plan for its first dispensary will target the Holyoke area.

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### **Programs**

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2. **Training and Business Incubation:** Alchemy League plans to develop and maintain a training space on site at the facility that will be used to provide training, including on-the-job-training as possible, and incubation for members of disproportionately affected groups such as those with prior drug convictions, those with parents or spouses with drug conviction, economic empowerment applicants and social equity applicants. Management training on a wide range of topics to promote business development and ongoing business success, including training on potential ancillary businesses, and mentorship from experts. Alchemy League will ensure that any benefits provided do not violate the Commission's regulations with respect to limitations on ownership and control.

### **Measurements:**

### ***Hiring Preference Program***

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4. Alchemy League will track the number and types of jobs created that employ individuals in any of the three above categories. **Metric: 4-8 jobs in Year 1 in a variety of areas such as customer service, security, inventory management and IT, among others.**
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  - e. Skills-based training: Retail
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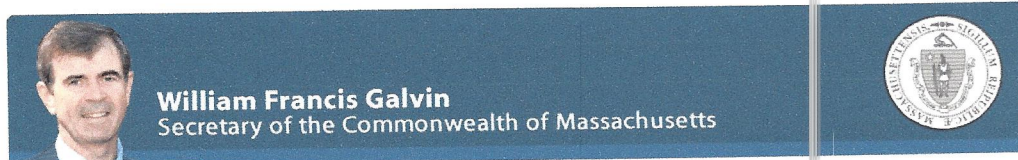
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### ***Acknowledgements***

- ✓ Alchemy League 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 Alchemy League will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

2/21/2018

Mass. Corporations Division, payment confirmation



## Corporations Division

### Payment Confirmation

Date: 2/21/2018

Confirmation date/time:	2/21/2018 8:49:07 AM
Confirmation number:	566736
Invoice number:	02000130105768054044681
Payment ID number:	5883879
Transaction ID number:	10576805
Transaction category:	Domestic Profit Corporation
Transaction type:	Articles of Organization
Entity name:	ALCHEMY LEAGUE, INC.

Filing fee:	\$250.00
Expedited service fee:	\$15.00
Total fee:	\$265.00


Your payment has been successfully processed. Your filing has been submitted and will be reviewed by the Corporations Division. If your submission is rejected for any reason, we will contact you immediately.

Note that for security reasons your payment credit card and/or bank information is processed at a secure website. The Secretary of the Commonwealth does not retain any payment information.

**E-check transactions require final approval from your bank. Such approval may take 7 to 10 business days. If the payment is returned, you will be billed for the transaction at that time.**

If you have any questions about your request, contact our office:

- phone: 617-727-9640
- email: [corpinfo@sec.state.ma.us](mailto:corpinfo@sec.state.ma.us)

	<b>The Commonwealth of Massachusetts</b> <b>William Francis Galvin</b> Secretary of the Commonwealth, Corporations Division One Ashburton Place, 17th floor Boston, MA 02108-1512 Telephone: (617) 727-9640	<b>Minimum Fee: \$250.00</b>

**Articles of Organization**

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

<b>Identification Number:</b> <i>(number will be assigned)</i>				
<b>ARTICLE I</b>				
The exact name of the corporation is:				
<u>Alchemy League, Inc.</u>				
<b>ARTICLE II</b>				
Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:				
<b>ARTICLE III</b>				
State the total number of shares and par value, if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.				
Class of Stock	Par Value Per Share Enter 0 if no Par	Total Authorized by Articles of Organization or Amendments <i>Num of Shares</i>	Total Issued and Outstanding <i>Num of Shares</i>	
CNP	\$0.00000	100	\$0.00	100
G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.				
<b>ARTICLE IV</b>				



2/21/2018

The Commonwealth of Massachusetts William Francis Galvin - Domestic Profit Corporation Filings

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

#### ARTICLE V

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

The Corporation retains right of first refusal on any stock sales.

#### ARTICLE VI

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

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

#### ARTICLE VII

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

Later Effective Date: Time:

#### ARTICLE VIII

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

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

Name: Leah M. Daniels

No. and Street: 12 Marcella St.

City or Town: Boston State: MA

Zip: 02119

Country: USA

**c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the**

2/21/2018

The Commonwealth of Massachusetts William Francis Galvin - Domestic Profit Corporation Filings

**same as the principal office location):**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
President	Leah M Daniels	12 Marcella St Boston, MA 02119 USA
Director	Leah M Daniels	12 Marcella St Boston, MA 02119 USA
Treasurer	Leah M Daniels	12 Marcella St Boston, MA 02119 USA
Secretary	Leah M Daniels	12 Marcella St Boston, MA 02119 USA

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

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

**f. The street address (post office boxes are not acceptable) of the principal office of the corporation:**  
No. and Street: 12 Marcella St.  
City or Town: Boston State: MA Zip: 02119 Country: USA

**g. Street address where the records of the corporation required to be kept in the Commonwealth are located (post office boxes are not acceptable):**  
No. and Street: 12 Marcella St.  
City or Town: Boston State: MA Zip: 02119 Country: USA  
which is  
☒ its principal office  
☐ an office of its secretary/assistant secretary  
☐ an office of its transfer agent  
☐ its registered office

**Filer's Contact Information**  
(Enter a contact name, mailing address, and email and/or phone number.)  
Contact Name: Leah M. Daniels  
Business Name: Alchemy League, Inc.  
No. and Street: 12 Marcella St.  
City or Town: Boston State: MA Zip: 02119 Country: USA  
Contact Phone: (781) 784-4111 ext:  
Contact Email: dfmolloy@eastonadvisors.com

**Please provide an email address to receive an expedited response from the Corporations Division.**

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If the filing is rejected for any reason, you will be contacted. If no email address is provided, correspondence from the Division will be sent by mail.

Signed this 21 Day of February, 2018 at 8:45:23 AM by the incorporator(s). (If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)  
Leah M. Daniels

Make Corrections

Accept

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## **Management and Operations Profile Packet**

### **1. Copy of the bylaws, 935CMR 500.101(1)(c)(1)**

#### **BYLAWS OF ALCHEMY LEAGUE, INC.** (the "Corporation")

#### **SHAREHOLDERS**

##### **Annual Meeting**

1. A meeting of the Shareholders of the Corporation (the "Shareholders") will be held annually for the purpose of electing directors (the "Directors") of the Corporation and for the purpose of doing other business as may come before the meeting. If the day fixed for the annual meeting is a legal holiday in the Commonwealth of Massachusetts, the annual meeting will be held on the next succeeding business day or on a date determined by the board of directors for the Corporation (the "Board") that is no later than two weeks after the date specified in the meeting notice.
2. The Corporation must hold its annual meeting within the earlier of:
  - a. 6 months after the end of the Corporation's fiscal year;
  - b. 15 months after its last annual meeting.

If the annual meeting is not held within that time period then any shareholder entitled to participate in the meeting may apply to the superior court of the county where the Corporation's principal office, or, if none in the commonwealth of Massachusetts, its registered office, is located to fix the time and place of the meeting.

##### **Special Meetings**

3. Unless otherwise prescribed by statute, special meetings of the Shareholders, for any purpose or purposes, may only be called in the following ways:
  - a. By a majority of the Board; or
  - b. By the president of the Corporation (the "President"); or
  - c. By the holders of shares entitled to cast in total not less than 10 percent of the votes on any issue proposed for the meeting where written requests describing the purpose or purposes for the special meeting are signed, dated and delivered to a member of the Board or other Officer of the Corporation.

4. The Board will determine the time, place and date of any special meeting provided that, in the case of a special meeting called by the requisite percentage of Shareholders in accordance with these Bylaws, the Board will issue notice of the special meeting within 30 days of receipt of the written demand(s) by the relevant Officer of the Corporation.

### **Place of Meeting**

5. The annual meetings or special meetings of the Shareholders may be held at any place in or out of the Commonwealth of Massachusetts at a place to be determined at the discretion of the Board. If no designation of the location is made for any annual or special meeting of the Shareholders, the place of the meeting will be the Principal Office of the Corporation. The Corporation must hold its annual meeting within the earlier of: a) six months after the end of the Corporation's fiscal year or; b) fifteen months after its last annual meeting. If an annual meeting is not held within that time period, a Shareholder may direct a request in writing to the Chairman of the Board of the Corporation to hold the annual meeting. If a notice of meeting is not given within 60 days of that request then any Shareholder entitled to vote at an annual meeting may apply to any court having jurisdiction for an order directing that the meeting be held and fixing the time and place of the meeting.

### **Notice of Meetings**

6. The written notice of any meeting will be given not less than 7 days, but not more than 60 days before the date of the meeting to each Shareholder entitled to vote at that meeting. The written notice of the meeting will state the place, date and hour of the meeting, the means of remote communications, if any, and, in the case of a special meeting, the purpose or purposes for which the meeting is called.

7. If mailed, notice is given when the notice is deposited in the United States mail, postage prepaid, and directed to the Shareholder at the address of the Shareholder as it appears on the records of the Corporation. An affidavit of the secretary (the "Secretary") of the Corporation that the notice has been given will, in the absence of fraud, be prima facie evidence of the facts stated in the notice.

8. A written waiver, signed by the person entitled to a notice of meeting, or a waiver by electronic transmission by the person entitled to that notice, whether before or after the time stated in the notice, will be deemed equivalent to the person receiving the notice. Further, attendance of a person at a meeting will constitute a waiver of notice of that meeting, except when the person attends a meeting for the express purpose of objecting at the beginning of the meeting to the transaction of any business because the meeting is not lawfully called or convened.

### **Consent of Shareholders in Lieu of Meeting**

9. Any action to be taken at any annual or special meeting of Shareholders, may be taken without a meeting, without prior notice and without a vote, if a consent or consents in writing,

setting forth the action to be taken, is signed by the holders of outstanding stock having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all shares entitled to vote on the matter were present and voted is delivered to the Corporation. Every written consent will bear the date of signature of each Shareholder who signs the consent. However, no written consent will be effective unless the consent is delivered, either by hand or by certified or registered mail, within 90 days of the earliest dated consent, to the Corporation to be filed with the records of proceedings of the Shareholders.

### **Remote Communication Meetings**

10. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Shareholders not present in the same physical location may simultaneously communicate with each other.

11. Where permitted under the statutes and regulations of the Commonwealth of Massachusetts, and in the sole and reasonable discretion of the Board of Directors, a meeting of Shareholders of the Corporation may be held at a specific location or may be held by any means of remote communication. Where a meeting will employ remote communication, one or more Shareholders may participate by means of remote communication or the meeting may be held solely by means of remote communication at the sole discretion of the Board of Directors. Where any remote communication is used in a Shareholder meeting, all persons authorized to vote or take other action at the meeting must be able to hear each other during the meeting and each person will have a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting. All votes or other actions taken at the meeting by means of electronic transmission must be maintained as a matter of record by the Corporation.

### **List of Shareholders Entitled to Vote**

12. The Officer who has charge of the Shareholders' List of the Corporation will prepare and make, not more than 70 days before every meeting of the Shareholders, a complete list of the Shareholders entitled to vote at the meeting, arranged in alphabetical order, and showing the address of each Shareholder and the number of shares of stock registered in the name of each Shareholder. The list must be available for inspection by any Shareholder beginning two days after the meeting is announced and continuing through the meeting. The list must be provided for any purpose related to the meeting:

- a. On a reasonably accessible electronic network, so long as the information required to access the list is provided with the notice of the meeting; or
- b. During ordinary business hours, at the Principal Office of the Corporation or at a place identified in the meeting notice in the city where the meeting will be held.

13. If the Corporation decides to make the list available on an electronic network, the Corporation will ensure that this information is available only to Shareholders of the Corporation. If the meeting is to be held at a physical location, then the list will be produced and kept at the time and place of the meeting during the whole time of the meeting and may be inspected by any Shareholder who is present.

14. If the meeting is to be held solely by means of remote communication, then the list will also be open to the examination of any Shareholder during the whole time of the meeting on a reasonably accessible electronic network, and the information required to access the list will be provided with the notice of the meeting.

15. If any Director willfully neglects or refuses to produce the list of Shareholders at any meeting for the election of Directors, or to open such a list to examination on a reasonably accessible electronic network during any meeting for the election of Directors held solely by means of remote communication, those Directors will be ineligible for election to any office at that meeting.

16. The Shareholders' List will be the only evidence as to who are the Shareholders entitled by this section to examine the list required by this section or to vote in person or by proxy at any meeting of Shareholders.

#### **Quorum and Required Vote**

17. A minimum of 66.67 percent of the shares entitled to vote, present in person or represented by proxy, will constitute a quorum entitled to take action at a meeting of Shareholders.

18. In all matters other than the election of Directors, any act of the Shareholders must be passed by an affirmative vote of the majority of the shares present in person or represented by proxy at the meeting and entitled to vote on the matter.

19. Directors will be elected by a majority of the votes of the shares present in person or represented by proxy at the meeting and entitled to vote on the election of Directors.

20. Where a separate vote by a class or series or classes or series of shares ("Eligible Shares") is required, 66.67 percent of the outstanding Eligible Shares present in person or represented by proxy, will constitute a quorum entitled to take action with respect to that vote on that matter. Any act to be taken must be passed by an affirmative vote of the majority of the outstanding Eligible Shares present in person or represented by proxy.

#### **Shareholders Voting Rights and Proxies**

21. Subject to the Articles of Organization, each Shareholder will be entitled to one vote for each share of stock held by that Shareholder.

22. Each Shareholder entitled to vote at a meeting of Shareholders or to express consent or dissent to corporate action in writing without a meeting may authorize another person or persons to act for that Shareholder by proxy, but no proxy will be valid after 11 months from the date of its execution unless the proxy provides for a longer period.

23. Execution of a proxy may be accomplished by the Shareholder or by the authorized Officer, Director, employee or agent of the Shareholder, signing the writing or causing that person's signature to be affixed to the writing by any reasonable means including, but not limited to, by facsimile signature.

24. A duly executed proxy will be irrevocable if it states that it is irrevocable and if, and only as long as, it is coupled with an interest sufficient in law to support an irrevocable power. A proxy may be made irrevocable regardless of whether the interest with which it is coupled is an interest in the shares or an interest in the Corporation generally.

### **Voting Rights of Fiduciaries, Pledgers and Joint Owners of Shares**

25. Persons holding shares in a fiduciary capacity will be entitled to vote the shares so held. Persons whose shares are pledged will be entitled to vote, unless, in the transfer by the pledger on the books of the Corporation, that person has expressly empowered the pledgee to vote the shares, in which case only the pledge, or that pledges proxy, may represent and vote the shares.

## **BOARD OF DIRECTORS**

### **General Powers**

26. The business and affairs of the Corporation will be managed by or under the direction of the Board.

### **Number, Tenure and Quorum**

27. The Board will consist of six members, each of whom will be a natural person. Directors need not be Shareholders. Each Director will hold office until that Director's successor is elected and qualified or until that Director's earlier resignation or removal. Any Director may resign at any time upon notice given in writing or by electronic transmission to the Corporation. In order to transact business at a meeting of the Directors, a quorum of 60 percent of the total number of Directors eligible to vote will be required. The vote of the majority of the Directors present at a meeting at which a quorum is present will be the act of the Board.

### **Regular Meetings**

28. By resolution, the Board may provide the time and place, either within or without the Commonwealth of Massachusetts, for the holding of regular meetings without any notice other than that resolution.



### **Special Meetings**

29. Special meetings of the Board may be called by or at the request of the President or by a majority of the Directors. The person or persons calling that special meeting of the Board may fix any date, time or place, either within or without the Commonwealth of Massachusetts, to be the date, time and place for holding that special meeting.

### **Notice**

30. Written notice of the date, time, and place of a special meeting of the Board will be given at least 2 days prior to the date set for that meeting. The written notice can be given personally, by mail, by private carrier, by telegraph, by telephone facsimile, or by any other manner as permitted by the Massachusetts Business Corporation Act. The notice will be given by the Secretary or one of the persons authorized to call Directors' meetings.

31. If written notice is mailed, correctly addressed to a Director's address as provided in the Corporation's current records, the notice will be deemed to have been given to that Director at the time of mailing. If written notice is sent by private carrier or if the written notice is sent by United States mail, postage prepaid and by registered or certified mail, return receipt requested, the notice will be deemed to have been given to a Director on the date shown on the return receipt. Otherwise notice is effective when received by a Director.

32. Notice of any Directors' meeting may be waived by a Director before or after the date and time of the meeting. The waiver must be in writing, must be signed by a Director, and must be delivered to the Corporation for inclusion in the minutes or filing with the corporate records. The attendance of a Director at a meeting of the Board will constitute a waiver of notice of that meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully convened.

### **Action by Directors Without a Meeting**

33. Any action to be taken at any meeting of the Board or of any committee of the Board may be taken without a meeting if all members of the Board or committee, as the case may be, consent to it in writing, or by electronic transmission and the writing or writings or electronic transmission or transmissions are filed with the minutes of proceedings of the Board, or committee. This filing will be in paper form if the minutes are maintained in paper form and will be in electronic form if the minutes are maintained in electronic form.

### **Remote Communication Meetings**

34. Remote communication means any electronic communication including conference telephone, video conference, the Internet, or any other method currently available or developed in the future by which Directors not present in the same physical location may simultaneously communicate with each other.

35. A meeting of the Board may be held by any means of remote communication by which all persons authorized to vote or take other action at the meeting can hear each other during the meeting and each person has a reasonable opportunity to participate. This remote participation in a meeting will constitute presence in person at the meeting.

### **Vacancies and Newly Created Directorships**

36. When vacancies or newly created directorships resulting from any increase in the authorized number of Directors occur, a majority of the Directors then in office, although less than a quorum, or a sole remaining Director will have the power to appoint new Directors to fill this vacancy or vacancies. Each new Director so chosen will hold office until the next annual meeting of the Shareholders.

37. If at any time, by reason of death or resignation or other cause, the Corporation should have no Directors in office, then any Officer or any Shareholder or an executor, administrator, trustee or guardian of a Shareholder, or other fiduciary entrusted with like responsibility for the person or estate of a Shareholder, may call a special meeting of Shareholders for an election to fill the vacancy.

38. When one or more Directors resign from the Board and the resignation is to become effective at a future date, a majority of the Directors then in office, including those who have so resigned, will have the power to appoint new Directors to fill this vacancy or vacancies. The appointments of these new Directors will take effect when the resignation or resignations are to become effective, and each new Director so chosen will hold office until the next annual meeting of the Shareholders.

### **Removal**

39. Any Director or the entire Board may be removed, with or without cause, by the holders of a majority of the shares then entitled to vote at an election of Directors at a special meeting of the Shareholders called for that purpose. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove him or her.

### **Organization**

40. Meetings of the Board will be presided over by the President, or in the President's absence by a Director chosen at the meeting. The Secretary will act as secretary of the meeting, but in the absence of the Secretary, the person presiding at the meeting may appoint any person to act as secretary of the meeting.

### **Chairman of the Board**

41. The Chairman of the Board, if present, will preside at all meetings of the Board, and exercise and perform any other authorities and duties as may be from time to time delegated by the Board.

### **Compensation**

42. The Board will, by resolution, fix the fees and other compensation for the Directors for their services as Directors, including their services as members of committees of the Board. All changes to Director compensation are subject to ratification by the Shareholders.

### **Presumption of Assent**

43. A Director of the Corporation who is present at a meeting of the Board will be presumed to have assented to an action taken on any corporate matter at the meeting unless:

- a. The Director objects at the beginning of the meeting, or promptly upon the Director's arrival, to holding the meeting or transacting business at the meeting;
- b. The Director's dissent or abstention from the action taken is entered in the minutes of the meeting; or
- c. The Director delivers written notice of the Director's dissent or abstention to the presiding officer of the meeting before the adjournment of the meeting or to the Corporation within a reasonable time after adjournment of the meeting.

44. Any right to dissent or abstain from the action will not apply to a Director who voted in favor of that action.

## **COMMITTEES**

### **Appointment**

45. The Board may designate one or more committees, each committee to consist of one or more of the Directors of the Corporation. The Board may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee.

46. In the absence or disqualification of a member of a committee, the member or members present at any meeting and not disqualified from voting, whether or not that member or members constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in the place of any absent or disqualified member.

47. The committee or committees, to the extent provided in the resolution of the Board will have and may exercise all the powers and authority of the Board in the management of the business and affairs of the Corporation, and may authorize the seal of

the Corporation to be affixed to all papers which may require it. No such committee will have the power or authority in reference to the following matters:

- a. Approving or adopting, or recommending to the Shareholders, any action or matter (other than the election or removal of Directors) expressly required by the Massachusetts Business Corporation Act to be submitted to Shareholders for approval; or
- b. Adopting, amending or repealing any Bylaw of the Corporation.

### **Tenure**

- 48. Each member of a committee will serve at the pleasure of the Board.

### **Meetings and Notice**

- 49. The method by which Directors' meetings may be called and the notice requirements for these meetings as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **Quorum**

- 50. The requirements for a quorum for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **Action Without a Meeting**

- 51. The requirements and procedures for actions without a meeting for the Board as set out in these Bylaws will apply to any committee designated by the Board as appropriate.

### **Resignation and Removal**

- 52. Any member of a committee may be removed at any time, with or without cause, by a resolution adopted by a majority of the full Board. Any member of a committee may resign from the committee at any time by giving written notice to the Chairman of the Board of the Corporation, and unless otherwise specified in the notice, the acceptance of this resignation will not be necessary to make it effective.

### **Vacancies**

- 53. Any vacancy in a committee may be filled by a resolution adopted by a majority of the full Board.

### **Committee Rules of Procedure**

54. A committee will elect a presiding officer from its members and may fix its own rules of procedure provided they are not inconsistent with these Bylaws. A committee will keep regular minutes of its proceedings, and report those minutes to the Board at the first subsequent meeting of the Board.

## **OFFICERS**

### **Appointment of Officers**

55. The Officers of the Corporation (individually the "Officer" and collectively the "Officers") will consist of the President, a treasurer (the "Treasurer") and the Secretary.

56. The Officers will be appointed by the Shareholders of the Corporation at the first meeting of Shareholders. Any appointee may hold one or more offices.

### **Term of Office**

57. Each Officer will hold office until a successor is duly appointed and qualified or until the Officer's death or until the Officer resigns or is removed as provided in these Bylaws.

### **Removal**

58. Any Officer or agent appointed by the Board or by the Incorporators may be removed by the Board at any time with or without cause, provided, however, any contractual rights of that person, if any, will not be prejudiced by the removal.

### **Vacancies**

59. The Board may fill a vacancy in any office because of death, resignation, removal, disqualification, or otherwise.

### **President**

60. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the President will be:

- a. To have the general management and supervision, direction and control of the business and affairs of the Corporation;
- b. To preside at all meetings of the Shareholders when the Chairman of the Board is absent;
- c. To call meetings of the Shareholders to be held at such times and at such places as the President will deem proper within the limitations prescribed by law or by these Bylaws;

- d. To ensure that all orders and resolutions of the Board are effectively carried out;
- e. To maintain records of and certify, whenever necessary, all proceedings of the Board and the Shareholders;
- f. To put the signature of the Corporation to all deeds, conveyances, mortgages, guarantees, leases, obligations, bonds, certificates and other papers and instruments in writing which have been authorized by the Board or which, in the opinion of the President, should be executed on behalf of the Corporation; to sign certificates for the Corporation's shares; and, subject to the instructions of the Board, to have general charge of the property of the Corporation and to supervise and manage all Officers, agents and employees of the Corporation; and
- g. To perform all other duties and carry out other responsibilities as determined by the Board.

### **Treasurer**

61. Subject to the control and supervisory powers of the Board and its delegate, the powers and duties of the Treasurer will be:
- a. To keep accurate financial records for the Corporation;
  - b. To deposit all money, drafts and checks in the name of and to the credit of the Corporation in the banks and depositories designated by the Board;
  - c. To endorse for deposit all notes, checks, drafts received by the Corporation as instructed by the Board, making proper vouchers for them;
  - d. To disburse corporate funds and issue checks and drafts in the name of the Corporation, as instructed by the Board;
  - e. To submit to the President and the Board, as requested, an account of all transactions by the Treasurer and the financial condition of the Corporation;
  - f. To prepare and submit to the Board annual reports detailing the financial status of the Corporation; and
  - g. To perform all other duties and carry out other responsibilities as prescribed by the Board or the President.

### **Secretary**

62. The Secretary will perform the following duties:

- a. Prepare the minutes of the meetings of the Shareholders and meetings of the Board and keep those minutes in one or more books provided for that purpose;
- b. Authenticate the records of the Corporation as will from time to time be required;
- c. Ensure that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- d. Act as custodian of the corporate records and of the corporate seal, if any, and ensure that the seal of the Corporation, if any, is affixed to all documents the execution of which on behalf of the Corporation under its seal is duly authorized;
- e. Keep a register of the post office address of each Shareholder;
- f. Sign, along with the President, certificates for shares of the Corporation, the issuance of which will have been authorized by resolution of the Board;
- g. Have general charge of the Shareholders' List of the Corporation; and
- h. Perform all duties incidental to the office of Secretary and any other duties as from time to time may be delegated to the Secretary by the President or the Board.

### **Delegation of Authority**

63. The Board reserves the authority to delegate the powers of any Officer to any other Officer or agent, notwithstanding any provision in these Bylaws.

## **LOANS, CHECKS, DEPOSITS, CONTRACTS**

### **Loans**

64. Without authorization by a resolution of the Board, the Corporation is prohibited from making or accepting loans in its name, or issuing evidences of indebtedness in its name. The authorization of the Board for the Corporation to perform these acts can be general or specific.

### **Checks, Drafts, Notes**

65. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Corporation must be signed by a designated Officer or Officers, agent or agents of the Corporation and in a manner as will from time to time be determined by resolution of the Board.

### **Deposits**

66. All funds of the Corporation not otherwise used will be deposited to the credit of the Corporation in banks, trust companies, or other depositories designated by the Board.

### **Voting Securities Held by the Corporation**

67. The President, or another Officer or agent designated by the Board will, with full power and authority attend, act, and vote, on behalf of the Corporation, at any meeting of security holders or interest holders of other corporations or entities in which the Corporation may hold securities or interests. At that meeting, the President or other delegated agent will have and execute any and all rights and powers incidental to the ownership of the securities or interests that the Corporation holds.

### **Contracts**

68. The Board may give authority to any Officer or agent, to make any contract or execute and deliver any instrument in the name of the Corporation and on its behalf, and that authority may be general or specific.

### **Conflict of Interest by Directors**

69. A Director or Officer of the Corporation will be disqualified from voting as a Director or Officer on a specific matter where that Director or Officer deals or contracts with the Corporation either as a vendor or purchaser.

70. A Director or Officer of the Corporation will not be disqualified as a Director or Officer for the sole reason that the Director or Officer deals or contracts with the Corporation either as a vendor, purchaser, or otherwise.

### **Loans to Employees and Officers**

71. The Corporation may not lend money to, or guaranty any obligation of, or otherwise assist, any Officer or employee of the Corporation or of any subsidiary of the Corporation, including any Officer or employee who is a Director of the Corporation or any subsidiary of the Corporation.

## **APPENDIX**

### **Glossary**

- **Bylaws** - the purpose of these bylaws (the "Bylaws") is to provide rules governing the internal management of the Corporation.
- **Chairman of the Board** - Once a Board of Directors has been appointed or elected by the Shareholders, the Board will then elect a chairman (the "Chairman of the Board").



The Chairman of the Board will act to moderate all meetings of the Board of Directors and any other duties and obligations as described in these Bylaws.

- **Corporate Officer** - A corporate officer (individually the "Officer" and collectively the "Officers") is any individual acting for or on behalf of the Corporation. An Officer of the Corporation will usually be appointed to a specific task such as secretary, president, treasurer or other similar position. One person may hold several offices. The Officers will manage the day-to-day operations of the Corporation and report to the Board of Directors.
- **Principal Executive Office** - The Principal Executive Office for the Corporation is where the President of the Corporation has an office.
- **Principal Office** - The Principal Office of the Corporation is the address designated in the annual report where the executive offices of the Corporation are located.
- **Principal Place of Business** - The Principal Place of Business is the address at which the Corporation conducts its primary business.
- **Registered Office** - The Registered Office is the physical street address within the state where the registered agent can be contacted during normal business hours for service of process.
- **Shareholders' List** - A Shareholders' List is the complete record of the owners of shares of stock in the Corporation.



# Insurance Quote

Please carefully review the attached quotation as terms and conditions may differ from coverage requested

**Applicant:** Alchemy League LLC  
**Proposed Policy Term:** 4/1/2018 to 4/1/2019  
**Line of Business:** Commercial General Liability  
**Carrier:** James River Insurance Company  
**Agent Commission:** 12.50%

Premium	\$3,500.00
Policy Fee	\$350.00
Carrier Fees	\$350.00
Surplus Lines Tax	\$140.00

<b>Total Due:</b>	<b>\$4,340.00</b>
-------------------	-------------------

## Subjectivities required to bind coverage:

1. Signed and Dated James River Marijuana Application
2. Copies of sample product labels showing appropriate warnings and disclaimers.
3. Signed and dated No Known Loss Letter. James River form attached.
4. Copy of active state marijuana license.
5. Signed Terrorism form with selection made
6. Signed MA SL affidavit
7. Copy of agency MA producer license

Written request to bind coverage must be received on or before effective date requested



# Quote

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

<b>Attention:</b>	John Deneen	<b>Submission No.:</b>	2141801
<b>Firm:</b>	Burns & Wilcox, Ltd. (Denver)	<b>Company:</b>	James River Insurance Company
<b>Applicant:</b>	Alchemy League LLC		
<b>Quote Date:</b>	2/20/2018		
<b>Proposed Policy Term:</b>	4/1/2018 to 4/1/2019	<b>Division:</b>	Life Sciences
<b>Description:</b>	Medical and Recreational Marijuana Dispensary		

**Schedule of Named Insureds**  
Alchemy League LLC

## Terms and Conditions

### Coverage

General Liability

#### Option A

**Coverage Form**

Claims Made

**Retro Date**

04/01/2018

### Limits

General Aggregate	\$2,000,000
Each Occurrence	\$1,000,000
Prod & Comp Ops Agg	\$2,000,000
Medical Expense	Excluded
Damages to Premises	\$50,000
Personal & Advertising Injury	\$1,000,000

### Deductible

Deductible	\$5,000
	Per Claim

Class	Class Description	Exposure
12373a	Medical Marijuana - Dist	250,000 Revenue
18707a	Recreational Marijuana - Dist	250,000 Revenue

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

	<b>Option A</b>
<b>Premium:</b>	\$3,500
<b>TRIA:</b>	\$175
<b>Company Fee:</b>	\$350
<b>Minimum Earned Percent:</b>	25%
<b>Total Amount Due*:</b>	\$3,850

\* Includes Premium amount, Company Fee, Inspection Fee, Cyber Liability premium, as applicable. Does not include TRIA premium.

### Forms

See attached schedule. Additional limits may be subject to Retro date endorsement.

### Audit Information

<b>Audit Frequency</b>	Annual	<b>Audit Type</b>	Physical
<b>Exposure Base</b>	500,000	<b>Audit Rate</b>	\$3.5000
<b>Rating Basis</b>	Gross Sales		

### Contingencies

**This quote is being offered by a non-admitted insurer subject to 100% minimum policy premium, with a 25% minimum earned. All taxes, fees and filing (if applicable) are the responsibility of the broker. Coverage is not bound without confirmation in writing from the Company.**

This quote is subject to receipt and favorable review of the following prior to binding:

1. Signed and Dated James River Marijuana Application.
2. Copies of sample product labels showing appropriate warnings and disclaimers.
3. Signed and dated No Known Loss Letter. James River form attached.
4. Copy of active state marijuana license.
5. TRIA and SL forms.

### List of Locations

	<b>City</b>	<b>State</b>	<b>Zip</b>
1614 Columbus Ave	Boston	MA	02119

P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

**Forms to be Attached (Please click form name or number to open a specimen copy in another browser window):**

<a href="#">LS0005US-0416</a>	Commercial General Liability Policy Declarations
<a href="#">AP0001US-0403</a>	Schedule A
<a href="#">CG0002-1207</a>	Commercial General Liability Coverage Form -Claims Made
<a href="#">AP2702US-0107</a>	Extended Reporting Period Endorsement
<a href="#">AP2704US-0406</a>	Restricted Reporting Endorsement
<a href="#">AH2307US-1016</a>	Deductible Endorsement - Damages and Expenses
<a href="#">AP2103US-0607</a>	Minimum Policy Premium
<a href="#">AP2108US-0811</a>	Supplementary Payments (Defense Costs) within Limits of Insurance
<a href="#">LS2010US-0505</a>	Non-Stacking Endorsement
<a href="#">LS2025US-0907</a>	Life Sciences Premium Endorsement
<a href="#">AP2004US-0403</a>	Additional Insured - Managers or Lessors of Premises
	<b>&lt;where required by written contract or written agreement&gt;</b>
<a href="#">AP2104US-1012</a>	Common Policy Conditions
<a href="#">AP2107US-0403</a>	Binding Arbitration
<a href="#">CG0068-0509</a>	Recording and Distribution of Material or Information in Violation of the Law Exclusion
<a href="#">CG2135-1001</a>	Exclusion - Coverage C - Medical Payments
<a href="#">CG2136-0305</a>	Exclusion - New Entities
<a href="#">CG2147-1207</a>	Employment-Related Practices Exclusion
<a href="#">CG2167-1204</a>	Fungi or Bacteria Exclusion
<a href="#">IL0021-0908</a>	Nuclear Energy Liability Exclusion
<a href="#">AP1008US-0905</a>	HIPAA Exclusion
<a href="#">AP2020US-1206</a>	Exclusion - Occupational Disease
<a href="#">AP2028US-0505</a>	Exclusion - Electronic Media
<a href="#">AP2031US-0411</a>	Exclusion - Cross Suits
<a href="#">AP2032US-1108</a>	Employers Liability - Exclusion
<a href="#">AP2036US-1105</a>	Absolute Pollution and Pollution Related Liability - Exclusion
<a href="#">AP2044US-0411</a>	Assault and Battery Exclusion
<a href="#">AP2111US-1105</a>	Exclusion - Punitive Damages
<a href="#">AP5040US-1209</a>	Exclusion - Firearms
<a href="#">AP5054US-0311</a>	Combined Policy Exclusions
<a href="#">AP5058US-1215</a>	Exclusion - Business Conduct
<a href="#">AP5060US-1215</a>	Exclusion - Smoking Products Health Hazard
<a href="#">GC2131US-0403</a>	Fiduciary Exclusion
<a href="#">LS2005US-1110</a>	Specified Products Exclusion Endorsement
<a href="#">LS2015US-0505</a>	Communicable Disease Exclusion
<a href="#">LS2020US-1108</a>	Additional Specific Product Exclusion
	<b>&lt;(1) DMAA; (2) Dendrobium; (3) DMBA / AMP Citrate; (4) BMPEA; (5) Picamilon; (6) Methylsynephrine; (7) Eria Jarensis (8) Diacetyl; Including all chemical names for these compounds.&gt;</b>
<a href="#">LS2101US-1108</a>	Specified Nutraceutical Substances Exclusion
<a href="#">MC2161US-0903</a>	Exclusion - Designated Product(s)
	<b>&lt;Vaporizing Devices of Any Kind including all components and accessories.&gt;</b>
<a href="#">AP5027R-0115</a>	Rejection of Coverage for Certified Acts of Terrorism Coverage
<a href="#">CG2175-0115</a>	Exclusion of Certified Acts of Terrorism and Exclusion of Other Acts of Terrorism Committed Outside the United States
<a href="#">AP0100US-0403</a>	Privacy Policy

THE REQUEST FOR TAX PAYER INFORMATION AP5000 IS ATTACHED AND MUST BE RETURNED ALONG WITH YOUR REQUEST TO BIND. THANK YOU.



P.O.Box 27648, Richmond, VA 23261; (804) 289-2700.

Quotes are valid for 30 days from the Quote Date shown below and subject to all conditions listed below. Coverage may not be bound without confirmation in writing from the Company.

## POLICYHOLDER DISCLOSURE NOTICE

### SELECTION OR REJECTION OF TERRORISM INSURANCE COVERAGE

You are hereby notified that under the Terrorism Risk Insurance Act (TRIA), effective November 26, 2002, as extended, you have a right to purchase insurance coverage for losses arising out of certified acts of terrorism. The term "certified act of terrorism" means an act that is certified by the Secretary of the Treasury, in accordance with the provisions of the federal Terrorism Risk Insurance Act, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of an air carrier or vessel or the premises of a United States mission, as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion. There is a \$100 billion dollar annual cap on losses arising out of acts of terrorism described above.

YOU SHOULD KNOW THAT TERRORISM COVERAGE REQUIRED TO BE OFFERED BY THE ACT FOR LOSSES CAUSED BY CERTIFIED ACTS OF TERRORISM IS PARTIALLY REIMBURSED BY THE UNITED STATES UNDER A FORMULA ESTABLISHED BY FEDERAL LAW. UNDER THIS FORMULA, THE UNITED STATES PAYS A PERCENTAGE OF THAT PORTION OF COVERED TERRORISM LOSSES EXCEEDING THE STATUTORILY ESTABLISHED DEDUCTIBLE PAID BY THE INSURANCE COMPANY PROVIDING THE COVERAGE. THE PREMIUM CHARGED FOR THIS TERRORISM COVERAGE IS PROVIDED BELOW AND DOES NOT INCLUDE ANY CHARGES FOR THE PORTION OF LOSS COVERED BY THE FEDERAL GOVERNMENT UNDER THE ACT.

You have the right to purchase coverage for losses from certified acts of terrorism as described above. You must elect or reject coverage before the effective date of this policy. If we do not receive notification that you elect coverage, an exclusion for terrorism will be attached to your policy and you will not be covered for terrorist acts.

**YOU MUST SELECT ONE OF THE FOLLOWING BY PLACING AN "X" IN THE APPROPRIATE BOX AND SIGNING THE FORM BELOW**

- ☐ ELECT: I hereby elect to purchase the Terrorism Coverage required to be offered under the Act for a premium of Quote option selected.
- ☐ DECLINE: I decline to purchase the Terrorism Coverage required to be offered under the Act. I understand that I will have no coverage for loss or damage resulting from acts of terrorism.

**REMEMBER TO SELECT OR REJECT TERRORISM COVERAGE ABOVE AND SIGN AND DATE THE FORM BELOW. Return this form to your insurance agent. This selection or rejection notice must be received by the Company on or before the effective date of the policy.**

Insured Name

Alchemy League LLC

Submission Number

2141801

Policyholder/Applicant's Signature

Insurance Company

James River Insurance Company

Print Name/Date

Policy Number

AP 5001US 01-15

20 \_\_\_\_\_

I/We \_\_\_\_\_ of \_\_\_\_\_ do hereby state that in \_\_\_\_\_, 20\_\_\_\_, I/We directed \_\_\_\_\_ my/our Insurance Broker to obtain insurance against certain risks as described herein. My/Our Insurance Broker informed us that the required insurance could not be obtained from, or would not be written by, companies licensed or admitted to transact business in the Commonwealth of Massachusetts.

I/We, the Assured, was/were informed that the type and amount of insurance shown below could be obtained from certain insurers not admitted to transact business in the Commonwealth. I/We was/were further informed:

**A. The surplus lines insurer with whom the insurance was placed is not licensed in this state and is not subject to Massachusetts regulations.**

**B. In the event of the insolvency of the surplus lines insurer, losses will not be paid by the state insurance guaranty fund.**

Signature by Assured \_\_\_\_\_

Print Name \_\_\_\_\_

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

**THIS PORTION MUST BE COMPLETED AND SIGNED BY THE ORIGINAL BROKER**

Name of Insured \_\_\_\_\_ Address \_\_\_\_\_

Location of Property \_\_\_\_\_

Description: \_\_\_\_\_

Coverage: \_\_\_\_\_

Limit: \_\_\_\_\_ Premium \_\_\_\_\_

I/We hereby verify that I/We explained the foregoing to the insured and it was acknowledged that he/she understood such.

License # \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

A copy of this affidavit must be kept in the original broker's file and a copy must be given to the assured at the time said copy was completed by him/her.

**AFFIDAVIT BY SPECIAL BROKER**

I, \_\_\_\_\_ of \_\_\_\_\_ in said county of \_\_\_\_\_ depose and say that I was engaged directly by the Assured named herein or informed by the Assured's Insurance licensed Agent/Broker that after diligent efforts, he/she is unable to procure in companies admitted to do business in this Commonwealth the amount and/or type of insurance necessary to protect the insurable interests described above. This Affidavit is made to comply with the requirements of Section 168 of Chapter 175 of the General Laws, and to authorize me as a licensed special insurance broker under said section to procure insurance for said insurable interests beyond that which companies admitted to do business in the Commonwealth are willing to write thereon. The following companies or groups are among those which have accepted all or part thereof:

Company	NAIC#	Policy #	Premium
_____	_____	_____	_____
_____	_____	_____	_____

**Amendments to Affidavit: ( ) Increase ( ) Decrease**

_____	_____	_____	_____
_____	_____	_____	_____

I hereby verify the foregoing statements and declare that they were made under the penalties of perjury.

License # \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

A copy of this affidavit must be kept in the Special Brokers File and the original filed with the Division of Insurance of the Commonwealth of Massachusetts within *twenty days* following date of procurement.



# Alchemy

*BUSINESS PLAN*

*Category: Cannabis Dispensary/Store*

## Description

Alchemy will be a brand of dispensaries that will provide an unparalleled customer shopping experience. Beginning with our flagship store in Holyoke, customers will enjoy shopping experience in a beautiful inclusive, welcoming and receptive environment that inspires creativity and comfort

Our knowledgeable Customer Service Representatives will navigate and guide our customers through our selective product varieties featuring locally sourced cannabis along with our core product line of the highest quality flowers, concentrates, edibles and more.

Date Created:

**04/07/2018**



## Executive Summary

### Company Summary

Alchemy will be that brand of cannabis dispensary/store that will provide an unparalleled customer shopping experience.

Our dispensary/store will be located on streets in Roxbury, Dorchester and Jamaica Plain, Massachusetts. The facility will be well positioned, and it will match the ideal picture of a community store. Although the business plans on launching with just one outlet in (TBT), we have plans to open other outlets in key locations all around Massachusetts.

Our knowledgeable Customer Service Representatives will navigate and guide our customers through our product variety featuring a locally sourced line of the highest quality cannabis flowers, concentrates, edibles and more.

Alchemy is to be formed as a Corporation and will be led by Leah Daniels, who will serve as CEO / Owner.

### Products & Services

Aside from the dispensing of cannabis plant material and concentrates which is our core product, Alchemy plans to sell a wide range of Infused products such as edibles and topicals. We will also engage in the sale of accessories and supplies related to delivery methods. Alchemy Dispensary/Store will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our client base grows. We will ensure that we get our customers involved in their own personal health decisions to make the right choices for their unique recreational needs.

**Our mission:** To provide high quality cannabis to customers with a product and service they can trust. To build our brand on the core values of customer service, care, hospitality, highest standards of quality, equality, honesty, integrity and community outreach commitment.

**Vision:** Be the most recognized as a leader in the industry, of a cannabis dispensary/store in Massachusetts.

## Market Opportunities

60% of the U.S. population now lives in states that have legalized some form of cannabis use and sales, illustrating the rising acceptance of cannabis nationwide and highlighting the industry's immense potential for future growth.

The passage of initiatives in California, Nevada, Massachusetts, Maine, Florida, Arkansas, Montana, North Dakota, and West Virginia will add \$7.4 billion to the 2021 market forecast bringing the overall market projection for legal adult-use and medical sales in North America to \$24.5 billion by 2021. That brings the compound annual growth rate (CAGR) to 28%.

In 2016, Massachusetts residents voted to legalize recreational cannabis. While cannabis is technically legal at the moment, recreational sales are not yet allowed. State legislators are presently tasked with creating the framework for dispensaries to begin selling

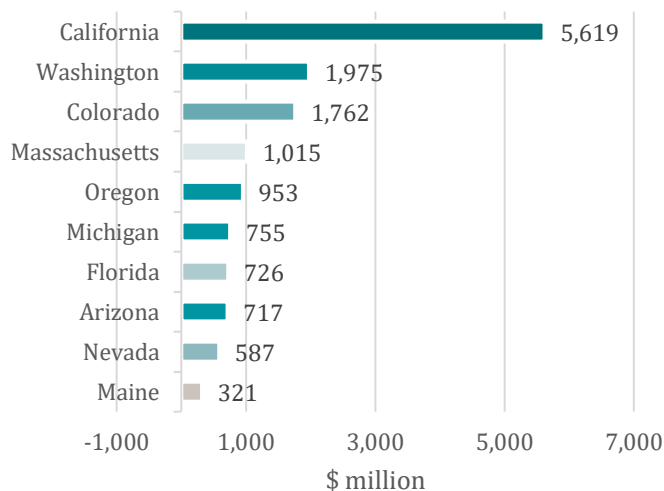


Figure 1. Medical and recreational cannabis sales in top states, 2020

recreational marijuana.

Massachusetts cannabis market only in recreational part is expected to become a \$1 billion industry by 2020. Research from multiple marijuana data and investment firms predict Massachusetts can become such a travel destination. If correct, an influx of tourists to Massachusetts can expand the economic impact of this legislation far beyond simply the marijuana industry.

Regulated recreational cannabis sales are set to begin in Massachusetts in July 2018.

# Executive Summary

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## Start-up Summary

The business will be fully funded with \$350,000. This will include total capital cost of over \$280,000, leaving nearly \$70,000 winding down.

\$	Quarter 1	Quarter 2	Quarter 3	Quarter 4
<b>CAPEX</b>				
<b>Land &amp; Development</b>	0	0	0	0
<b>Space improvements including finishing/painting, kitchen, office space, bathrooms, etc.</b>	100,000	0	0	0
<b>Security system including multiple camera feeds and metal/weapons detectors</b>	20,000	0	0	0
<b>Furniture, Display Counters, Refrigerators, Freezers, Multiple POS/ Cash Registers, Registration Computer, Commercial Label Printer, Storage Hardware and Shelving</b>	50,000	0	0	0
<b>Cost for Computer Software (Accounting Software, Payroll Software, CRM Software, Microsoft Office, QuickBooks Pro)</b>	2,000	0	0	0
<b>OPEX</b>				
<b>Direct Costs</b>	243,996	404,386	450,455	496,524
<b>Initial &amp; General Costs</b>	50,400	3,900	3,900	3,900
<b>Operating Expenses, including salaries</b>	83,201	113,949	127,773	128,221
<b>Marketing &amp; Sales Expenses</b>	24,230	26,314	26,314	26,314
<b>Misc.</b>	2,707	4,079	4,102	4,124
<b>Total</b>	<b>576,535</b>	<b>552,628</b>	<b>612,543</b>	<b>659,083</b>

## **Financial Summary**

Alchemy League will fund its startup costs largely through personal savings.

After the first year of operations, it is expected that Alchemy League will be able to trim expenses through realizing business efficiencies, gaining operational experience and industry knowledge.

## **Direct and Indirect Social Impacts**

Alchemy will create more than 10 new jobs in county with over \$250,000 in salaries. Company also intends 0.5% of sales will be allocated to different community programs.

***Please see uploaded financial documents***

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## Market Overview

### North American Cannabis Market

Although the federal government still considers the use of cannabis a criminal offence, more than half the states of America have legalized it in some form. Most states sell it only for medical purposes, often broadly defined. But eight states – Alaska, California, Colorado, Maine, Nevada, Massachusetts, Oregon and Washington – and the country's capital have gone further, legalizing the recreational use. Legal weed is more high-priced than the black-market variety, but it is better value: three times more potent and only about 50% more expensive<sup>1</sup>.

Legal cannabis sales reached almost \$10 billion in North America in 2017, according to a new report from cannabis industry analysts Arcview Market Research, in partnership with BDS Analytics. That represents an unprecedented 33% increase over 2016.

The report further predicts the entire legal cannabis market to reach \$24.5 billion in sales – a 28% annual growth rate by 2021 – as more states legalize cannabis for recreational use and existing markets mature.

A map of the United States with states colored in three shades of green. Dark green states include Washington, Oregon, California, Nevada, Colorado, Alaska, and Maine. Medium green states include Montana, North Dakota, Minnesota, Wisconsin, Michigan, Illinois, Ohio, Pennsylvania, New York, New Hampshire, Massachusetts, Connecticut, New Jersey, Delaware, Virginia, West Virginia, Kentucky, Tennessee, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Florida, Arizona, New Mexico, Texas, and Hawaii. Light green states include Idaho, Wyoming, South Dakota, Nebraska, Iowa, Missouri, Arkansas, Oklahoma, Texas, Mississippi, Alabama, Georgia, South Carolina, North Carolina, Tennessee, Kentucky, Indiana, Illinois, Michigan, Wisconsin, Minnesota, North Dakota, South Dakota, Wyoming, Idaho, Montana, Washington, Oregon, California, Nevada, Colorado, Alaska, and Maine.

- Medical / Recreational cannabis legalization
- Medical cannabis legalization
- No laws legalizing

9 November 2016 three new states approved cannabis medical using: Arkansas, Florida and North Dakota. Four others that already had medical cannabis laws, legalized recreational. New markets could create \$7 billion to \$8 billion in additional retail revenue for the industry, according to estimates by Marijuana Business Daily.

There are 9,397 active licenses for cannabis businesses in the U.S., according to Ed Keating, chief data officer for Cannabiz Media, which tracks cannabis licenses. This includes cultivators, manufacturers, retailers, distributors, deliverers and test labs.

The industry employed 121,000 people in 2017. If cannabis continues its growth trajectory, the number of workers in that field could reach 292,000 by 2021, according to BDS Analytics.



## U.S. Cannabis Retail Market

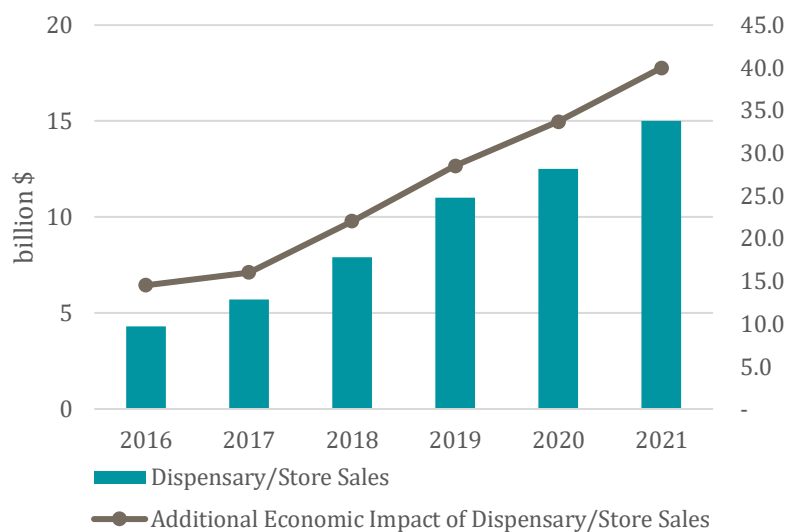


Figure 3. Cannabis retail industry economic impact

BDS Analytics estimates that the retail sector owed \$1 billion in state taxes in 2016 and owes another \$1.4 billion for 2017.

In 2017, overall cannabis sales in the United States at the retail level to soar by 31.5%, hitting \$5.7 billion on the back of continued growth in existing recreational cannabis markets.

In fact, rec sales are expected to surpass medical next year for the first time ever. Medical marijuana sales also are expected to buoy the industry, fueled in part by the expected launch

of MMJ markets in Maryland and Hawaii. At the same time, fledgling medical marijuana programs in states such as Illinois, Nevada and New York could post impressive growth last year.

The expected growth comes after a solid 2016, when recreational cannabis sales jumped by 80% to hit \$1.8 billion. Colorado and Washington led the charge, while Oregon's adult-use market posted strong sales gains in its first full calendar year of operation. The industry also saw a spike in medical marijuana sales last year, as patient counts rose in new MMJ states and continued climbing in mature markets like Arizona and Michigan.

The increase in retail sales over the next five years will provide a substantial economic boost for the United States. The total economic output from legal cannabis will grow 150% from \$16 billion in 2017 to \$40 billion by 2021, according to the "US Legal Cannabis: Driving \$40 Billion Economic Output" report released by Arcview Market Research, in partnership with BDS Analytics.

The level of sophistication and involvement among investors in the marijuana industry varies quite widely, as some belong to cannabis-specific venture capital firms while others have taken a material interest in a friend or family member's cannabis business. For example, only a handful of investors in our survey indicated they intend to invest over \$25 million in cannabis companies, whereas a large portion of respondents plan to invest less than \$20,000.

But in general, more investors are pumping money into the cannabis industry than ever before, and they're also increasing the size of their capital placements. The average investor/investment firm involved in the cannabis industry has placed \$450,000 in cannabis companies.

Target Market

On December 28, 2016, the Massachusetts state legislature voted to delay sales of recreational marijuana for six months. Originally, licensing for cannabis shops was set to begin on January 1, 2018, under the measure, but the delay set by legislators moved the date to July 1, 2018. Legislators cited needing more time to tinker with the measure as the reason for enacting the delay. Personal use, possession, and cultivation of marijuana all became legal on December 15, 2016.

Right now, there are 34,816 (up from 19,000 in early 2016) people who have gotten medical cannabis cards that allow them to use weed legally to treat a variety of ailments. They are served by 10 dispensaries. It is expected over 700,000 customers potentially interested in using of a recreational cannabis.

Massachusetts cannabis market only in recreational part is expected to become a \$1 billion industry by 2020. Research from multiple marijuana data and investment firms predict Massachusetts can become such a travel destination. If correct, an influx of tourists to Massachusetts can expand the economic impact of this legislation far beyond simply the marijuana industry.

Cannabis Taxes

Under the new law, recreational marijuana will be taxed 17 to 20 percent, depending where you buy it. The baseline tax is 17 percent, which is determined from a combination of a 6.25 percent sales tax and a 10.75 percent special excise tax on adult use. But cities and towns can choose to add a three percent tax on top of the 17 percent, tallying up to a 20 percent tax on retail cannabis.

Cannabis Control Commission (CCC) Deadlines

<i>March 15, 2018</i>	CCC shall promulgate rules and regulations for the issuance of licenses.
<i>April 1, 2018</i>	Accept applications for licenses.
<i>April 1-15, 2018</i>	Review applications of operating medical establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license.
<i>May 1, 2018</i>	Independent Testing Laboratory regulations and rules promulgated. Regulations for Nantucket and Duke counties promulgated.
<i>June 1, 2018</i>	CCC may start issuing licenses for marijuana establishments.
<i>December 31, 2018</i>	If CCC has not yet transferred medical marijuana program from the Department of Health, the program automatically transfers.

## SWOT Analyses

S

- Building of dependable relationships with indoor and outdoor cultivators, concentrates and edibles manufactures across Massachusetts
- Diversified, Strategic Partnerships
- Extensive industry knowledge

W

- Enhanced risk of banking / financial / IRS scrutiny
- Difficulties with finding employees
- High starting capital
- Competitive market

O

- High growth industry
- Growing interest and demand for natural, alternative medicine
- Trend toward greater cannabis legalization, including the use of cannabis for recreational purposes
- A significant drop in wholesale pricing
- Global Market

T

- Enforcement of federal law
- Possible cannabis law changing
- Indicators of a slowed global economy
- Large companies entering the market



# Marketing Strategy & Implementation

## Marketing Strategy

### Marketing Plan

Because cannabis is illegal under federal law, state governments and online advertising platforms are placing strict rules on how companies can market their products.

Google, Facebook and Twitter all have advertising policies that restrict the promotion of the sale of cannabis. Google's policy prohibits ads that promote "substances that alter mental state for the purpose of recreation." Facebook restricts any "illegal, prescription, or recreational drugs." And Twitter bans "illegal drugs" as well as substances that cause "legal highs." Instagram and Facebook have decided to go a step further by removing pages of cannabis related businesses.

The most effective strategies for legal marijuana companies are direct marketing at industry conferences and other events, building communities around marijuana -related concerns such as health and wellness. The marketing and sales strategy of CannaCult Dispensary/Store will be based on generating long-term personalized relationships with growers and manufactures.

Marketing and advertising campaign includes:

- Meeting with growers and manufactures
- E-mail Marketing
- Advertising and articles in the thematic Magazines, including:
  - Cannabis Now
  - 420 Magazine
  - Marijuana Venture
  - MG Magazine
- Business events and conferences
- Business and industry associations
- Brand development
- Brochures
- Website development with search engine optimization
  - Keywords
  - Fresh content
- Platforms and Directories

Table 1. Cannabis business directories

WEEDMAP <a href="https://weedmaps.com/">https://weedmaps.com/</a>	Marijuana dispensary/store finder on the planet. With over 7,750 listings throughout the U.S., Canada, and Europe.	WeedMaps has 7.96 million total visits each month.
LEAFY <a href="https://www.leafly.com/">https://www.leafly.com/</a>	Leafy is a cannabis information resource for finding the right strains and products. Services include: cannabis finder, online store, branding, doctors' portal.	Leafy has 226.27 thousand total visits each month.
<a href="https://www.cannasaver.com/">https://www.cannasaver.com/</a>	Canna-Saver is website for cannabis and related coupons, devoted to marijuana deals and savings. Offers a constant flow of deals and savings from the top cannabis and marijuana retailers.	Cannasaver has 310.04 thousand total visits each month.
<a href="http://cannabiscouponcodes.com/">http://cannabiscouponcodes.com/</a>	Website with cannabis coupon codes.	Cannabiscouponcodes has 81.49 thousand total visits each month.

## Target Customers

Aside from the cannabis which is our core product, Alchemy League dispensary/store will retail a wide range of Cannabis Infused **products** to customers who are based in Roxbury, Dorchester, Jamaica Plain and every other city where our stores will be opened. We will also engage in the sale of accessories such as pipes, lighters, apparel, etc.

Alchemy Dispensary/Store will ensure that all our customers are given first class treatment whenever they visit our store. We have a CRM software that will enable us to manage a one-on-one relationship with our customers no matter how large our patient base grows. We will ensure that we get our customers involved in their own cannabis use decisions to make the right choices for their unique recreational needs.

With the aforementioned broader context in mind, Alchemy League will initially target customers in the local area where the first dispensary will be opened. This area includes Roxbury, Dorchester and Jamaica Plain, Massachusetts. Using data to determine an initial target market, it is important to look at the demographics in these neighborhoods.

Overall, Boston's population has grown in the last decade and a lot of activity has been occurring that promotes and supports neighborhood redevelopment. In 2010, Boston had 617,591 residents, making it the most populous city in Massachusetts. More recent data counts from the U.S. Census Bureau, 2012-2016 American Community Survey and BPDA Research Division Analysis show the current population of Boston at 658,279.

The population of Boston has become increasingly diverse over time. While 50% of Boston residents were White in 2000, this percentage fell to slightly less than a majority (45%) by 2015. Much of the diversification in the population of Boston is due to an increase in the Latino population relative to the overall population of Boston, which increased from 14% in 2000 to 20% in 2015.

Of the Boston neighborhoods targeted by Alchemy League, Dorchester is the largest. It is the largest neighborhood in Boston, with a population of 124,489 in 2015, making up 19% of Boston's total population. Dorchester's population has increased by 4.7% from 2000 to 2015. 44.5% of Dorchester's population is Black/African-American, 22.2% is White, 17.5% is Hispanic, 9.9% Asian and 5.8% Other.

In terms of adult age distribution, 27.6% are 20-34, 26.4% are 35-54, 10.7% are 55-64 and 9.8% are 65+. Dorchester has a higher share of 35 to 64-year old's than the city as a whole.

Dorchester's resident labor force had 68,104 people in 2015, 18% of Boston's resident labor force. 69% of Dorchester residents age 16 and over participate in the labor force, about the same as the city's labor force participation. The top occupations for residents in Dorchester in 2015: Administrative Support, Management, and Sales. Education. Twenty-five percent of Dorchester residents age 25 and older had a

bachelor's degree, compared with 45% of Boston residents. The median household income in Dorchester in 2015 was \$47,200, lower than the Boston median of \$55,777.

Jamaica Plain is another neighborhood that will be initially targeted by Alchemcy League. Jamaica Plain had 39,240 residents in 2015, 6% of Boston's population. Jamaica Plain grew by 8% from 2000 to 2015, slightly slower than the city's growth of 10%. In terms of adult age distribution, 34.8% of the population is 20-34, 25.5% are 35-44, 10.5% are 55-64 and 10.7% are 65+.

In terms of ethnicity, 55.6% of the population is White, 10.2% is Black/African-American, 24.7% is Hispanic, 5.7% is Asian and 3.8% is Other. More than 50% of Jamaica Plain's population is White, higher than Boston's share of 46%

Jamaica Plain's labor force had 24,830 people in 2015, 7% of Boston's resident labor force. 75% of Jamaica Plain's residents age 16 and older participate in the labor force, higher than Boston's 68%. The top occupations of Jamaica Plain residents in 2015: Education, Training, and Library, Management, and Office and Administrative Support. Education. More than 63% of Jamaica Plain residents age 25 and older in 2015 had obtained a bachelor's degree or higher, higher than Boston's share of 45

The median household income in Jamaica Plain in 2015 was \$76,968, higher than the Boston median of \$55,777.

Roxbury is another neighborhood that Alchemy League is tageting. Roxbury had 51,252 residents in 2015, 8% of Boston's population. Roxbury grew by 20% from 2000 to 2015, doubling the city's growth of 10% over the same time period. In terms of adult age distribution, 26.5% of residents are 20 – 34, 24.3% are 35 – 54, 10.2% are 54-65 and 10.3% are 65.

In terms of ethnicity, 11.2% of residents are White, 52.8% are Black/African-American, 29.0% are Hispanic, 3.3% are Asian and 3.6% are Other. Black/African Americans represent more than half of Roxbury's residents compared to Boston's 23%

Roxbury's resident labor force had 23,813 people in 2015, 6% of Boston's resident labor force. 58% of Roxbury residents ages 16 and older participate in the labor force, compared to 68% for Boston. The top occupations of Roxbury residents in 2015: Educational Services, Retail Trade and Administrative Support. Education. A lower share Roxbury residents age 25 and older have a bachelor's degree than the citywide average

The median household income in Roxbury in 2015 was \$25,937, lower than the Boston median of \$55,777.

### **Addressing Potential Benefits and Needs in the Health and Mental Health Arena**

As legalized marijuana has continued to become a larger reality in the United States, there are many potential positive uses of cannabis to address health and mental health issues. Peter Grinspoon, MD,



Contributing Editor of Harvard Health Blog stated in a January 15, 2018 blog post: “My advice for doctors is that whether you are pro, neutral, or against medical marijuana, patients are embracing it, and although we don’t have rigorous studies and “gold standard” proof of the benefits and risks of medical marijuana, we need to learn about it, be open-minded, and above all, be non-judgmental.”

His blog article discussed the reality that patients report many benefits of CBD such as relief from anxiety, insomnia and pain. He acknowledged that pain control is the most common use for medical marijuana in the United States, being quite effective for the chronic pain that plagues millions of Americans, especially as they age. (<https://www.health.harvard.edu/blog/medical-marijuana-2018011513085>)

A key goal of Alchemy League is to share the positive aspects of cannabis and promote its use . Thus, in addition to demographic information, there are other data sources and indicators that will be helpful to Alchemy League to ensure that we are targeting our products and services to the needs and interests of the community. Boston benefits from several agencies that provide current and important information on the health status of Boston residents that is useful for providing context about the community.

A report of the Boston Public Health Commission (Health of Boston 2016-2017) includes information on several health issues and indicators affecting Boston residents. This report includes local information as well as referencing national data that provides important context for issues.

Locally:

- In 2015, 12% of Boston adult residents reported feeling persistent sadness (feeling sad, blue, or depressed for more than 15 days within the past 30 days).
- Dorchester had higher rates of persistent sadness than rest of Boston
- Jamaica Plain and Roxbury had similar rates of persistent sadness as the rest of Boston
- In 2015, 22% of Boston adult residents reported feeling persistent anxiety (feeling worried, tense, or anxious for more than 15 days within the past 30 days). The percentage of adults with persistent anxiety increased significantly between 2006 and 2015.
- The percentage of adults with persistent anxiety was higher for Adults ages 18-24 (21%), 25-44 (24%), or 45-64 (22%) compared with adults ages 65 and older (14%)
- Roxbury had higher rates of anxiety than the rest of Boston
- Jamaica Plain and Dorchester had rates of anxiety similar to the rest of Boston

DATA SOURCES: Boston Behavioral Risk Factor Survey (2006, 2008, 2010, 2013, 2015), Boston Public Health Commission; Boston Behavioral Risk Factor Survey (2013, 2015), Boston Public Health Commission

## **Mental Health**

The World Health Organization (WHO) defines mental health as “a state of well-being in which every individual realizes his or her own potential, can cope with the normal stresses of life, can work productively and fruitfully, and is able to contribute to his or her community”.

National data indicates that:

- In 2015, nearly one in five adults suffered from a diagnosable mental illness such as depression or anxiety; (*Center for Behavioral Health Statistics and Quality. National Survey on Drug Use and Health 2016.*)
- Women in general are more likely than men to experience an anxiety disorder in their lifetime; (*National Institute of Mental Health. Any Anxiety Disorder Among Adults 2016*)
- Black and Latino individuals have a higher lifetime prevalence of dysthymic disorder\* compared to White individuals; (*Mayo Clinic Staff. 2015; Riolo SA, Nguyen TA, Greden JF, King CA. American journal of public health. 2005;95(6).*)
- Black and Latino individuals are less likely than White individuals to receive medical treatment for mental health disorders when they do arise; (*Mayo Clinic Staff. 2015; Riolo SA, Nguyen TA, Greden JF, King CA. American journal of public health. 2005;95(6). Agency for Healthcare Research and Quality. 2010*)
- Lesbian, gay, bisexual, transgender, and/or queer (LGBTQ) individuals are about three times more likely than straight individuals to have a mental health condition such as depression or anxiety; (*National Alliance on Mental Illness. Find Support LGBTQ Arlington, VA2017*)
- LGBTQ individuals of color are subjected to both racism and homophobia, and recent research has found that psychiatric symptoms were associated with both racist and heterosexist stressors for Black and Latino LGBTQ individuals. (*Balsam KFea. Measuring Multiple Minority Stress: The LGBT People of Color Microaggressions Scale. Cultural diversity & ethnic minority psychology. 2011;17(2):163-74; Calabrese S. K., Meyer I. H., Overstreet N. M., Haile R., Hansen N. B. Psychology of women quarterly. 2015;30(3):287-304.*)

\*Dysthymic disorder is a persistent depressive disorder characterized by chronic feelings of hopelessness and low-self-esteem that can last for years and can significantly interfere with daily life.

### Effects of stress

- Economic difficulties, physical deprivation, job strain, family responsibilities, material disadvantage, and discrimination can have harmful effects on mental health; (*American Psychology Association. How stress affects your health 2014*)
- Chronic stress can influence the release of stress hormones that in turn affect cholesterol levels, inflammation, blood pressure and others. High stress markers are connected with

heart disease and depression. *(Friedli L. Mental health, resilience, and inequalities. Copenhagen, Denmark: World Health Organization Regional Office for Europe, 2009)*

## **Marijuana use**

In 2015, 14% of Boston adult residents reported having used marijuana, hashish, or products that contain tetrahydrocannabinol (THC), the active ingredient in marijuana, in the past year. The percentage of adults who reported having used marijuana, hashish, or products that contain THC was higher for adults ages 18-24 (21%), 25-44 (17%), or 45-64 (9%) compared with adults ages 65 and older (3%). It was also higher for adults who lived in households with an income of \$25,000-\$49,999 (20%) compared with adults who lived in households with an income of \$50,000 or more (12%).

The percentage of adults who reported having used marijuana, hashish, or products that contain THC was lower for the females (9%) compared with males (19%), Latino adults (9%) compared with White adults (16%), Foreign-born adults who had lived in the United States for more than 10 years (7%) compared with adults who were born in the United States (18%)

In 2015, there was no significant difference in the percentage of Black female Boston adult residents who reported having used marijuana, hashish, or products that contain (THC) in the past year compared with White female adults. Also, there were no significant differences for Black and Latino male adults compared with White male adults.

DATA SOURCE: Boston Behavioral Risk Factor Survey (2015), Boston Public Health Commission

The aforementioned data, including local demographic data as well as local data on the mental health and health issues referenced will be important in ensuring that Alchemy League is best able to serve its target customers. The national data and trends are important for overall context and for helping Alchemy League understand issues and how they affect certain populations that may be targeted.

## **Sales Forecast**

### **Assumptions**

During the first year, Company intends to launch sales of the vendors' product line and it is expected to generate \$1,000,000 in revenue.

From the second year Company will generate income from \$3,500-\$7,000 a day for the first few months with increasing to about **\$20,000** a day within 1-2 years of the dispensary/store Grand Opening.

From the third year Alchemy League expects a healthy annual increase in retail revenue.

**Please see uploaded financial documents**



# Operating Plan

# Operating Plan

## Dispensary/Store Location and Facilities

**Please see uploaded operation plan**

## Physical Security Plan

### Premises Access

- All external doors and gates will be secured by commercial locks rated to ANSI grade 1 or similar standards and materials will be available on-site for inspection to verify the security rating.
- During not operating hours, all usable cannabis products will be stored indoors on the premises in a secure area with all entries secured with a steel door in a steel frame or the equivalent and commercial locks.
- When not operating, all exterior doors, windows, or other points of ingress/egress will be locked.

### Premises Alarm & Monitoring

- The premises will have an alarm system programmed to activate upon unauthorized breach of any door, window, or other point of entry.
- The alarm system will be capable of detecting unauthorized access to any portion of the premises, including any unenclosed portion of an outdoor production operation.
- The alarm system will provide notification to an authorized representative in the event of any unauthorized entry to any portion of the premises.
- The alarm system will provide a mechanism to contact law enforce by one or more of the following methods:
  - At least two “panic buttons” are installed on the premises that can trigger the alarm system and immediately notify a security company or law enforcement.
  - Mobile “panic buttons” are carried by all license representatives on the premises that can trigger the alarm system and immediately notify a security company or law enforcement.
  - An operational landline telephone is present at all times within the limited access area that is capable of contacting security or law enforcement.

## Video Surveillance

1. The premises will be equipped with a video surveillance system.
2. Cameras will cover all areas where any marijuana items (including plants and waste) will be present at any time including pathways where product will be moved, without any “blind spots”
3. Cameras will cover all areas within 15 feet of all points of entry/exit from the licensed premises in all directions.
4. All cameras will record continuously 24 hours a day at a resolution of 1280 x 720 pixels or better in all lighting conditions.
5. All cameras will cover areas where marijuana items will be present and all cameras covering the surveillance area record at a minimum of 10 frames per second.
6. All cameras will cover exterior non-limited access areas record at a minimum of 5 frames per second.
7. The surveillance room will contain a list of personnel authorized to access the surveillance system.
8. We will keep a log of all maintenance activity for the surveillance equipment including name of the individual, date and time of access, and reason for access.
9. The surveillance system will include a monitor capable of viewing video from any camera, a digital archiving device, and a printer.
10. The surveillance system will have a backup battery that will provide at least one hour of continuous recording in event of any power failure.
11. An authorized representative will receive immediate notification within one hour of the failure of any security camera or portion of the surveillance system.
12. All required recordings, including the backups of the surveillance area recordings kept for 90 days with a method to store video longer than 90 days if requested.



## Tracking Solution

Company intends to use special tracking solution, which will allow us to remain compliant while helping to identify key data points to streamline and optimize inventory management at each phase of the operation: transportation, lab testing and dispensing.

**Transport Manifests** – Creating, submitting, and storing compliant transportation manifests noting vehicle, driver, and cargo contained for regulatory review.

**Product Details** – Product details for the inventory items, printing key information directly on the labels including ingredients, potency results, plus a reactive expiration date that can lock a product if it's past expiration.

**Inventory Management** – Analyzing the sales data to optimize the dispensary/store inventory to the customers.

**Data Driven CRM** – Out-of-the-Box Customer Relationship Management (CRM) tools to reward loyal customers and referrals. Setup targeted email and text campaigns based on customer's favorite products, last visit date, purchase history, birthdays and more.



# Organizational Structure

## Organizational Structure

Alchemy League is a business that will be built on a solid foundation. From the outset, we have decided to recruit only qualified people to man various job positions in our company. We are quite aware of the rules and regulations governing the cannabis industry of which cannabis dispensing falls under which is why we decided to recruit experienced and qualify employees as foundational staff of the organization. We hope to leverage on their expertise to build our business brand to be well accepted in the United States.

These are the positions that will be available at Alchemy League:

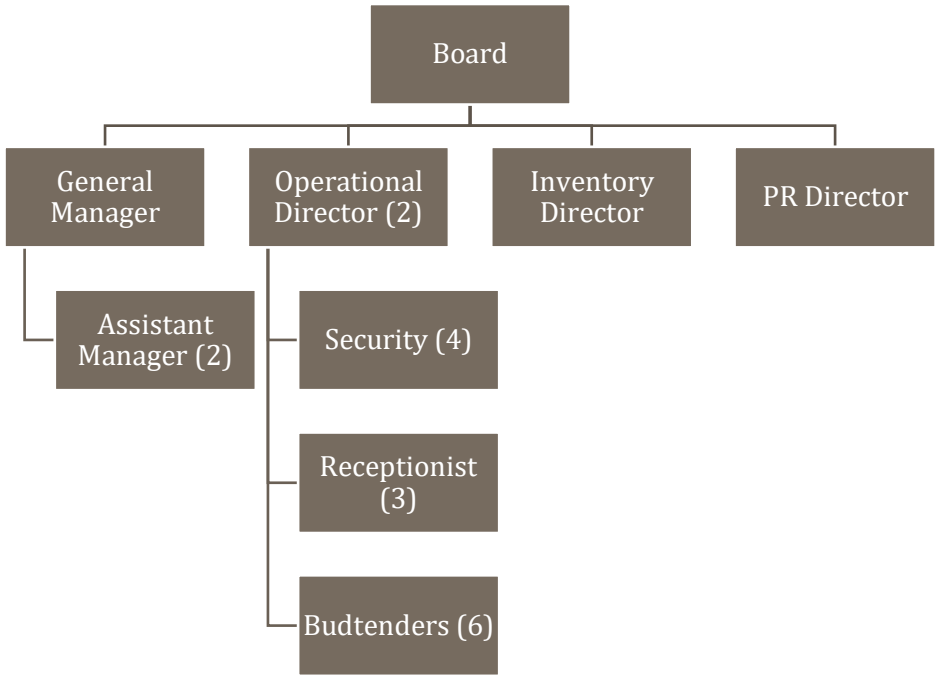


Figure 4. Organizational structure

Table 2. Personnel plan

Position	Year 1	Year 2	Year 3	Annual Salary
Operating Director	1	1	1	50,000 + %
Admin and Logistics Personnel	1	2	2	72,000
Sales& Marketing Personnel	1	3	5	60,000
Security	1	2	2	50,000

## Ownership



## Financial Plan

# Financial Plan

## **Funding analysis**

Company intends to raise \$450,000 for 5 years with ROI 15% and profit share 5%.

***Please see uploaded financial documents***

**Direct and Operating Expense Breakdown**

Direct Costs

Operating Expenses

*Please see uploaded financial documents*

**Please see uploaded financial documents**

### **Profit & Loss Forecast**

Business's revenue is projected to grow significantly for the first two years' timeframe.

**Please see uploaded financial documents**



## Cash Flow Statement

The cash flow projections show that business will have sufficient cash to support the activity.

**Please see uploaded financial documents**

## **Balance Sheet**

The balance sheet shows healthy growth of net worth and strong financial position.

***Please see uploaded financial documents***

## Main Ratios

The return on equity ratio (ROE) measures how much the owner and investors earn for their investment in the company. The higher the ratio percentage, the better return is. In general, financial analysts consider return on equity ratios in the 15-20% range as representing attractive levels of investment quality. As we can see ROE for our project is higher and in average draw up 40%.

Return on assets (ROA) gives an idea as to how efficient management is at using its assets to generate earnings.

Profitability ratios are a class of financial metrics that are used to assess a business's ability to generate earnings as compared to its expenses and other relevant costs incurred during a specific period of time.

**Please see uploaded financial documents**



# Appendix

## Plan to Obtain Liability Insurance

### Revised explanation

Alchemy League's policy to be obtain general liability and product liability insurance coverage of will cover no less than \$1 million per occurrence and \$2 million in aggregate annually. The deductible for each policy can be no higher than \$5,000 per occurrence. Vehicles used for delivery by a delivery licensee shall carry liability insurance in an amount not less than \$1,000,000 combined single limit.

## **Record-Keeping Procedures. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(9) and (12)**

### ***500.101(1)(c)7. A detailed summary of the business plan for the adult-use Marijuana Establishment; i. Record-Keeping Procedures***

Alchemy's Record-Keeping Procedures are summarized in our operating policies and procedures as required under 935 CMR 500.101(1)(c)(7). These operating policies and procedures will be on file at Alchemy League and have been provided to the Commission with our application for licensure. These policies and procedures include a detailed summary of Record-Keeping Procedures.

### ***500.105(9) and (12);***

***(9) Record Keeping. Records of a Marijuana Establishment must be available for inspection by the Commission, upon request. The records of a Marijuana Establishment shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:***

#### ***(a) Written operating procedures as required by 935 CMR 500.105(1);***

Alchemy League will keep on file, and make available, as requested for inspection by the Commission, written operating procedures as required by 935 CMR 500.105(1).

#### ***(b) Inventory records as required by 935 CMR 500.105(8);***

Alchemy League will keep on file, and make available, as requested for inspection by the Commission, inventory records as required by 935 CMR 500.105(8).

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

Alchemy League will keep on file, and make available, as requested for inspection by the Commission, seed-to-sale tracking records as required by 935 CMR 500.105(8)(e).

Additionally, Alchemy League will institute the following procedures in record-keeping for tracking and daily operations.

## **TRACKING AND RECORDKEEPING OF DAILY OPERATIONS**

Daily operations are defined by critical transitions: opening for business, harvesting or packaging plants, acquiring, selling, delivering, or disposing of inventory, closing for the day, etc. The inventory tracking system will be designed to enable us to document inventory status/flow for each critical transition event:

I.Procedure:

- a. Those involved in handling the inventory must identify themselves to the system with a secure authentication procedure (e.g., a unique employee password or electronically-readable ID).
- b. The type of transition event will be indicated, and the inventory is identified by electronic reading of its tracking number.
- c. The system automatically aggregates inventory by the types of transitions through which it passes (all sales, all deliveries, etc.) and by time of day (e.g., the disposition of any and every product at 3:00pm: being harvested, in transit, sold, etc.).
- d. The following events will be tracked:
  - i.Beginning Inventory,
  - ii.Inventory Receipts
  - iii.Sales,
  - iv.Disbursements,
  - v.Deliveries
  - vi>Returns,
  - vii.Disposals, and
  - viii.Closing Inventory.
- e. Where applicable (e.g., whenever loose inventory is being handled), authorized personnel will determine the weight of the product, entering it into the system. In this way the flow of inventory through our facility is fully documented in real time.

***(d) The following personnel records:***

***1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;***

Alchemy League will keep on file, and make available, as requested for inspection by the Commission, job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions.

***2. A personnel record for each marijuana establishment agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following: a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2); b. documentation of verification of references; c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; e. documentation of periodic***



***performance evaluations; f. a record of any disciplinary action taken; and g. notice of completed responsible vendor and eight-hour related duty training.***

Alchemy League will establish a personnel record for each Alchemy League agent. We will keep on file for at least 12 months after termination of the affiliation with Alchemy League. This record will include a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2); b. documentation of verification of references; c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters; e. documentation of periodic performance evaluations; f. a record of any disciplinary action taken; and g. notice of completed responsible vendor and eight-hour related duty training.

Additionally, Alchemy League will institute the following procedures:

#### **TIME AND ATTENDANCE**

ALCHEMY LEAGUE administrates time and attendance via TIME AND ATTENDANCE SYSTEM. General Managers should use the scheduling tool <http://wheniwork.com/> to create employee schedules.

##### **I.Procedure**

- a. The employee is setup to utilize the Time Clock function in TIME AND ATTENDANCE SYSTEM by the General Manager via the Administration / User Administration function
- b. Employee logs on to TIME AND ATTENDANCE SYSTEM with their credentials and then logs in again under the Time Clock tab. The system tracks their hours based on when they log in for their shift and when they log out.
- c. Exceptions to the time clock are documented on a Time Clock Exception Form and must be approved by the Team Lead on-duty. Exception forms are forwarded to the General Manager for inclusion in payroll administration.

#### **PAYROLL**

ALCHEMY LEAGUE utilizes PAYROLL SYSTEM for payroll processing. They are the premier payroll administration company in the U.S. and provide a very cost effective, easy method of processing. Our payroll process is run every two weeks:

##### **I.Procedure**

- a. Subscribe to the PAYROLL SYSTEM and setup your club and employees online via their instructions.
- b. Every two weeks run the Time Clock report in TIME AND ATTENDANCE SYSTEM per the date range for the pay period.

- c. General Manager audits makes any needed manual entries and approves payroll report.
- d. COO audits and inputs the approved report into the PAYROLL SYSTEM, makes adjustments for overtime, bonus, spiff payments and corrections to previously payroll periods.
- e. Checks and direct deposit receipts are overnighted from PAYROLL COMPANY to Company Name. Delivery requires a signature.
- f. Checks are signed by the COO and they, along with direct deposit receipts, are enveloped and secured in a locked location for distribution.  
Manual checks are handed out to employees personally or by mail as are direct deposit receipts.

***3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;***

***4. Personnel policies and procedures; and***

***5. All background check reports obtained in accordance with 935 CMR 500.030.***

Alchemy League will develop and maintain a staffing plan that will demonstrate accessible business hours and safe cultivation conditions. We have developed and will follow personnel policies and procedures (see Question 10 for additional info); and all background check reports obtained in accordance with 935 CMR 500.030.

***(e) Business records, which shall include manual or computerized records of:***

***1. Assets and liabilities;***

***2. Monetary transactions;***

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

Alchemy League will maintain business records, including assets and liabilities, monetary transactions and books of accounts (including journals, ledgers, agreements, checks, invoices, vouchers and other supporting documents).

## **ACCOUNTING**

Accounting practices are done in accordance with GAAP rules. Alchemy League uses both internal resources as well as outside professional services to maintain integrity, transparency, and compliance.

The General Manager and COO retain primary responsibility and accountability for establishing internal controls and secure, accurate financial information to appropriate outside services. It is expected that accurate records are maintained in TIME AND

ATTENDANCE SYSTEM and QuickBooks. Additionally, lockable filing cabinets and control of hardware and software access to financial information.

Finally, an Accounting firm is contracted for general accounting services based on references, types / sizes of business' in the firm's current client base, and their fee structures.

## **MONTH END TASKS**

### **I.Procedure**

- a. Provide the following items to accounting firm
- b. Ongoing access to Daily Sales Reports (Cloud)
- c. PAYROLL SYSTEM Summary Report for both pay periods (Chan & Holdings)
- d. TYSIS (Gearfire) Report w/categories added (Online Sales)
- e. Month end physical inventory report (POS SYSTEM)
- f. Memberships Report for the month (POS SYSTEM)
- g. Approve and publish monthly financial report to Board Members

### ***4. Sales records including the quantity, form, and cost of marijuana products; and***

## **SALES AND CASH MANAGEMENT**

### **I.Procedure**

- a. Sales and Cash Management
  - i.Team Lead or Management member is responsible for Cash Handling
  - ii.Print Register Reports out of POS SYSTEM and balance all cash drawers to \$400 as part of evening closing procedures
  - iii.Reconcile daily cash, checks, and gift card amounts to Register Reports
  - iv.Put bagged cash, checks, gift cards and their associated Register Reports in safe
- b. Daily Sales Reporting
  - .Designated Team Lead or Manager is responsible for daily sales reporting
  - i.Reconcile daily cash, checks and gift card amounts to the Register Reports to validate previous night's closing activities
  - ii.Print day's Revenue Report, Deposit Report, and Sales by Category Report from TIME AND ATTENDANCE SYSTEM
- iii.Daily Sales Template (Excel Spreadsheet)
  1. Enter sales by revenue categories from TIME AND ATTENDANCE SYSTEM Revenue Report
  2. Enter sales tax calculations from TIME AND ATTENDANCE SYSTEM Revenue Report

3. Enter Cost of Goods Sold by revenue categories from TIME AND ATTENDANCE SYSTEM Sales by Category Report
4. Enter Credit Card, Drawer Cash, and Gift Card transactions from the Deposit Report (report any over/under cash amounts)
5. Save completed Daily Sales Template, by date, to Company Name shared drive, Daily Reports
6. Utilizing the Daily Sales Report Spreadsheet, make daily journal entry into QuickBooks

iv. Designated Team Lead or Manager fills out deposit slip noting the day's reporting date and makes a daily deposit

#### **CLIENT/CUSTOMER RECORD KEEPING**

This policy is the method by which ALCHEMY LEAGUE shall create and maintain client/customer record keeping. ALCHEMY LEAGUE is dedicated to proper accurate and confidential record keeping consistent with Massachusetts Law and HIPPA.

##### **I. Procedure**

- A. ALCHEMY LEAGUE will utilize the TRACK AND TRACE software to track and maintain customer interaction and records, which will be readily available to the Commission upon request. A qualifying customer record will be protected from loss, damage, or unauthorized use; through the TRACK AND TRACE system.
- B. ALCHEMY LEAGUE will utilize TRACK AND TRACE to record purchases including recordation by internal clock, denials of sale, delivery options, and other pertinent customer records.
- C. Our system allows for confidentiality and record retention of no less than 5 years from the date of the qualifying customer's or, if applicable, the qualifying customer's designated caregiver's last request for marijuana.
- D. Upon a first dispensary visit a client's information is entered into the system by a dispensary agent and will include all required information for the POS SYSTEM entry including:
  - a. The client's name;
  - b. The qualifying client's date of birth;
  - c. The qualifying client's Emergency Contact;
  - d. The any symptoms for which the client may be seeking marijuana;
  - e. The name of the qualifying customer's designated caregiver, if applicable.
- E. Entries are to include the dispensary agent's registry I.D. Number for tracking purposes and may only be made by the agent who is recording the transaction. Under no circumstances may an agent use another agent's I.D.
- F. No changes should be made which make any entries illegible.
- G. There are safeguards to prevent unauthorized use as POS SYSTEM utilizes separate login information for users and all terminals are recorded by security camera.

H. In conjunction with **ALCHEMY LEAGUE's** educational support for clients, Recordation of a description of the materials and the date the materials were provided shall be made.

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

Alchemy League will document and maintain records of 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 Alchemy League.

***(f) Waste disposal records as required under 935 CMR 500.105(12);***

***500.105(12)(d). Waste Management Records.***

***No fewer than two Marijuana Establishment Agents must witness and document how the marijuana waste is disposed or otherwise handled (recycled, composted, etc.) in accordance with 935 CMR 500.105(12). When marijuana products or waste is disposed or handled, the Marijuana Establishment must create and maintain a written or electronic record of the date, the type and quantity disposed 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 other handling, with their signatures. Marijuana Establishments shall keep these records for at least three years. This period shall automatically be extended for the duration of any enforcement action and may be extended by an order of the Commission.***

***(g) Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.***

Alchemy League will keep all records for at least two years at the expense of the Alchemy League and in a form and location acceptable to the Commission.

**Maintenance of Financial Records Procedures. 935 CMR  
501.101(1)(c)(7); 935CMR 501.140(6) and (9)**

***501.101(1)(c)7. A detailed summary of the business plan for the Medical - Use Marijuana Establishment; j. Maintenance of Financial Records***

Alchemy's Maintenance of Financial Records Procedures is summarized in our operating policies and procedures as required under 935 CMR 500.101(1)(c)(7). These operating policies and procedures will be on file at Alchemy League and have been provided to the Commission with our application for licensure. These policies and procedures include a detailed summary of Maintenance of Financial Records Procedures.

***501.140(6) and (9)***

***(6) Recording Sales.***

***(a) A Marijuana Retailer shall only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.***

***Alchemy League will utilize a point-of-sale (POS) system approved by the Commission.***

- A. ALCHEMY LEAGUE plans to utilize TRACK AND TRACE software to track and maintain customer interaction and records, which will be readily available to the Commission upon request. A qualifying record will be protected from loss, damage, or unauthorized use; through the TRACK AND TRACE system.
- B. ALCHEMY LEAGUE will utilize TRACK AND TRACE to record sales including recordation by internal clock, denials of sale, delivery options, and other pertinent records.
- C. Our system allows for confidentiality and record retention of no less than 5 years from the date of the last recording.
- D. Entries are to include the dispensary agent's registry I.D. Number for tracking purposes and may only be made by the agent who is recording the transaction. Under no circumstances may an agent use another agent's I.D.
- E. No changes should be made which make any entries illegible.
- F. There are safeguards to prevent unauthorized use as POS SYSTEM utilizes separate login information for users and all terminals are recorded by security camera.
- G. In conjunction with **ALCHEMY LEAGUE's** educational support for clients. Recordation of a description of the materials and the date the materials were provided shall be made.

***(b) A retailer may utilize a sales recording module approved by the DOR.***

Alchemy League will utilize a recording module approved by the DOR.

***(c) A retailer is prohibited from utilizing software or other methods to manipulate or alter sales data.***

Alchemy League will only use a system that does not allow the establishment to manipulate or alter sales data.

***(d) A retailer shall conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. A Marijuana Retailer shall maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If a retailer determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data: 1. it shall immediately disclose the information to the Commission; 2. it shall cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and 3. take such other action directed by the Commission to comply with 935 CMR 500.105.***

Alchemy League shall conduct a monthly analysis of its equipment and sales to ensure that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. Alchemy League will produce these records upon request to the Commission. If Alchemy determines that software has been installed for the purpose of manipulation or alteration of sales data or other methods have been utilized to manipulate or alter sales data, Alchemy League shall immediately disclose the information to the Commission, cooperate with the Commission in any investigation; and take such other action directed by the Commission to comply with 935 CMR 500.105.

***(e) A retailer shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.***

Alchemy League will comply with Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.

***(f) A retailer shall adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.***

Alchemy League will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.

***(g) The Commission and the DOR may audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 501.000;***

Alchemy League welcomes audit/s and examination of the establishment's point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 501.000.

***(h) A retailer that is co-located with a medical marijuana treatment center shall maintain and provide to the Commission 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 501.140(10).***

Not Applicable

***(9) Testing. No marijuana product, including marijuana, may be sold or otherwise marketed for MTC use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 501.000. The product must be deemed to comply with the standards required under 935 CMR 501.160.***

Alchemy League will not sell or otherwise market any marijuana product that is not capable of being tested by Independent Testing Laboratories.

Additionally, Alchemy League will implement the following procedures for Maintenance of Financial and Business Records.

The purpose of this policy is to outline recordkeeping requirements in the rules to ensure ALCHEMY LEAGUE remains in compliance and records are accurate and transparent. The Licensee of ALCHEMY LEAGUE will maintain records that clearly reflect all financial transactions and the financial conditions of the business.

#### I.Procedure

The following records will be kept and maintained for a duration of seven years. These records will be made available for inspection if requested by an employee of the Cannabis Control Commission (CCC) or the Massachusetts Department of Tax.

- A. Records will be kept in a manner that allows the records to be produced for the Commission in a hard copy or electronic form
- B. Documentation of all financial transactions related to the licensed business.

#### i.Sales Invoices

#### ii.Receipts

#### iii.Tax Records

iv.All records required by the Massachusetts Department of Tax and Fee Administration under title \_\_\_\_, Massachusetts Code of Regulations, sections \_\_\_\_\_.

C. Purchase invoices and supporting documents for items and services purchased for use in the production, processing, research, testing and sale of marijuana items that include from whom the items were purchased and the date of purchase.

D. Personnel Records including:

.Employee's full name,

i.Social security or individual tax payer identification number

ii.Date employment begins



iii. Date of termination of employment if applicable

E. Training Records including:

.Content of the training provided

i. Name of the employees that received training

ii. The date in which the employee received track and trace training

F. Contract regarding commercial cannabis activity

.Agreements for services performed

i. Agreements for services received

G. Permits for operation

.Seller's Permit

i. Local Authorization to conduct the licensee's commercial cannabis activity

H. Security Records

.Incident logs

I. Destruction of Cannabis

.Any records related to the destruction of cannabis products

J. Track and Trace

.Any documents required to support the track and trace system

K. Any other relevant documents in connection with the licensed commercial cannabis business

## **ACCOUNTING**

Alchemy League, Inc. will implement an accounting system in accordance with generally accepted accounting principles (GAAP). Alchemy League, Inc. will use both internal resources as well as outside professional services to maintain integrity and compliance of its accounting practices with applicable laws and government regulations together with the specific requirements of the Massachusetts Department of Revenue and the Cannabis Commission.

The accounting system will primarily be on QuickBooks or similar accounting platform which will interface with Point of Sale, Inventory and Time and Attendance software to control operations and result in a secure accurate and reliable accounting system. All operating records will be maintained on cloud storage.

The General Manager will have primary responsibility for establishing and overseeing this system.

All files for these systems and source and supporting documentation of all transactions will be maintained on cloud storage. Periodically a backup copy of the cloud storage will be

made. Additionally, secure filing cabinets and restricted access to hardware and software for these systems will be implemented.

Reports covering any necessary period and supporting documentation can be downloaded and printed at any time.

An accounting firm will be utilized for general accounting services such as bookkeeping, payroll and tax preparation.

## **Personnel Policies. 935 CMR 500.101(2)**

***500.101(2). A detailed summary of the business plan for the adult-use Marijuana Establishment; Personnel Policies, including background check policies.***

Alchemy's Personnel Policies are summarized in our operating policies and procedures as required under 935 CMR 501.101(1). These operating policies and procedures will be on file at Alchemy League and have been provided to the Commission with our application for licensure. These policies and procedures include a detailed summary of personnel policies.

A personnel record for each Marijuana Establishment Agent. Such records shall be maintained for at least 12 months after termination and shall include, at a minimum, the following:

- a. All materials submitted to the commission pursuant to 935 CMR 500.030(2);
- b. Documentation of verification of references;
- c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision; 935 CMR 500.105(9)

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; 935 CMR 500.105(9)

Documentation of periodic performance evaluations; and a record of any disciplinary action taken; 935 CMR 500.105(9)

Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). 935 CMR 500.105(9)

Personnel policies and procedures, including, at a minimum, the following:

- a. Code of ethics;
- b. Whistle-blower policy; and
- c. A policy which notifies persons with disabilities of their rights under <https://www.mass.gov/service-details/about-employment-rights> or a comparable link, and includes provisions prohibiting discrimination and providing reasonable accommodations; 935 CMR 500.105(9)

All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI). 935 CMR 500.105(9)

A policy for the immediate dismissal of any agent who has diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor. 935 CMR 500.105(1)

***(1) Alchemy Leagues , records for its Marijuana Establishment will be available for inspection by the Commission, upon request.***

***(2) Alchemy Leagues records shall be maintained in accordance with generally accepted accounting principles.***

***(3) Alchemy Leagues written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 501.101, in addition to the following:***

- (a) Written operating procedures as required ;***
- (b) Inventory records as required ;***
- (c) Seed-to-sale tracking records for all marijuana products as required ;***

***(d) The following personnel records: 1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;***

***(e) Alcohol, smoke, and drug-free workplace policies; 935 CMR 501.105(1)***

***(f) A staffing plan and staffing records in compliance with 935 CMR 501.105(9); 935 CMR 501.105(1)***

### **500.105 (1): General Operational Requirements for Marijuana Establishments**

(1) Written Operating Procedures. Every Marijuana Establishment shall have and follow a set of detailed written operating procedures.

#### **PERSONNEL POLICIES FOR ALCHEMY LEAGUE**

##### **Introduction to Company & Values**

Started in 2018, Alchemy League is aiming to be the most popular purveyor of cannabis products in Massachusetts and always be on the cutting edge of developing accessible cannabis solutions to address society's problems. Founded by Leah Daniels, we pride ourselves in being a workplace that works hard, has fun, and serves our customers with A+ quality every day.

***What Is Important to Being A Part of The Team at Alchemy League?***

We believe in:

- **Continuous Improvement** – Both for our own professional development and for the services we provide our customers, becoming an ever-better version of ourselves is important to the very core of Alchemy League. We're willing to learn, improve and innovate constantly.
- **Rolling Up our Sleeves** – No matter the level in the organization, we're willing to dive in head first to get work done and support the team. No one is above lending a hand and ensuring what needs to get done to achieve success is done.
- **Transparency** – We believe in being honest with our customers and with ourselves. We're willing to be open, trustworthy, and truthful in all company dealings.
- **Creativity** – Our customers rely on our ability to be creative, to think "outside of the box", and to deliver winning solutions. We will strive to provide creative ideas and solutions to satisfy customers and help our business grow.
- **Excellence** - Our work is our art and we demonstrate attention to detail, pride, and the highest quality behind every customer account and each company project we work on.
- **Experiences** – Learning by experience is the way we grow. We shouldn't be afraid of failure if we're trying, learning, and moving forward. We will push ourselves to try new things both personally and professionally, and share lessons learned with our peers.

Alchemy League policies may change at any time, and staff employees are expected to comply with the most current versions.

#### **Non-Disclosure Agreement (NDA) and Conflict of Interest Statements**

To protect company assets, we require all employees to adhere to our non-disclosure agreement and avoid any conflicts of interest.

#### ***Non-Disclosure Agreement (NDA) 935 CMR 501.105(1)***

Employees & contractors must not misuse confidential information, including internal and customer information and communications. It is a condition of employment that the employee signs the Alchemy League Confidentiality and Intellectual Property Assignment Agreement, which will be provided under separate cover.

Confidential information generally consists of non-public information about a person or an entity that, if disclosed, could reasonably be expected to place either the person or the entity at risk of criminal or civil liability, or damage the person or entity's financial standing, employability, privacy or reputation. The Company is bound by law or contract to protect some types of confidential information, and in other instances the Company requires protection of confidential information beyond legal or contractual requirements as an additional safeguard. Confidential information includes but is not limited to:

- Payroll records, salary, and non-public benefits information
- Social Security numbers, driver's license numbers, state identification card numbers
- Credit and debit card information, and financial account information

- Personnel records, including but not limited to information regarding an employee's work history, credentials, salary and salary grade, benefits, length of service, performance, and discipline
- Individual conflict of interest information
- Computer system passwords and security codes
- Information regarding customer accounts including customer information
- Alchemy League's internal business plans, tools, products, and strategy methods

### ***Conflicts of Interest***

The Company understands that its staff employees may have or be involved in outside financial, business, professional, academic, public service, or other activities. However, outside activities or commitments, familial or other relationships, private financial or other interests, and benefits or gifts received from third parties may create an actual or perceived conflict of interest between the staff employee and the Company. A conflict of interest is a situation, arrangement, or circumstance where the staff employee's outside or private interests or relationships interfere or appear to interfere with those of the Company or cast doubt on the fairness or integrity of the Company's business dealings. Every employee is responsible for disclosing to his or her supervisor, any financial or personal interests, activities, or personal or familial relationships that create an actual or perceived conflict of interest.

The purpose of this policy is to establish guidelines for conflicts of interest or commitment that might arise in the course of an employees' duties and external activities. This policy does not seek to unreasonably limit external activities but emphasizes the need to disclose conflicts and potential conflicts of interest and commitment, to manage such conflicts and to ensure that the Company's interests are not compromised.

As a basic condition of employment, all Company staff members have a duty to act in the Company's best interest in connection with matters arising from or related to their employment and other Company activities. In essence, this duty means that employees must not engage in external activities that interfere with their obligations to the Company. They may not damage the Company's reputation, compete with the Company's interests, or compromise the independence of the Company's research and business activities, or be seen as doing so. Staff employees likewise must not profit or otherwise gain advantage from any external activity at the Company's expense or engage in external activities under circumstances that appear to be at the Company's expense.

Staff employees must disclose and avoid actual and perceived conflicts of interest or commitment between their Company responsibilities and their external activities. Depending on the circumstances, employee participation in activities in which a conflict or perceived conflict of interest exists may be prohibited or may be permitted but affirmatively managed.

### **Anti-Discrimination Policy**

Alchemy League provides equal employment opportunities to all employees, applicants, and job seekers, and is committed to making decisions using reasonable standards based on each

individual's qualifications as they relate to a particular employment action (e.g., hiring, training, promotions).

No person shall be discriminated against in employment or harassed because of race, color, religion, sex, sexual orientation, gender identity, national or ethnic origin, age, status as an individual with a physical or mental disability unrelated to ability, protected veteran status, military status, unfavorable discharge from military service, citizenship status, genetic information, marital status, parental status, ancestry, source of income, credit history, housing status, order of protection status, actual or perceived association with such a person or other classes protected by law. This policy includes the commitment to maintaining a work environment based on inclusion and free from unlawful harassment.

Under this policy, no employee or applicant shall be subject to retaliation (including harassment, intimidation, threats, coercion or discrimination) because he/she has engaged, in good faith, in the following activities:

(i) filing a complaint under this policy with the Company, or with federal, state, or local equal employment opportunity agencies;

(ii) assisting or participating in an investigation or other activity related to the administration of any federal, state, or local equal employment opportunity or affirmative action law;

(iii) opposing any act or practice prohibited by this policy or federal, state, or local equal employment opportunity or affirmative action law;

or (iv) exercising any other right protected by federal, state, or local equal employment opportunity or affirmative action law.

Staff employees and applicants for employment should immediately bring any complaint or retaliation under this Policy to the business owner.

Alchemy League complies with all federal and state laws concerning the employment of persons with disabilities and acts in accordance with such regulations and guidance including the Americans with Disabilities Act (ADA). Employees with any questions or requests related to these laws and guidelines, including the ADA, should contact the Company's ownership.

## **Employment at Will**

Alchemy League abides by the at will employment doctrine, which means in essence that employees have the right to terminate employment without notice and without cause, for any reason. They are employed at will. As an employer at will, Alchemy League also has the right to terminate any employee for any reason, and also without advanced notice, except where federal or state law prohibit such actions.

### **Compensation**

The amount of compensation you will receive is provided in your offer letter. In addition, Alchemy League is required to deduct specific amounts from your paycheck. These deductions may be taken pre-tax or post-tax depending on IRS tax rules.

### ***Required deductions for federal and state taxes***

As an employee of Alchemy League, there are certain mandatory deductions under federal law that must come out of employees' paychecks.

They are:

- Social security (pre-tax)
- Medicare (pre-tax)
- Federal withholding taxes (pre-tax)
- State withholding taxes (pre-tax)
- Court-ordered garnishments/child support (post-tax)

### ***Voluntary deductions***

Voluntary deductions from an Alchemy League's employee paycheck can include participation in benefits programs such as medical, dental, or vision insurance. These are elective deductions and may be taken pre-tax as laws permit.

### ***Other deductions***

The Company may make deductions from an employee's pay for:

- Full day absences for personal reasons or sickness if vacation/sick leave has been exhausted
- Any days not worked in the initial and final weeks of employment
- For hours taken as unpaid leave

### ***Overtime pay***

Some employees of Alchemy League are considered to be exempt from overtime.

Exempt status as classified by the Fair Labor Standards Act (FLSA) is for those employed in professional roles, such as those at Alchemy League with a salary (versus an hourly wage).

Non-exempt status is reserved for hourly workers, and they are eligible for overtime.

### ***Pay schedules***



Employees at Alchemy League are paid on a [bimonthly basis on the 15th and 30th] via check or direct deposit. If a payday shall fall on a Saturday, Sunday, or bank holiday, the employee will be paid on the Friday prior.

### ***Break times***

To ensure your general health and productivity, employees are offered paid rest breaks of no more than 15 minutes and unpaid lunch time of at least 30 minutes, but not longer than 1 hour.

## **General Employment Information**

### ***Probationary periods***

The probationary period is a time for you to learn about your job and become familiar with Alchemy League. During this time, your supervisor will explain Company policies and procedure, your job duties, and your performance expectations. Your performance will be closely evaluated by your supervisor to ensure that you understand and are able to meet the performance expectations. The probationary period is considered to be the employee's first [90] days. Probationary periods may be extended or reenacted on a case by case basis.

### ***Resignation procedures***

If you decide to terminate your employment, it is recommended that you give at least a two-week notice to your supervisor in order to maintain a mutually respectful relationship. All resignations must be submitted in writing or email to the [Company Owner or the HR manager].

## **Computers and technology**

The Company's information technology systems and the information served by those systems are valuable and vital assets to the Company. This includes all computer systems (hardware and software), communication systems (networks, telecommunications, video, and audio broadcast systems), and information (processes, documents, data, text images, etc.) in any form on any media.

The Company's information technology systems and all data that reside on them are Company property and may only be used in compliance with applicable law and Company and department policy. As a user of information resources, you are responsible for knowing about appropriate and ethical use of information in all environments you access, protecting the information you are using from corruption or unauthorized disclosure, working in such a manner as to consider the access rights of others, and following applicable guidelines concerning the use and nondisclosure of passwords and other means of access control.

The Company has the right to monitor all of its information technology system and to access, monitor, and intercept any communications, information, and data created, received, stored, viewed, accessed or transmitted via those systems. Staff employees should have no expectation of privacy in any communications and/or data created, stored, received, or transmitted on, to, or from the Company's information technology systems.

## **Leave Policies**

Alchemy League provides the following kinds of leave after the employee has completed their 90-day probationary period. Any leave prior to 90 days will be up to the discretion of

management to approve on a case-by-case basis. All leave is on a use-it-or-lose it basis that resets on January 1st of each year.

### ***Vacation Leave***

Alchemy League defines “vacation leave” as leave needed for personal trips such as vacation, birthdays, weddings, etc. Alchemy League provides the following amount of vacation time for employees unless otherwise specified in their employment agreement:

0-3 years tenure = 10 days or 80 hours

4-5 years tenure = 15 days or 120 hours

6+ years tenure = 20 days or 160 hours

Vacation leave should be requested in advance through our payroll system under your employee account.

### ***Sick Leave***

Alchemy League complies with local, state, and federal laws for sick leave. In accordance, we offer 5 days of paid sick leave annually to all employees. Sick leave can be used for personal illness or for caring for an ill family member.

After 2 consecutive days of sick leave, Alchemy League reserves the right to request proof of illness with a signed doctor’s note.

Sick leave should be requested by 8 am on the day in question via email or phone call to your supervisor (please note: text messages do not suffice).

### ***Medical and Family Leave***

As a company with fewer than 50 employees, please note that we are not required to comply with the federal Family Medical Leave Act (FMLA).

However, should a situation come up where leave might be required for a personal or family medical issue, we will review providing unpaid leave or flexible working arrangements on a case-by-case basis for employees in good standing who have worked full time at the company for at least one year.

### ***Bereavement Leave***

Alchemy League offers up to 3 days or 72 hours for bereavement leave for employees with an additional 1 day or 8 hours for funerals that require travel of over 100 miles.

Alchemy League reserves the right to require proof of need for bereavement leave.

### ***Paid Holidays***

Alchemy League provides the following paid holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day & the Friday after Thanksgiving
- Christmas Day

If a holiday falls on a weekend, the Friday before or Monday after will be provided as the day off instead.

### **Progressive Disciplinary Policy**

Corrective action is a process designed to identify and correct problems that affect an employee's work performance and/or the overall performance of the department. The progressive corrective action process should be handled consistently within each unit and for each problem. However, progressive discipline is not guaranteed, as Alchemy League is an at will employer, and may choose to terminate an employee at any time with or without cause.

The Progressive Corrective Action Process refers to the following actions:

- Counseling or verbal warning;
- Written reprimand and warning;
- Suspension;
- Suspension pending investigation and final determination;
- Specific warning of discharge; and
- Discharge.

Depending on the situation, any step may be repeated, omitted, or taken out of sequence; however, the Company reserves the right to effect immediate termination consistent with our rights as an at will employer. Each case is considered on an individual basis.

Typically, a preliminary meeting is held with the employee to allow the employee an opportunity to understand the nature of the concern and to explain his/her position on the matter. If necessary, the corrective action documentation would then be put together which would summarize the issue, taking into account any additional information the employee may have provided during the preliminary meeting.

When issuing corrective action, there should be clear and direct communication between the employee and his/her immediate supervisor. This communication should include a meeting between the employee and the supervisor.

However, in cases of serious workplace misconduct an employee is likely to be discharged immediately. Serious workplace misconduct includes, but is not limited to:

**935 CMR 501.105(1)**

- Theft;
- Fighting;
- Behavior/language of a threatening, abusive or inappropriate nature;
- Misuse, damage to or loss of Company property;
- Falsification, alteration or improper handling of Company-related records;
- Unsatisfactory customer service;
- Disclosure or misuse of confidential information;
- Unauthorized possession or concealment of weapons;
- Insubordination (e.g., refusal to carry out a direct assignment);
- Misuse of the Company's electronic information systems;
- Possession, use, sale, manufacture, purchase or working under the influence of non-prescribed or illegal drugs, alcohol, or other intoxicants;
- Any action that violates federal, state or local law.

**Diversity Plan. 935 CMR 501.101(1);**

## **Alchemy League Diversity Plan**

### ***Vision***

Alchemy League's diversity vision is to ensure that we are open and accepting of diversity at all levels of the company and in serving our customers. We at Alchemy League define diversity as creating an environment that embraces a wide range of perspectives – ethnic, experiential, languages, cultures, backgrounds, sexual orientation, abilities, gender, preferences, family situations, origins, nationalities, views, ages, and ideas. We seek to integrate equity into our operations based on an understanding that systematic, historical and institutional barriers have, and often continue, to prevent true equity from being achieved. Further, equality and equity are not the same thing. Equality is treating everyone the same. Equity is giving everyone what they need to be successful. For Alchemy League, this includes a specific commitment to ***promoting equity among minorities, specifically Black, African American, Latino, and Indigenous People of Color, women, veterans, people with disabilities, and people of the LGBTQ+ community.***

Alchemy League is committed to honoring the Guiding Principles on Business and Human Rights developed by the United Nations Global Compact, the world's largest corporate sustainability initiative as follows:

1. **Respect Human Rights** by developing policies, exercising due diligence and remediating adverse impacts to ensure we respect human rights of minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.
2. **Eliminate Discrimination** by ensuring that there is no discrimination in our efforts to attract, contract with, hire, promote, and retain board members, contractors, executives, employees, managers, and service providers.
3. **Provide Support** through a positive affirmative environment so that all employees, including minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation can work with dignity and without stigma.
4. **Prevent Other Human Rights Violations** by ensuring that we don't discriminate against suppliers, distributors or customers who are minorities, women, veterans, people with disabilities, and LGBTQ+.
5. **Act In The Public Sphere** by consulting with local communities to support public advocacy, collective action, social dialogue, support for organizations aligned with minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation, and challenging abusive government actions.

Alchemy League seeks to offer leadership positions to a diverse array of community members as we implement diversity programs and activities that build a pipeline to opportunities in the industry through education, events, technical assistance, employment opportunities and leadership development.

### ***Goals***

1. Establish a written diversity plan that includes a strong, clear message from leadership

and management about the importance of diversity to Alchemy League.

2. Ensure that this plan is understood by all members of the Alchemy League Team as core to our operating philosophy by including it in personnel policies that all employees receive upon hire and learn about as part of their initial training and orientation.
3. Promote equity among minorities, women, veterans, people with disabilities and people of LGBTQ+ by engaging in outreach, recruitment and hiring practices that make it more likely that they will succeed in the industry.
4. Ensure that at least 25% of hires during Year 1 are members of at least one or more of the following demographics: Minorities, specifically, Black, Latino, and Indigenous People of Color, Women, Veterans, People with Disabilities, people of the LGBTQ+ community. Because identity cannot be limited or excluded to one of the above categories, separating each into individual percentages would be antithetical to Alchemy League's commitment to intersectional diversity. Current percentages are 100% women, 60% are LGBTQ+, and 80% People of Color, and at least 40% are people with disabilities, however, that means 100% of our staff meet these demographics as their identities are intersectional.
5. Ensure that of the diverse hires, Alchemy maintains at least 50% retention rate.
6. Ensure that of the promotions awarded throughout the year at least 25% are members of one or more of the following demographics: Minorities, specifically, Black, African American, Latino, and Indigenous People of Color, Women, Veterans, People with Disabilities, people of the LGBTQ+ community. Because identity cannot be limited or excluded to one of the above categories, separating each into individual percentages would be antithetical to Alchemy League's commitment to intersectional diversity. See #4.
7. Review and modify Alchemy League's diversity plan annually.

#### ***Strategies:***

##### **Leadership/Mentoring/Training**

- ✓ Recruit at least 2 leaders and advisors who are minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation during Year 1 so that Alchemy League builds a culture of diversity and inclusion in leadership from the beginning of the company's operations.
- ✓ Provide annual diversity training to all staff to ensure they understand Alchemy League's diversity plan and the culture of acceptance and understanding at Alchemy. Topics to be covered include but are not limited to: understanding racial bias, history of the war on drugs, and understanding unconscious bias.
- ✓ To ensure the retention of diverse staff, offer individual mentoring to members of the aforementioned demographic by diverse leaders and advisors – anticipated mentor/mentee meetings at least quarterly. Mentoring will include one-on-one guidance, on the business training, continuous access to Alchemy League's cannabis training materials, and guidance on succeeding in the cannabis industry.
- ✓ Complete leadership diversity matrix analysis each year and use this baseline information to monitor and improve diversity in leadership.

### Staff Recruitment, Hiring, Promotion and Retention

- ✓ Utilize diverse avenues for advertising job opportunities, such as posting on diversity focused job boards such as Professional Diversity Network and Diversity Jobs, and post job opportunities on diverse social media groups. Alchemy will also job descriptions to The Holyoke Enterprise, El Sol Latino, and Daily Hampshire Gazette to be posted in their newspaper classified ads. Additionally, send job descriptions to CCC to be distributed to Social Equity Program Participants/Economic Empowerment Applicants.
- ✓ Pay interns due to the fact that many young people will be denied opportunities in the industry because they don't have the privilege to work for free and unpaid internships continue the income inequality gap between those with privilege who get to pad their resume with unpaid internships and those who can't.
- ✓ Require all new employees to review Alchemy League's diversity plan and to participate in orientation that includes a one-hour training on diversity.
- ✓ Develop and conduct an annual staff satisfaction survey about diversity in the company.
  - ✓ Offer two trainings per year to all front-line staff on how to interact with diverse members of the public, led by subject matter experts in diversity in the workplace.
- ✓ Create Employee Resource Groups and encourage employees who are minorities, women, veterans, people with disabilities, and people of all gender identities and sexual orientation to volunteer to chair or serve on committees that organize diversity-related events and activities.
- ✓ Collaborate with and utilize resources of existing government programs, city agencies, state agencies, community organizations and groups that can help promote equity within the company, such as local offices of Diversity and Inclusion.
- ✓ Organize diversity talks and presentations by specialist organizations with understanding and representation of minorities, women, veterans, people with disabilities, and people of the LGBTQ+. Target: 1 event/quarter.

### **Measurements:** Alchemy League will document the following:

1. Number of members of the following groups who were hired and retained after receiving a license: Minorities, specifically, Black, Latino, and Indigenous People of Color, Women, Veterans, People with Disabilities, People of LGBTQ+. Alchemy League will count the number of individuals hired from the above demographics. This number will be assessed from the total number of individuals hired to ensure that 25% of all individuals hired fall within this goal. Alchemy League will conduct quarterly analysis of hires and recruitment methods to ensure target audiences are being reached. As mentioned above, because identity cannot be limited or excluded to one of the above categories, separating each identifier into individual percentages would be antithetical to Alchemy League's commitment to intersectional diversity.
2. Number of promotions for people falling into the above-listed demographics from initial licensure through the end of Year 1. Alchemy League will count the number of promotions given to individuals from the above listed demographics to ensure at least 25% of all individuals promoted fall within this goal.
3. Documentation confirming that each new employee participated in orientation and training that included at least one-hour of diversity training.

4. The number and frequency of job postings in diverse publications and social media with supporting documentation.
5. The number of diverse leaders and advisors recruited, the number of mentees mentored, frequency of mentor/mentee meetings and qualitative reports from the mentors and mentees regarding their experience in the program.
6. The number and demographics of attendees at trainings to promote industry entry.
7. The number of staff surveys completed and the results of the surveys.
8. Documentation of activities of Employee Resource Groups (who signed up, who led, frequency of meetings, summary of happenings, recommendations moving forward).
9. Documentation of collaboration with government programs/local office of Diversity and Inclusion and results of collaboration.
10. The number of diversity talks, attendance at diversity talks, documentation of demographics of presenter/s and attendees.

#### Acknowledgements

- ✓ Alchemy League is aware of and will adhere to the requirements set forth in **935 CMR 501.105(4)** which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.
- ✓ Any actions taken, or programs instituted, by Alchemy League will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.