



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR281275  
Original Issued Date: 06/09/2021  
Issued Date: 06/09/2021  
Expiration Date: 06/09/2022

### ABOUT THE MARIJUANA ESTABLISHMENT

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: Roxbury

Business State: MA

Business Zip Code: 02119

Mailing Address 1: 12 Marcella St

Mailing Address 2:

Mailing City: Roxbury

Mailing State: MA

Mailing Zip Code: 02119

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Lesbian, Gay, Bisexual, and Transgender Owned Business, Minority-Owned Business, Veteran-Owned Business, Woman-Owned Business

### PRIORITY APPLICANT

Priority Applicant: yes

Priority Applicant Type: Economic Empowerment Priority

Economic Empowerment Applicant Certification Number: EEA201934

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100

Percentage Of Control:

100

Role: Executive / Officer

Other Role:

First Name: Leah Last Name: Daniels Suffix:

Gender: Female User Defined Gender:

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

Specify Race or Ethnicity:

#### ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

Entity with Direct or Indirect Authority 1

Percentage of Control: 100 Percentage of Ownership: 100

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

Entity Description: Leah Daniels

Foreign Subsidiary Narrative:

Entity Phone: 857-492-1916 Entity Email: leah.necer@gmail.com Entity Website: alchemyleague.com

Entity Address 1: 12 Marcella St Entity Address 2:

Entity City: Boston Entity State: MA Entity Zip Code: 02119

Entity Mailing Address 1: 12 Marcella St Entity Mailing Address 2:

Entity Mailing City: Boston Entity Mailing State: MA Entity Mailing Zip Code: 02119

Relationship Description: Owner

#### CLOSE ASSOCIATES AND MEMBERS

No records found

#### 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

No records found

#### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 1 Cabot st

Establishment Address 2:

Establishment City: Holyoke Establishment Zip Code: 01013

Approximate square footage of the establishment: 4000 How many abutters does this property have?: 5

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

#### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Alchemy_League_Compliance_with_Local_Codes_Holyoke (1) final revision.pdf	pdf	5cd46f9375ac520a78149d93	05/09/2019

Certification of Host Community Agreement	community agreemnt certification form.pdf	pdf	5d80ff6832375f1de7f70351	09/17/2019
Community Outreach Meeting Documentation	Attachment "B" holyoke community outreach proof.pdf	pdf	5d87f8f02f7ea703781b7535	09/22/2019
Community Outreach Meeting Documentation	Attachment (B) final attestation form 2 pgs.pdf	pdf	5d87fa9c2f7ea703781b7539	09/22/2019
Community Outreach Meeting Documentation	attachment C (abbutters post office reciept).pdf	pdf	5d87fb601373f80879503f1a	09/22/2019
Community Outreach Meeting Documentation	Attachment (C) final attestation form 2 pgs.pdf	pdf	5d87fbaf18dd08088bb4dc8c	09/22/2019
Community Outreach Meeting Documentation	attachment B Letter of explanation.pdf	pdf	5d8a380efda609036ddab608	09/24/2019
Community Outreach Meeting Documentation	Attachment C explanation letter.pdf	pdf	5d8a38a21373f80879504597	09/24/2019
Community Outreach Meeting Documentation	front of notice.pdf	pdf	5d8a3a7b5d7067034c81da70	09/24/2019
Community Outreach Meeting Documentation	back of notice.pdf	pdf	5d8a3ba37314490880dee15c	09/24/2019

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

#### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive impact plan - final 9-15-19.pdf	pdf	5d8140513aff472290ba1f08	09/17/2019

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role:

First Name: Leah

Last Name: Daniels Suffix:

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

Date generated: 09/24/2021

No records found

### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	certificate of good .pdf	pdf	5ae82d6a9eb86611ea7d35ae	05/01/2018
Articles of Organization	articles of.pdf	pdf	5ae82d715ba56c042922b5d4	05/01/2018
Bylaws	Copy of the bylaws, 935CMR 500.101(1)(c)(1) by Laws.pdf	pdf	5b8de3adda72283955c61725	09/03/2018
Department of Revenue - Certificate of Good standing	certificate of good standing state and fed.pdf	pdf	5cd48a529852730f7c7dbd3f	05/09/2019

No documents uploaded

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
Plan for Liability Insurance	Alchemy league insurance Quote.pdf	pdf	5ae82dba1f5e4d0443cb5a39	05/01/2018
Proposed Timeline	Alchemy_League_Timeline_Updated_July_2019 (1).pdf	pdf	5d3f2080e230513892f81dee	07/29/2019
Business Plan	Copy of Alchemy Business Plan Final as of 9-17-19 - Copy.pdf	pdf	5d80de288470d4229ba46cb1	09/17/2019

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	3 Final Alchemy Standard Operating Procedures Final - Copy.pdf	pdf	5ae82dfef2a9e2046441b60c	05/01/2018
Dispensing procedures	Dispensing Procedures. 935 CMR 500.101(1)(c)(7); 935CMR 500.140(4-8).pdf	pdf	5b8de499da72283955c6172f	09/03/2018
Plan for obtaining marijuana or marijuana products	Detailed description of Marijuana Establishment's proposed plan for obtaining marijuana products from a licensed establishment. 935 CMR 500.101(1)(d) .pdf	pdf	5b8de4dd03a477392d0a3bb2	09/03/2018
Storage of	Storage of Marijuana Plan. 935 CMR 500.101(1)(c)(7); 935	pdf	5b8de55c3f9f81395f136707	09/03/2018



marijuana	CMR 500.105(11).pdf				
Transportation of marijuana	Transportation Plan. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(13-14).pdf	pdf	5b8de5740d95792d85f43692	09/03/2018	
Inventory procedures	Inventory Procedures. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(8).pdf	pdf	5b8de58cda72283955c61737	09/03/2018	
Quality control and testing	Quality Control and Testing Procedures. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(8); 935 CMR 500.105(3); 935CMR 500.140(9).pdf	pdf	5b8de5a23f9f81395f13670b	09/03/2018	
Record Keeping procedures	Record-Keeping Procedures. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(9) and (12).pdf	pdf	5b8de5ec03a477392d0a3bbbc	09/03/2018	
Maintaining of financial records	Maintenance of Financial Records Procedures. 935 CMR 500.101(1)(c)(7); 935CMR 500.140(6) and (9).pdf	pdf	5b8de612aa953e3937b5abc9	09/03/2018	
Qualifications and training	Detailed description of qualification and intended trainings for agents. 935 CMR 500.101(1)(c)(8); 935 CMR 500.105(2).pdf	pdf	5b8de6558d67cc394b81c585	09/03/2018	
Plan for obtaining marijuana or marijuana products	Detailed description of Marijuana Establishment's proposed plan for obtaining marijuana products from a licensed establishment. 935 CMR 500.101(1)(d) .pdf	pdf	5b8de6df3f9f81395f13670f	09/03/2018	
Plan for obtaining marijuana or marijuana products	revised Detailed description of Marijuana Establishment's proposed plan for obtaining marijuana products from a licensed establishment. 935 CMR 500.101(1)(d) - converted.pdf	pdf	5bfc82b5d912bf0445fe6834	11/26/2018	
Maintaining of financial records	bond attestation.pdf	pdf	5bfcb15082d97d04a0078c9a	11/26/2018	
Prevention of diversion	revised Prevention of Diversion Plan. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(1); 935 CMR 500.140(2-5)-converted (1).pdf	pdf	5bfcb4ccd84f77046ceee0f3	11/26/2018	
Diversity plan	Alchemy League Diversity Plan_7.19.2019 (3).pdf	pdf	5d3f16c7ba408534125083e9	07/29/2019	
Security plan	Alchemy_League_Security_Plan_Updated_Sept_2019 (1).pdf	pdf	5d71e0bb816d7b225d1590a1	09/06/2019	
Dispensing procedures	Dispensing Procedures. sept_19 935 CMR 500.101(1)(c)(7); 935CMR 500.140(4-8).pdf	pdf	5d71e2a6816d7b225d1590a5	09/06/2019	
Personnel policies including background checks	Personnel Policies. 9_2019 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(1).pdf	pdf	5d71e9337e918b22a66bfa38	09/06/2019	

#### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

#### ATTESTATIONS

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

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

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

Notification: I Understand

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 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: 10:00 AM	Saturday To: 8:00 PM
Sunday From: 12:00 PM	Sunday To: 8:00 PM

**935 CMR 500.101(1)(a)(10);**

**Marijuana Establishment's plan to ensure it is or will be compliant with local codes, ordinances, and bylaws of the municipality. The plan will include the identification of any local licensing requirements for the adult use of marijuana.**

Alchemy League will ensure that it is compliant with any local codes, ordinances and bylaws of the municipality in which we open any retail dispensary. Alchemy plans to open its first 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.

Alchemy League is in the process of completing the step-by-step application process for the City of Holyoke for designation as a Recreational Marijuana Retail Establishment (RMRE), which in the City of Holyoke Zoning Ordinance the City defines as "A use operated by an entity duly licensed by the Cannabis Control Commission in accordance with M.G.L. c. 94G, and pursuant to all other applicable state laws and regulations, that sells, distributes, dispenses, administers or allows for the on-site consumption of marijuana, products containing marijuana, or related supplies for retail sales for non-medical purposes."

The proposed location for Alchemy League's RMRE is located in the IG zone that has been established by special permit of the Holyoke City Council (7.10.4 Permitted Districts).

Alchemy League will ensure that the RMRE meets all operational requirements as required in City of Holyoke Zoning Ordinance 7.10.5 **Operational Requirements, as follows:**

**1) Use:**

a) Marijuana establishments may only use their designated square footage for the purposes of operating such an establishment, as encompassed in this Ordinance. **Alchemy League will only use the designated square footage for the purposes of operating the RMRE.**

b) No marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises except at RMRE's, as defined. **Alchemy League will ensure that no marijuana shall be smoked, eaten or otherwise consumed or ingested within the premises as required.**

c) Operations, including deliveries to and from any marijuana facility, may not occur within the hours of 8:00 p.m. to 8:00 a.m. **Alchemy League will not engage in any operations, including deliveries to and from the facility between the hours of 8:00PM and 8:00AM.**

**2) Physical Requirements:**

a) All aspects of marijuana establishment must take place at a fixed location within a fully enclosed building. **Alchemy League will ensure that all aspects of the business take place at a fixed location within a fully enclosed building.**

b) No outside storage is permitted. **Alchemy League will not store any items related to the business outside.**

c) No RMRE shall have a gross floor area in excess of 5,000 square feet. **Alchemy League's RMRE will not have a gross floor area in excess of 5,000 square feet.**

d) Ventilation – all marijuana establishments shall be ventilated in such a manner that no:

i) pesticides, insecticides or other chemicals or products used in the cultivation or processing are dispersed into the outside atmosphere

ii) no odor from marijuana cultivation, processing or consumption can be detected by a person with an unimpaired and otherwise normal sense of smell at any adjoining use or adjoining property to the marijuana establishment. **Alchemy League will ensure that ventilation at the establishment meets the above requirements so that no pesticides, insecticides or other chemicals or products used in cultivation or processing are dispersed into the outside atmosphere and that no odor from cultivation, processing or consumption can be detected at any adjoining use or adjoining property.**

e) All signage shall comply with 105 CMR 725.00, Cannabis Control Commission regulations and Section 6.4 "Signs." **Alchemy League will ensure that all signage shall comply with 105CMR 725.000 of the Cannabis Control Commission and City of Holyoke Zoning Ordinances 6.4.**

### **3) Location:**

a) A marijuana establishment shall not be located in buildings that contain any residential units, including transient housing such as hotels, motels and dormitories. **Alchemy League's proposed location is not located in a building that contains any residential units of any kind.**

### **4) Issuance/Transfer/Discontinuance of Use:**

a) A special permit shall be valid only for the registered entity to which the approval was issued and only for the site on which the marijuana establishment has been authorized.

b) A special permit shall be non-transferable and shall have a term limited to the applicant's ownership or control of the premises as a marijuana establishment.

c) Permitted marijuana establishments shall file an annual report to the City Clerk's Office no later than January 31st, providing a copy of all current applicable state licenses for the establishment and/or its owners and demonstrating continued compliance with the conditions of the special permit. **Alchemy League will file the required annual report to the City Clerk's Office as required.**

d) A special permit shall lapse if the applicant ceases operation for a period of 180 days of the marijuana establishment and/or if the applicants' registration by Department of Public Health or licensure by the Cannabis Control Commission has been revoked, expires, is terminated, is transferred to another controlling entity or is relocated to a new site.

i) The applicant shall notify the Zoning Enforcement Officer and City Clerk in writing within 48 hours of such lapse, cessation, discontinuance or expiration. **Alchemy League will provide these notifications as required in the case of any lapse, cessation, discontinuance or expiration.**

e) A marijuana establishment shall be required to remove all material, plants, equipment and other paraphernalia upon registration or licensure revocation, expiration, termination, transfer to another controlling entity or relocation to a new site and any other cessation of operation as regulated by the Department of Public Health or the Cannabis Control Commission. Such removal will be in compliance with 105 CMR 725.105 (J), (O) and regulations from the CCC. **Alchemy League will remove all material, plants, equipment and other paraphernalia as required in any of the aforementioned situations.**

Alchemy League will complete all required elements of City of Holyoke Zoning Ordinance **7.10.6 (Application Procedure and Requirements)** for a special permit, including the following:

a) The name and address of each owner of the marijuana establishment.

b) Copies of all required registrations, licenses and permits issued to the applicant by the Commonwealth of Massachusetts and any of its agencies for the establishment.

c) Evidence that the Applicant has site control and right to use the site for a marijuana establishment in the form of a deed or valid purchase and sales agreement or, in the case of a lease a notarized statement from the property owner and a copy of the lease agreement.

d) A notarized statement signed by the marijuana establishment organization's Chief Executive Officer and corporate attorney disclosing all of its designated owners, including officers, directors, partners, managers, or other similarly situated individuals and entities and their addresses. If any of the above are entities rather than persons, the Applicant must disclose the identity of all such responsible individual persons.

e) A description of all activities to occur on site, including but not limited to cultivating and processing of marijuana and marijuana infused products (MIPs), on-site sales, delivery of marijuana and related products to off-site facilities, offsite direct delivery to patients, distribution of educational materials, and other programs or activities.

f) A written notice from the Chief of Police shall be submitted to the City Clerk stating that an acceptable Security Plan has been reviewed and approved. The Security Plan shall include the location and details of all security measures for the site, including but not limited to lighting, fencing, gates, waste disposal, alarms and similar measures ensuring the safety of employees and patrons and to protect the premises from theft or other criminal activity.

g) Details of all proposed exterior security measures for the marijuana establishment.

h) A Development Impact Statement containing all the information required under Section 10.1.6 (1) of the Zoning Ordinance.

i) A Traffic Impact Statement containing all of the information required under Section 10.1.6 (2) of the Zoning Ordinance.

j) A special permit fee in the amount of \$500.00.

Alchemy League will also provide a site plan as required by the City of Holyoke Zoning Ordinance that is prepared by a Massachusetts registered Architect, Landscape Architect, Professional Engineer or other appropriate design professional and includes a Locus Plan, Improvements Plan, Building Plan and Details as required.

To its knowledge, the aforementioned information addresses all the required elements to ensure that Alchemy League **will be compliant with local codes, ordinances, and bylaws of the municipality.**



## Host Community Agreement Certification Form

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

### Applicant

I, Leah Daniels, (insert name) certify as an authorized representative of Alchemy League (insert name of applicant) that the applicant has executed a host community agreement with Holyoke (insert name of host community) pursuant to G.L.c. 94G § 3(d) on 5-3-19 (insert date).

  
Signature of Authorized Representative of Applicant

### Host Community

I, Alex Morse, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Holyoke (insert name of host community) to certify that the applicant and Holyoke (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 7-29-19 (insert date).

Alex Morse  
Signature of Contracting Authority or  
Authorized Representative of Host Community

**Barbara Bou <barbarabou@holyoke.org>**

Jul 25, 2019, 6:02 AM

to me, Barbara

Good Morning Mrs. Daniels,

I wanted to confirm that I received the corrected HCA certification form. I have forwarded to our Solicitors Office and will send back to you once I get signature. I am trying to get this form back to you as soon as possible.

Thank you,

Barbara Bou

**Barbara Bou <barbarabou@holyoke.org>**

Jul 26, 2019, 6:37 AM

to me

Good Morning Mrs. Daniels,

I just wanted to let you know that I got an email from our City Solicitor. She has been in court this week but she let me know that she will be looking at the documents this afternoon and will sign and send back to me asap. Just wanted to keep you in the loop.

thank you,

Barbara Bou

**Barbara Bou <barbarabou@holyoke.org>**

Jul 29, 2019, 7:01 AM

to John, Marcos, me, Barbara

Mrs. Daniels,

Please find attached the fully executed copy of the Host Community Agreement, the Host Community Agreement Certification form and the Community Outreach Meeting Attestation form all signed. Please let me know if you need anything else. I apologize that it took so long to get the signatures. Have a great week!!

Thank you,

Barbara Bou

----- Forwarded message -----

From: **Turley Public Notices** <[notices@turley.com](mailto:notices@turley.com)>

Date: Tue, Jul 23, 2019 at 1:24 PM

Subject: proof

To: <[alchemyleague@gmail.com](mailto:alchemyleague@gmail.com)>

Jamie Joslyn

Turley Public Notices

[notices@turley.com](mailto:notices@turley.com)








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

## Community Outreach Meeting Attestation Form

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

I, Leah Daniels, (insert name) attest as an authorized representative of Alcemy League (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on AUG 2, 2019 (insert date). 
2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Holyoke (8-2-19) (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*). 
3. A copy of the meeting notice was also filed on 7-23-19 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*). 
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 7-22-19 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

MIDDLEBORO  
80 CENTRE ST  
MIDDLEBORO, MA 02346-9998  
24873-0346  
800-555-8777  
07/24/2019 1:03 PM

Product	Qty	Unit Price
Galley-Blue Bitfly	17	\$0.70
Total:		\$11.90

Cash	\$20.00
Change	(\$8.10)

Preview your Mail  
Track your Packages  
Sign up for FREE @  
[www.informediaventy.com](http://www.informediaventy.com)

All sales final on stamps and postage.  
Refunds or guaranteed services only.  
Thank you for your business.

NOW HIRING. Please visit  
[www.usps.com/careers](http://www.usps.com/careers) to apply.

HELP US SERVE YOU BETTER  
TELL US ABOUT YOUR RECENT  
POSTAL EXPERIENCE

Go to:  
<https://postalexperience.com/Pos>  
840-5028-0066-003-00041-52945-01

or scan this code with  
your mobile device:



or call 1-800-410-7420.

YOUR OPINION COUNTS

Receipt #: 840-50280056-3-4152945-1  
Clerk: 15






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

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I, Leah Daniels, (insert name) attest as an authorized representative of Alcemy League (insert name of applicant) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

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2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on Holyoke (8-2-19) (insert date), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document*). 
3. A copy of the meeting notice was also filed on 7-23-19 (insert date) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*). 
4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 7-22-19 (insert date), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

To Whom It May Concern:

I am attesting to notifying the town of Holyoke of the time, place and subject matter including the proposed address of the Marijuana establishment for my community outreach meeting on 7-23-2019. The town responded back with all of the signed documents from the Mayor of Holyoke on July 29, 2019.

**Barbara Bou** <barbarabou@holyoke.org>

Thu, Jul 25, 6:02 AM

to Barbara, me

Good Morning Mrs. Daniels,

I wanted to confirm that I received the corrected HCA certification form. I have forwarded to our Solicitors Office and will send back to you once I get signature. I am trying to get this form back to you as soon as possible.

Thank you,

Barbara Bou

**Barbara Bou** <barbarabou@holyoke.org>

Mon, Jul 29, 7:01 AM

to John, Marcos, me, Barbara

Mrs. Daniels,

Please find attached the fully executed copy of the Host Community Agreement, the Host Community Agreement Certification form and the Community Outreach Meeting Attestation form all signed. Please let me know if you need anything else. I apologize that it took so long to get the signatures. Have a great week!!

Thank you,  
Barbara Bou

Leah Daniels





To Whom It May Concern:

I am attesting to sending out the notice to all of the abutters within 300 feet of the proposed property address for the Marijuana establishment. This documentation was also placed in the local newspaper at least 7 calendar days prior to the community outreach meeting. A copy of one of the notices sent to the abutters and the parties of interest.

**Barbara Bou** <barbarabou@holyokey.org>  
to Barbara, me

Thu, Jul 25, 6:02 AM

Good Morning Mrs. Daniels,  
I wanted to confirm that I received the corrected HCA certification form. I have forwarded to our Solicitors Office and will send back to you once I get signature. I am trying to get this form back to you as soon as possible.  
Thank you,  
Barbara Bou

**Barbara Bou** <barbarabou@holyokey.org>  
to John, Marcos, me, Barbara

Mon, Jul 29, 7:01 AM

Mrs. Daniels,  
Please find attached the fully executed copy of the Host Community Agreement, the Host Community Agreement Certification form and the Community Outreach Meeting Attestation form all signed. Please let me know if you need anything else. I apologize that it took so long to get the signatures. Have a great week!!

Thank you,  
Barbara Bou

Leah Daniels





## COMMUNITY OUTREACH MEETING

Notice is hereby given that a Community Outreach Meeting for a proposed

Marijuana Establishment is scheduled for Friday, August 2, 2019, at 12:00 P.M., at

the 18 Cabot Street, Holyoke, MA 01040.

The proposed Marijuana Establishment is anticipated to be located at 1 Cabot

Street, Holyoke, MA, and is potentially

seeking licenses for cultivation.

Community members and the public are

welcome. There will be an

opportunity for the public to

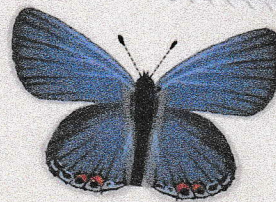
ask questions and receive

answers from representatives

of the proposed Marijuana

Establishment. 8/02/2019





ARMORY CAPITAL CORP C/O WALTER DRAKE  
INC  
85 SARGEANT ST  
HOLYOKE, MA 01040



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

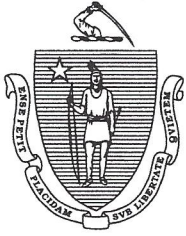
**Metrics: Each course will be offered two times per year for a total of 12 trainings**

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.



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: April 04, 2018

To Whom It May Concern :

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

**ALCHEMY LEAGUE, INC.**

is a domestic corporation organized on **February 21, 2018** under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 18040102410

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

Processed by:



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

mass.gov/dor

Letter ID: L1841156224  
Notice Date: April 5, 2018  
Case ID: 0-000-504-150



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEAH M DANIELS  
ALCHEMY LEAGUE, INC.  
12 MARCELLA ST  
BOSTON MA 02119-1216

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

The Commissioner of Revenue certifies that, as of the date of this certificate, ALCHEMY LEAGUE, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

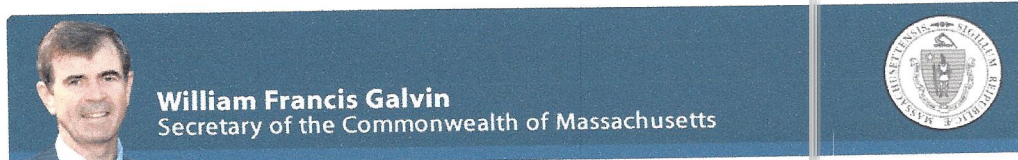
Visit [mass.gov/dor](http://mass.gov/dor) to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

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>				



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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.**

2/21/2018

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

<b>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.</b>	
<b>Signed this 21 Day of February, 2018 at 8:45:23 AM by the incorporator(s).</b> <i>(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.)</i> <u>Leah M. Daniels</u>	
<input type="button" value="Make Corrections"/>	<input type="button" value="Accept"/>
© 2001 - 2018 Commonwealth of Massachusetts All Rights Reserved	

## **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**

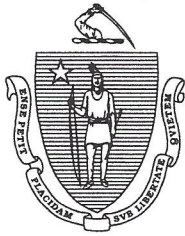
### **Glossary**

- **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.



William Francis Galvin  
Secretary of the  
Commonwealth

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

Date: April 04, 2018

To Whom It May Concern :

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

**ALCHEMY LEAGUE, INC.**

is a domestic corporation organized on **February 21, 2018** under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



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

*William Francis Galvin*

Secretary of the Commonwealth

Certificate Number: 18040102410

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

Processed by:



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

mass.gov/dor

Letter ID: L1841156224  
Notice Date: April 5, 2018  
Case ID: 0-000-504-150



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



LEAH M DANIELS  
ALCHEMY LEAGUE, INC.  
12 MARCELLA ST  
BOSTON MA 02119-1216

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

The Commissioner of Revenue certifies that, as of the date of this certificate, ALCHEMY LEAGUE, INC. is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

**This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.**

### *What if I have questions?*

If you have questions, call us at (617) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau



# 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>
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## 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.

## Option A

<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

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.





## Description

Alchemy will be a brand of dispensaries that will provide an unparalleled patient shopping experience. Beginning with our flagship store in Roxbury, 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.

# Alchemy

*BUSINESS PLAN*

*Category: Cannabis Dispensary/Store*

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 additional Medicinal Cannabis 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 medicinal and 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

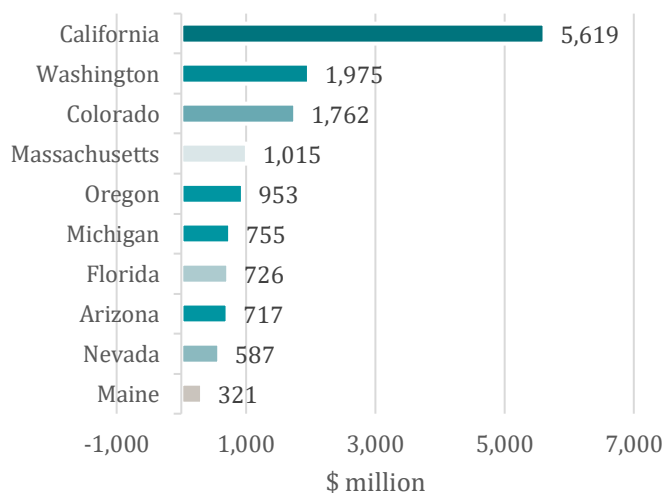


Figure 1. recreational cannabis sales in top states, 2020

Dakota, and West Virginia will add \$7.4 billion to the 2021 market forecast bringing the overall market projection for legal adult-use 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

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

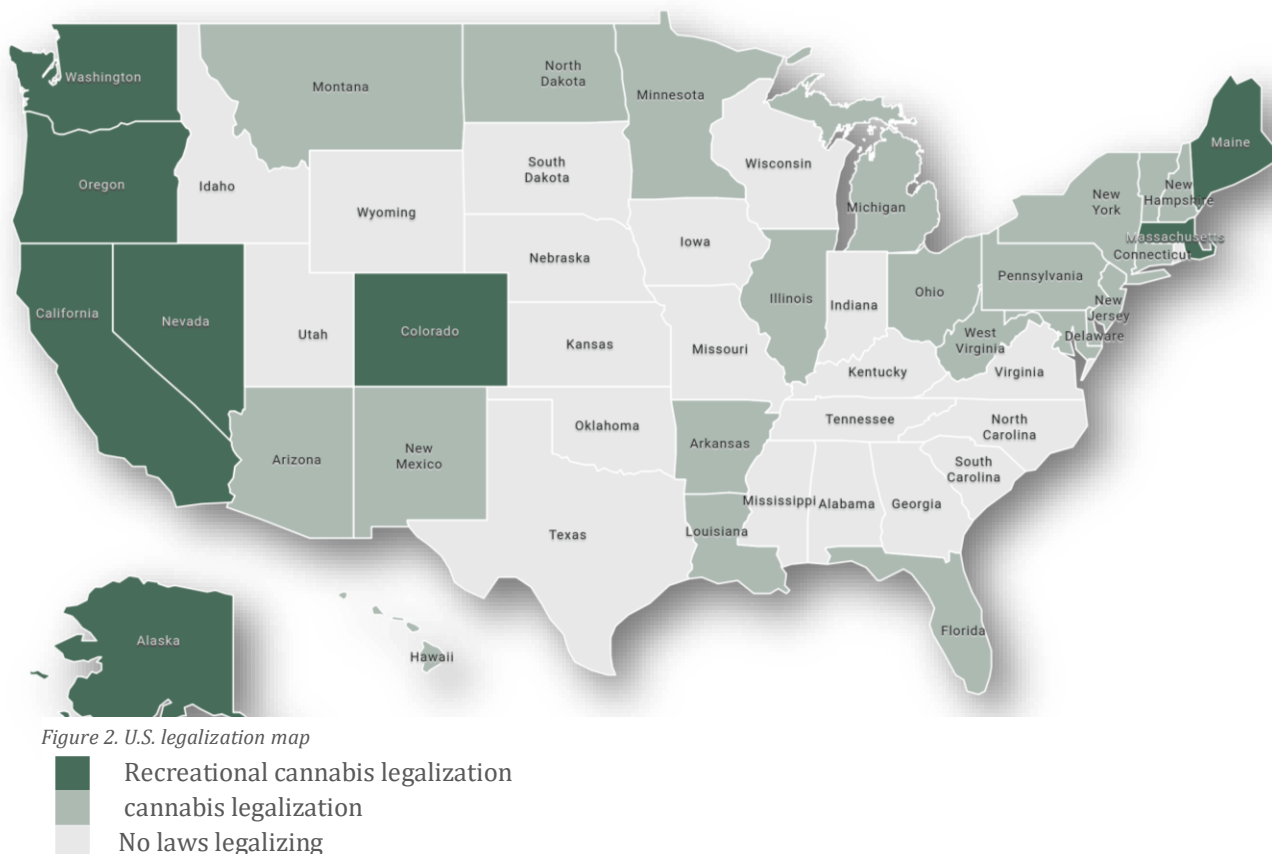
### North American Cannabis Market

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. 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.

Thirty states and the District of Columbia currently have laws legalizing marijuana in some form.



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.

9 November 2016 three new states approved cannabis using: Arkansas, Florida and North Dakota. Four others that already had 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.

As at January 2018, there are 30 States that now allow cannabis for use, 16 States allow Cannabidiol (CBD), 9 States and the District of Columbia now allow for recreational cannabis use.

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

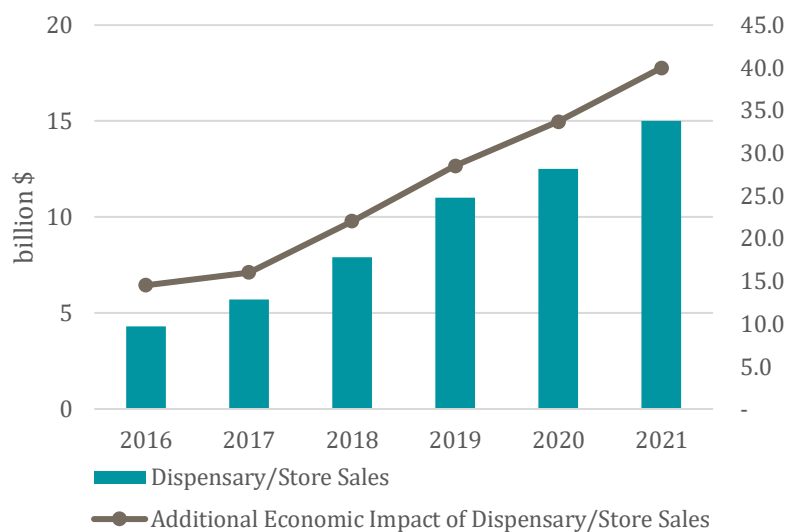


Figure 3. Cannabis retail industry economic impact

markets in Maryland and Hawaii. At the same time, fledgling 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 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.

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 next year for the first time ever. marijuana sales also are expected to buoy the industry, fueled in part by the expected launch of MMJ

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 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

March 15, 2018	CCC shall promulgate rules and regulations for the issuance of licenses.
April 1, 2018	Accept applications for licenses.
April 1-15, 2018	Review applications of operating establishments and businesses that demonstrate experience in or business practices that promote economic empowerment in communities disproportionately impacted, for grant or denial of license.
May 1, 2018	Independent Testing Laboratory regulations and rules promulgated. Regulations for Nantucket and Duke counties promulgated.
June 1, 2018	CCC may start issuing licenses for marijuana establishments.
December 31, 2018	If CCC has not yet transferred 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 personal health decisions to make the right choices for their unique medicinal needs.

Cannabis patients come from diverse groups, ages, races and socioeconomic backgrounds. Ranging from young to old, treating chronic and terminal illnesses such as cancer, epilepsy, HIV/AIDS, and beyond.

The types of patients the law covered are cancer, anorexia, AIDS, chronic pain, spasticity, glaucoma, arthritis, migraine, or any other illness for which marijuana provides relief. Physicians have recommended marijuana for hundreds of indications, including such common complaints as insomnia, PMS, post-traumatic stress, depression, and substance abuse.

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 marijuana, patients are embracing it, and although we don't have rigorous studies and "gold standard" proof of the benefits and risks of 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 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>)

A key goal of Alchemy League is to share the positive aspects of cannabis and promote its use to alleviate health and mental health issues. 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 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:

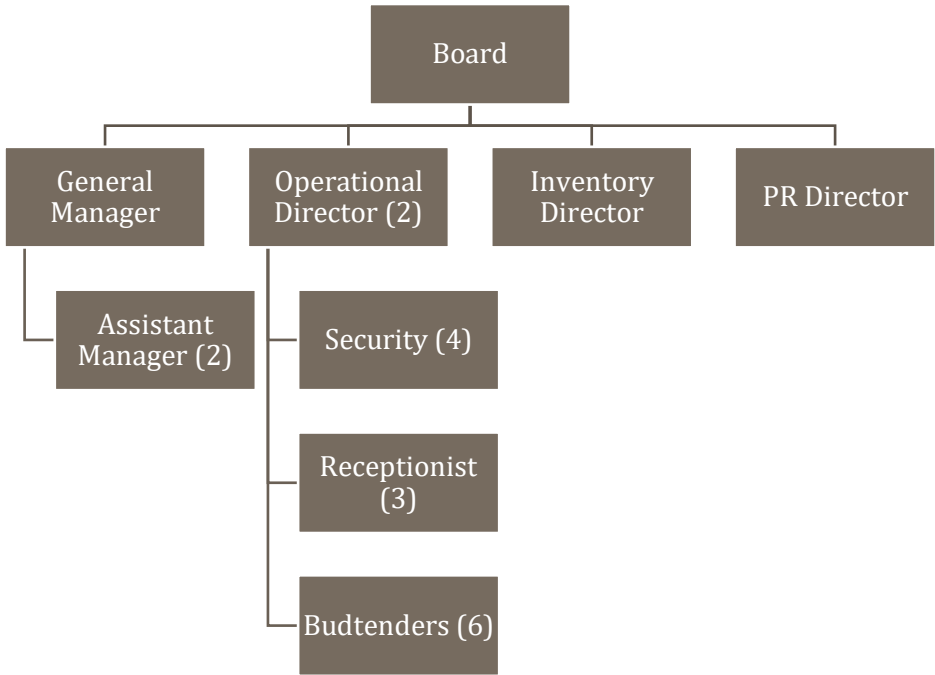


Figure 4. Organizational structure

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

**Quality Control and Testing Procedures. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(8); 935 CMR 500.105(3); 935CMR 500.140(9)**

***500.101(1)(c)7. A detailed summary of the business plan for the adult-use Marijuana Establishment; f. Procedures for quality control and testing of product for potential contaminants.***

Alchemy's Quality Control and Testing 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 Quality Control and Testing Procedures.

***500.105(3) Requirements for the Handling of Marijuana.***

***(a) A Marijuana Establishment authorized to process marijuana shall do so in a safe and sanitary manner. A Marijuana Establishment shall process the leaves and flowers of the female marijuana plant only, which shall be: 1. Well cured and generally free of seeds and stems; 2. Free of dirt, sand, debris, and other foreign matter; 3. Free of contamination by mold, rot, other fungus, and bacterial diseases; 4. Prepared and handled on food-grade stainless steel tables; and 5. Packaged in a secure area.***

In the case that Alchemy League processes marijuana, we shall process the leaves and flowers of the female marijuana plant only, which shall be well cured and generally free of seeds and stems, free of dirt, sand, debris, and other foreign matter. They will also be free of contamination by mold, rot, other fungus, and bacterial diseases. In addition, all leaves and flowers will be prepared and handled on food-grade stainless steel tables and packaged in a secure area.

***(b) All Marijuana Establishments, including those that develop or process non-edible marijuana products, shall comply with the following sanitary requirements:***

***1. Any marijuana establishment agent whose job includes contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;***

Alchemy League will comply with all relevant requirements for food handlers specified in 105 CMR 300.000 in the case that we are in contact with marijuana or nonedible marijuana products, including cultivation, production, or packaging.

***2. Any marijuana establishment agent working in direct contact with preparation of marijuana or nonedible marijuana products shall conform to sanitary practices while on duty, including: a. Maintaining adequate personal cleanliness; and b. Washing hands thoroughly in an adequate hand-washing area before starting work, and at any other time when hands may have become soiled or contaminated.***

Alchemy will require Employee Personal Hygiene and require employees working in direct contact with preparation of marijuana or nonedible marijuana products shall maintain adequate personal cleanliness.



Alchemy League requires washing hands thoroughly in an adequate hand-washing area before starting work, prior to having contact with a marijuana item and at any other time when the hands may have become soiled or contaminated.

Further, all persons must wash their hands following CDC recommendations.

Some of the scenarios include:

1. Before, during, and after preparing food
2. Before eating food
3. Before and after treating a cut or wound
4. After using the toilet
5. After blowing your nose, coughing, or sneezing
6. After touching an animal, animal feed, or animal waste
7. After touching garbage

I.Procedure:

A. How?

- i.Wet hands with clean running water (warm or cold) and apply soap.
- ii.Rub hands together to make a lather and scrub them well; be sure to scrub the backs of hands, between fingers, and under nails.
- iii.Continue rubbing hands for at least 20 seconds. Need a timer? Hum the "Happy Birthday" song from beginning to end twice.
- iv.Rinse hands well under running water.
- v.Dry hands using a clean towel or air dry.

B. Hand sanitizers are not effective when hands are visibly dirty.

.How should you use hand sanitizer?

1. Apply the product to the palm of one hand.
2. Rub your hands together.
3. Rub the product over all surfaces of your hands and fingers until your hands are dry.
4. Gloving is not a substitution for handwashing.

***3. Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature. Hand-washing facilities shall be located in the Marijuana Establishment in production areas and where good sanitary practices require employees to wash and sanitize their hands, and shall provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;***

Alchemy League provides hand-washing facilities adequate and convenient, furnished with running water at a suitable temperature and provided with effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

***4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations;***

Alchemy League will ensure that there shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.

***5. Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12);***

ALCHEMY LEAGUE will remove all litter and waste from the licensed premises and maintain the operating systems for waste disposal in an adequate manner so that they do not constitute a source of contamination in areas where marijuana items are exposed.

***6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair;***

ALCHEMY LEAGUE will ensure that all facility floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.

***7. There shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned;***

ALCHEMY LEAGUE will ensure that there shall be adequate safety lighting in all processing and storage areas, as well as areas where equipment or utensils are cleaned.

***8. Buildings, fixtures, and other physical facilities shall be maintained in a sanitary condition;***

ALCHEMY LEAGUE will maintain all buildings, fixtures, and other physical facilities in a sanitary condition.

***9. All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions. Equipment and utensils shall be so designed and of such material and workmanship as to be adequately cleanable;***

ALCHEMY LEAGUE will have daily procedures to ensure maintenance of contact surfaces, including utensils and equipment in a clean and sanitary condition.

- A. All counter surfaces should be wiped down with a light bleach solution or cleaning spray.
- B. All counter surfaces should be wiped down with a light bleach solution or cleaning spray.
- C. All marijuana tools will be sanitized at the end of the day to prevent the growth of microorganisms.

***10. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana products;***

Alchemy League will institute a Plant Inspection policy that will be used to identify any toxic items that will then be held and stored in a manner that protects against contamination of marijuana products.

- 1. A daily checklist will be provided to bud trimmers, technicians, and master growers to ensure that all procedures will be followed consistently.

2. Employees will be required to initial completion of the following tasks:
  1. Plant disease management – Inspect all flowers for signs of disease
  2. Plant pest management – Inspect all flowers for signs of pests
  3. Prune plants according the pruning schedule
  4. Plant sex management – Identify and remove male plants from the vegetation room
  5. Removal of stunted seedlings
  6. PH Testing
  7. Review soil moisture and water plants as required
  8. Apply nutrients as required

***11. A Marijuana Establishment's water supply shall be sufficient for necessary operations. Any private water source shall be capable of providing a safe, potable, and adequate supply of water to meet the Marijuana Establishment's needs;***

Alchemy League will ensure that the establishment's water supply will be sufficient for necessary operations and that any private water source will be capable of providing a safe, potable, and adequate supply of water to meet Alchemy League's needs.

***12. Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Plumbing shall properly convey sewage and liquid disposable waste from the Marijuana Establishment. There shall be no cross-connections between the potable and waste water lines;***

Alchemy League will ensure that plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Alchemy League's facility. All plumbing will properly convey sewage and liquid disposable waste and there shall be no cross-connections between the potable and waste water lines.

***13. A Marijuana Establishment shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair;***

ALCHEMY LEAGUE provides employees with adequate and readily accessible toilet facilities that are maintained in a sanitary condition and in good repair

***14. Products that can support the rapid growth of undesirable microorganisms shall be held in a manner that prevents the growth of these microorganisms; and***

Alchemy League will hold products that can support the rapid growth of undesirable microorganisms in a manner that prevents the growth of these microorganisms.

***15. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.***

ALCHEMY LEAGUE stores marijuana items so that storage does not support pathogenic microorganism growth or toxic formation.

a. Marijuana items that are considered edible with short expiration date, are stored in refrigeration.

b. Marijuana items are otherwise packaged or stored in enclosed containers with shall remain dry and cool.

***16. All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety must be designed, maintained, and equipped as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c). (c) All Marijuana Establishments, including those that develop or process edible marijuana products, shall comply with sanitary requirements. All edible products shall be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.***

Alchemy League will equip all vehicles with temperature control as required – see our Transportation Plan (Question 6 of this packet). Alchemy League will comply with all sanitary requirements for edible products, which will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments.

***935 CMR 500.105(8)***

***(8) Inventory.***

***(a) Subject to the DPH's approval, a Marijuana Establishment that is also a RMD may sell marijuana products in its possession at the time it receives approval from the Commission to commence sales, subject to the limitation in 935 CMR 500.140(10).***

Not Applicable

***(b) Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d), including, at a minimum, an inventory of marijuana plants; marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering; marijuana ready for dispensing; all marijuana products; and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.***

Alchemy League shall maintain real-time inventory daily and this will include:

1. an inventory of marijuana plants;
2. marijuana plant-seeds and clones in any phase of development such as propagation, vegetation, and flowering;
3. marijuana ready for dispensing;
4. all marijuana products; and
5. all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.

***(c) A Marijuana Establishment shall: 1. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana; 2. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; 3. Conduct a comprehensive annual inventory at least once every year after the date of the previous***

***comprehensive inventory; and 4. Promptly transcribe inventories if taken by use of an oral recording device.***

Alchemy League will:

1. Establish inventory controls and procedures for the conduct of inventory reviews, and comprehensive inventories of marijuana products in the process of cultivation, and finished, stored marijuana; See Question 7. Inventory Procedures for detailed info on the procedures.
2. Conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana;
3. Conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and
4. Promptly transcribe inventories if taken by use of an oral recording device.

***(d) The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.***

Appropriate managers will be responsible for performing inventory, upon delivery, of all newly-purchased non-marijuana materials (dispensary supplies, and raw materials). They will provide their written inventory results to our accountants for reconciliation with purchase orders.

A. The records of all inventories will show:

- i. The time and date of the inventory,
- ii. The inventory results,
- iii. The names and registry identification numbers of the employees performing the inventory, and
- iv. Their signatures.

B. The electronic record will be maintained in our database for at least five (5) years.

.A hard-copy printout of the inventory results will be signed by the employee(s) who have performed the inventory and kept on file (as a paper hard-copy or in scanned facsimile) also for at least five (5) years.

***(e) A Marijuana Establishment shall tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.***

Alchemy League will tag and track all marijuana seeds, clones, plants, and marijuana products, using a seed-to-sale methodology in a form and manner to be approved by the Commission.

***(f) No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.***

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

***(g) A Marijuana Establishment that is cultivating, processing or selling marijuana products for medical use as well as marijuana products for adult use must create virtual separation of the products. At the point of sale, a Marijuana Retailer that is also a RMD must designate***



*whether marijuana products are intended for sale for adult use or medical use through tracking methodology approved by the Commission under 935 CMR 500.000.*

Not applicable

*(h) A Marijuana Retailer that is also a RMD is subject to the laws governing taxation in the Commonwealth, including, but not limited to, the laws regarding taxation, filling, audit and seizure.*

Not applicable

**935CMR 500.140(9)**

*(9) Testing. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.*

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 has developed the following policies and procedures as part of our Quality Control Program.**

#### **QUALITY CONTROL & SALVAGE PROGRAM: CANNABIS WASTE MANAGEMENT**

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ALCHEMY LEAGUE will not sell cannabis waste. The following procedure will be used to manage cannabis waste.

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

- a. Agents will dispose of cannabis waste in the designated secured waste receptacle in a secured area on the licensed premises.
- b. Public access to the designated receptacle is prohibited.
  - i.If a local agency, or waste hauler permitted by a local agency, is being used to collect and process cannabis waste, ALCHEMY LEAGUE will do following:
    1. Provide the Commission with the following information for the local agency, or waste hauler franchised or contracted by a local agency, who will collect and process the licensee's cannabis waste;
      - a. Name of local agency providing waste hauling services, if applicable;
      - b. Company name of the local agency franchised or contracted or permitted waste hauler, if applicable;
      - c. Company business address; and
      - d. Name of the primary contact person at the company and contact person's phone number.
    2. Obtain documentation from the entity hauling the waste that indicates the date and time of each collection of cannabis waste at the licensed premises; and
    3. Obtain a copy of the certified weight ticket or other documentation prepared by the entity hauling the waste confirming receipt of the

cannabis waste at one, or more, of the following solid waste facilities:

- . A manned, fully permitted. solid waste landfill or transformation facility;
  - a. A manned, fully permitted composting facility or manned composting operation;
  - b. A manned, fully permitted in-vessel digestion facility or manned in-vessel digestion operation;
  - c. A manned, fully permitted transfer/processing facility or manned transfer/processing operation; or
  - d. A manned, fully permitted chip and grind operation.
4. If a licensee is self-hauling cannabis waste to one; or more, of the solid waste facilities a licensee shall obtain for each delivery of cannabis waste by the licensee a copy of a certified weight ticket or receipt documenting delivery from the solid waste facility. Only the licensee or its employees may transport self-hauled cannabis waste.

#### **DISPOSAL AND DESTRUCTION PROTOCOLS**

Marijuana may be destroyed under the following circumstances:

1. if it goes unused, as when a variety is produced in a quantity that exceeds actual customer demand, and it is also not wanted by other dispensaries,
2. if it is found by internal quality control assessments to be infected or contaminated or fails to meet other quality control standards,
3. if it is recalled due to batch-related quality control concerns,
4. if it is returned by a qualified customer or primary caregiver because
5. it was found to be defective,
6. if it is no longer needed by the qualifying registered customer,
7. the customer's qualifying registration expires or is revoked, or
8. if ALCHEMY LEAGUE – ALCHEMY LEAGUE's license expires without being renewed or is revoked.

#### ***Procedures for Destroying Marijuana.***

Whenever marijuana is destroyed, an inventory record is generated indicating:

1. the control numbers associated with the marijuana turned over for destruction,
2. the reason it was turned over for destruction,
3. the names and signatures of the law enforcement officials receiving the marijuana,
4. the amount turned over, and
5. the date and time it was turned over.

The Inventory Control Agent must be present for the inventory transfer and must, along with at least one other employee acting as witness, sign a printed record of inventory transfer, which will be kept as a hard copy or electronically as a scanned facsimile for not less than five (5) years.

Whenever marijuana is destroyed on site an inventory record is generated indicating:

1. the control numbers associated with the marijuana destroyed,
2. the reason it was destroyed,
- a. Spoilage or fouling of the cannabis goods.

- b. Any event resulting in exposure or compromise of the cannabis goods.
3. the manner in which it was destroyed,
4. the amount destroyed,
5. the date and time it was destroyed, and
6. those present during the destruction and the name of the employee performing the destruction

#### **RETURN AND RECALL PROTOCOLS**

Marijuana may be returned to our facility for several reasons:

- It has been recalled by the dispensary due to quality concerns with the associated batch. Client will be informed of our return policies and rules both verbally and in writing when making a purchase at our dispensary. We will make sure clients understand that.
- the marijuana must have in fact been purchased at our facility and have been the most recent purchase made by the client or by the customer's designated caregiver on the client's behalf.

***Recalled Marijuana.*** We will work to develop a responsible policy on compensating clients for recalled products.

## **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  
500.101(1)(c)(7); 935CMR 500.140(6) and (9)**

***500.101(1)(c)7. A detailed summary of the business plan for the adult-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.

***500.140(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 500.000;***

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 500.000.

***(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 500.140(10).***

Not Applicable

***(9) Testing. No marijuana product, including marijuana, may be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product must be deemed to comply with the standards required under 935 CMR 500.160.***

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.

**Detailed description of qualification and intended trainings for agents.  
935 CMR 500.101(1)(c)(8); 935 CMR 500.105(2)**

*500.101(1)(c)8. A detailed description of qualifications and intended training(s) for marijuana establishment agents who will be employees.*

*500.105(2): Marijuana Establishment Agent Training.*

*(a) Marijuana Establishments shall ensure that all marijuana establishment agents' complete training prior to performing job functions. Training shall be tailored to the roles and responsibilities of the job function of each marijuana establishment agent, and at a minimum must include a Responsible Vendor Program under 935 CMR 500.105(2)*

*(b). At a minimum, staff shall receive eight hours of on-going training annually.*

*(b) Responsible Vendor Training.*

*1. On or after July 1, 2019, all current owners, managers and employees of a Marijuana Establishment that are involved in the handling and sale of marijuana for adult use at the time of licensure or renewal of licensure, as applicable, shall have attended and successfully completed a responsible vendor program to be designated a "responsible vendor."*

*2. Once a licensee is designated a "responsible vendor," all new employees involved in the handling and sale of marijuana for adult use shall successfully complete a responsible vendor program within 90 days of hire.*

*3. After initial successful completion of a responsible vendor program, each owner, manager, and employee involved in the handling and sale of marijuana for adult use shall successfully complete the program once every year thereafter to maintain designation as a "responsible vendor."*

*4. Administrative employees who do not handle or sell marijuana may take the "responsible vendor" program on a voluntary basis.*

*5. Marijuana establishments must maintain records of responsible vendor training program compliance for four years and make them available to inspection by the Commission and any other applicable licensing authority upon request during normal business hours.*

*6. Certification Training Program Standards.*

*a. No owner or employee of a responsible vendor program shall have an interest in a licensed Marijuana Establishment;*

*b. Program providers shall submit their programs to the Commission every two years for approval as a responsible vendor program;*

*c. The program shall include at least two hours of instruction time;*

- d. The program shall be taught in a real-time, interactive classroom setting where the instructor is able to verify the identification of each individual attending the program and certify completion of the program by the individual identified;*
- e. The program provider shall maintain its training records at its principal place of business during the applicable year and for the following three years;*
- f. The provider shall make the records available for inspection by the Commission and any other applicable licensing authority upon request during normal business hours;*
- g. The program shall provide written documentation of attendance and successful passage of a test on the knowledge of the required curriculum for each attendee;*
- h. Attendees who can speak and write English must successfully pass a written test with a score of 70% or better;*
- i. Attendees who cannot speak or write English may be offered a verbal test, provided that the same questions are given as are on the written test and the results of the verbal test are documented with a passing score of 70% or better; and*
- j. Program providers shall solicit effectiveness evaluations from individuals who have completed their program.*

*Certification Training Class Core Curriculum.*

- a. Discussion concerning marijuana's effect on the human body. Training shall include:
  - i. Marijuana's physical effects based on type of marijuana product;*
  - ii. The amount of time to feel impairment;*
  - iii. Visible signs of impairment; and*
  - iv. Recognizing the signs of impairment.**
- b. Diversion prevention and prevention of sales to minors, including best practices;*
- c. Compliance with all tracking requirements; and*
- d. Acceptable forms of identification.*

*Training shall include:*

- i. How to check identification;*
  - ii. Spotting false identification;*
  - iii. Medical registration cards issued by the DPH;*
  - iv. Provisions for confiscating fraudulent identifications; and*
  - v. Common mistakes made in verification.*
- e. Other key state laws and rules affecting owners, managers, and employees, which shall include:*

- i. Local and state licensing and enforcement;*
  - ii. Incident and notification requirements;*
  - iii. Administrative and criminal liability;*
  - iv. License sanctions and court sanctions;*
  - v. Waste disposal;*
  - vi. Health and safety standards;*
  - vii. Patrons prohibited from bringing marijuana onto licensed premises;*
  - viii. Permitted hours of sale;*
  - ix. Conduct of establishment;*
  - x. Permitting inspections by state and local licensing and enforcement authorities;*
  - xi. Licensee responsibilities for activities occurring within licensed premises;*
  - xii. Maintenance of records;*
  - xiii. Privacy issues; and*
  - xix. Prohibited purchases and practices.*
- f. Such other areas of training determined by the Commission to be included in a responsible vendor training program.*

## **INTERVIEW PROCESS**

Prospective employees should be brought in for an interview to assess the candidates.

The first interview will be a general conversational style interview, lower pressure, more of a “meet and greet.” We are looking for candidates who are easy communicators, people with the natural ability to hold a conversation and keep us interested.

Some of the traits Alchemy League is looking for are:

1. The candidate speaks well, holds a conversation, is not awkward.
2. The candidate is naturally friendly and good natured.
3. The candidate is energetic/passionate.
4. The candidate seems to enjoy talking/interacting people.
5. The candidate is magnetic.
6. The candidate is welcoming.
7. The candidate makes us feel listened to.
8. The candidate is professional and mature.
9. Do we trust the candidate? Do we believe that this person will guide us to what we really need, or do we feel “sold?”

If managers are suitably impressed, the second interview will be held to help determine the aptitude of the candidate, the qualifications of the candidate, and the candidate's current knowledge of marijuana.

## **NEW EMPLOYEE ONBOARDING**

Once a decision has been made to hire a candidate, the employee must pass a background check and drug test. The below checklist should be used to onboard a new employee.

- Pass a background check
- Pass a drug test
- Fill out our liability waiver
- Complete the Employment Contract
- Fill out a W-4 and provide all necessary documentation
- Manager or HR will need to run E-verify and take all appropriate bank information for direct deposit and Paychex processing form
- A user profile in the PAYROLL SYSTEM will need to be created for the employee
- A user profile TIME AND ATTENDANCE SYSTEM scheduling system credentials
- The employee will be informed of the policies regarding warnings, keys, and discipline.
- The GM will review the uniform policy and provides two uniform shirts in appropriate size for employee

## **EMPLOYEE TRAINING**

It is the policy at ALCHEMY LEAGUE that the better informed our employees are, the better they can answer questions and teach our customers the value of the products we carry. To ensure all employees enter the training on the same page, Alchemy League utilizes the following items to standardize training:

- a. New Hire Training
- b. Formalized Staff Training
- c. One on One Training
- d. Self-Directed Training
- e. Peer to Peer Training

Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. All staff will also go through periodic refresher seminars, as well as new training on any policy updates or changes in procedure.

Security and emergency response training is only part of the comprehensive training required for all employees. In developing our official safety and security policies, we will consult with local law enforcement. We will also work with local police to develop effective ongoing employee training seminars and practices. Especially in developing our policies and training procedures on crime prevention and security threat response, we will seek the involvement of local law enforcement. All emergency procedures will be rehearsed in periodic drills.

In addition to training and periodic drills, all employees will receive official Company reference material, written in plain English and presented in an easy-to-use outline format, explaining all our operational, safety, and security policies and protocols.

## **NEW HIRE TRAINING**

### **I.Procedure**

- a. Attend a 3-day Employee Educational Course
- b. Training will be done on the following procedures:
  - i. TRACK AND TRACE SYSTEM
  - ii. TIME AND ATTENDANCE SYSTEM
  - iii. Customer Verification
  - iv. Adult-Use Age Verification
  - v. Inventory Control
  - vi. Product Education
  - vii. Marijuana laws and regulations,
  - viii. Customer privacy, confidentiality, and secure electronic record keeping,
  - ix. Procedures for customer reception and registration,
  - x. Procedures for product sales, and
  - xi. Personal safety, fire safety, and crime prevention.
  - xii. Security and Emergency Response

Ongoing education is recommended, and employees will be encouraged attend courses regularly at ALCHEMY LEAGUE and pursue the highest levels of dispensary agent qualification.

#### **FORMALIZED STAFF TRAINING**

Classroom, traditional style training is the best way to ensure uniform instruction to the staff. However, this style of training is expensive, time-consuming and typically merits low retention when not supported by other training modalities. It is important to maximize this training by ensuring the training is informative and participant based. With any formalized training the instructors must understand the key goals of the training.

In short, when there are major changes in the way operations are handled, the General Manager will coordinate off-hours, classroom style training to ensure the information is cascaded correctly.

#### **ONE ON ONE TRAINING**

A follow up to formal training is to work one on one with staff reviewing training. Regardless if training is product or procedure, it is important to follow up and test staff's knowledge. We want staff to be able to articulate knowledge in both words and actions. We need these follow ongoing with staff to ensure retention. Several ways to follow up:

- Quiz staff: Ask staff a series of increasingly complicated questions. Do your best to ensure staff can be successful when being quizzed. Do not make this a gotcha moment. Remember is staff can't pass your quiz it is because you didn't do a good job training them.
- Role Playing: This is a good; though often awkward training method. We want to see staff articulate information back to us but understand we did not hire them to be actors. Do not focus on unnatural delivery that is so common with forced scenarios. Keep the focus on knowledge and their grasp of the information.
- Observation training. There are two ways for this to work; one where staff watches the instructor with a real customer and one where the supervisor watches staff. In the first case, I strongly encourage staff to try to stand close and pay attention when I am working with



customers. Few things can provide better training than close observation of an expert about their task. Supervisors also have to make sure to make close observation of staff as they perform their duties. Make notes, constructively correct, or give praise as needed. Staff will almost always perform better when watched.

#### **SELF-DIRECTED TRAINING**

Staff needs to be encouraged to engage in self-directed education. Utilization of Customer Education Materials should be read by all new employees. The materials for Self-Directed Training are as follows:

- Customer Guidelines to Stay Safe and Healthy
- Customers' Rights
- Massachusetts Cannabis Law Overview
- Services
- Guide to Using cannabis- test dosing
- Sativa vs. Indica
- Understanding Edible Consumption
- Applications for Cannabis and Cannabinoids
- Ailment Specific Strains
- Substance Use Prevention
- References and Resources

#### **PEER TO PEER TRAINING**

Peer-to-peer training is a great way for employees to learn information in a non-threatening way and this form of training is the ideal way for employees to learn from one another. Team building-through peer-to-peer training all team members are able to come together without the pressures of daily routines. The General Manager will be responsible for assigning Dispensary Agents for training on any area where an employee requires additional training.

#### **WORKFORCE SECURITY**

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Making sure that our routine operations follow secure procedures is as important as physically securing each facility and having emergency response procedures in place. Consistent, proactive operational security policies and procedures greatly reduce the likelihood that emergencies will arise

We expect to hire two employees.

#### **BACKGROUND SCREENING**

We will perform background checks on all employees, volunteers, principals, directors, and board members. We will also perform background checks on any contractors or vendors who regularly work within the facility or will be employed there for an extended time. Copies of any public records obtained through the background check process will be provided to the individual concerned. To ensure transparency, the entire background checking process will be conducted by a third-party.

We will not employ anyone who has been convicted of a felony except for the purposes of the MMICP as an "excluded felony offense." Also, we elect not to engage any contractors or vendors who would have access on a regular basis or for an extended time to restricted areas of our facility if they have been convicted of any excluded felony offenses.

1. ALCHEMY LEAGUE will ensure employees are at least 21 years of age.
2. ALCHEMY LEAGUE will obtain age of applicant on each employee application.
3. A copy of applicant's valid, unexpired Massachusetts driver's license will be made and attached to each employment application.
4. If employee will be working in capacity of "transporter", a copy of current auto insurance will be placed in employee and verified that insurance meets states minimum standard.
5. A Level 2 criminal background check including the disqualifying offense
6. Individuals will submit a full set of fingerprints to the Cannabis Control Commission, vendor, entity, or agency authorized for processing by the state which may be forwarded to the FBI

#### **PERSONNEL RECORDS**

We will maintain personnel records for each employee, agent, or volunteer that includes:

1. Application,
2. Documentation of all required training,
3. A signed statement from the individual indicating the date, time, and place that he or she received training and the topics discussed, including the name and title of the presenters, and
4. Record of any disciplinary action taken against employee at any time during employment.
5. These personnel records will be maintained for a period of at least six months past the end of the individual's affiliation with us.

#### **EMPLOYEE BADGES**

ALCHEMY LEAGUE will provide all agents with security badges that must be worn at all times while engaging in Commercial Cannabis Activity. The employee badge will include the following:

1. The licensee's "doing business as" and license number
2. The employee's first name
3. The employee number uniquely assigned to the employee for identification purposes
4. A color photograph of the employee that is at least 1 inch in width and 1.5 inches in height
5. Badges must be laminated or plastic coated

#### **SECURITY OF KEYS AND KEY CODES POLICY**

Policy to describe procedure for the distribution and securing of keys/key codes provided by licensee and/or authorized representatives to employee and the procedure to be followed upon termination of employment to security to the licensed premises. It is the Policy of ALCHEMY LEAGUE to maintain the security of all keys and or key codes to any enclosed area. The licensee and / or authorized representative of ALCHEMY LEAGUE may provide a key(s) and/or key codes to designated employees. Upon termination, key shall be surrendered, and key codes voided to main security upon the licensed premises.

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

- a. Licensee and or authorized representative of ALCHEMY LEAGUE may distribute keys and/or key codes to designated employees. These keys or key codes are to be used exclusively for the opening of exterior and interior doors at the opening of each business day and to secure the premises at the close of each business day.
- b. When a key or key code is distributed to an employee, the “Key/Key Code Distribution” form will be completed, updated for any changes, and kept in the employee’s file and a copy placed in “Key/Key Code Distribution file”. This form timed and dated form is signed by the employee acknowledging the receipt of key, explicit use of key/codes and policy to contact management immediately for all lost or stolen keys.
  - i. Employee agrees to use key exclusively for intended purpose and will not share key with other employees without exclusive permission by Licensee in the event of an unusual circumstance.
  - ii. Employee will attempt to have a duplicate made.
  - iii. Employee understands that there will be a periodic inspection to assure employees possess keys assigned and none are lost.
  - iv. Employee agrees to keep unique key code confidential and will not share key codes with other employees.
  - v. The sharing of keys or key codes may lead to immediate termination
- c. Should an employee in possession of a key terminate employment without surrendering the key to the licensee or authorized, a locksmith will be called and shall change the key cylinder to all exterior/interior doors with the intent to be completed by the close of said business day. Key codes will be voided.
- d. Keys shall be kept on a secure ring and to remain in the possession of the licensee/authorized representative during business hours.

## CODE OF SAFE WORK PRACTICES

Below is the Code of Safe Work Practices that will be provided to all employees.

1. **Follow All Safety Rules** - All employees must work safely and follow all safety rules.
2. **Workplace Accident and Injury Reduction Program Available** – ALCHEMY LEAGUE will have a written Workplace Accident and Injury Reduction Program that describes in detail the policies and procedures which are used to provide a safe workplace.
3. **Report Unsafe Conditions or Actions** - All employees must immediately report unsafe conditions or near misses to any manager or supervisor, the Workplace Accident and Injury Reduction Program Manager, or any safety committee member. A near miss is an incident where someone could have been hurt but wasn’t this time. It is important to correct unsafe conditions or procedures before someone is hurt.
4. **Report all Injuries** - Employees must report all injuries (no matter how minor) to their supervisor so that arrangements can be made for medical or first aid treatment. This includes illness or aches and pains that the employee thinks may be work related and that don’t go away normally. Do not disturb or cleanup the scene of a serious accident (except to aid injured people or make the area safe) until an accident investigation has been completed.
5. **Don’t Work When Impaired** - Employees shall not work when impaired by fatigue, illness, medication, or intoxicating substances such as alcohol. The use of illegal drugs are strictly prohibited.

6. **Housekeeping** - Keep your work area tidy and free from unnecessary clutter and trip hazards. Clean up spills as soon as possible.
7. **No Horseplay** - Horseplay is forbidden.
8. **Threats and Violence are Prohibited** - Violence, threats of violence, and physical intimidation are prohibited. Employees who feel that a company employee, customer, or client is potentially violent must immediately report their concerns to any manager or supervisor, the Workplace Accident and Injury Reduction Program Manager, or any safety committee member. Employees who experience violence on the job or are threatened or experience physical or verbal intimidation must report this to their supervisor immediately.
9. **Fire Extinguishers** - Do not use a fire extinguisher unless you have been trained to do so. Do not use a fire extinguisher to fight a fire unless you are very confident the extinguisher will safely put the fire out. Instead, report fires to your supervisor, and evacuate the building and summon the fire department if necessary.
10. **Eyesight is Precious** - Always wear your eye protection when required. There are many types of eye protection available, tell your supervisor if your eye protection distorts your vision or gives you headaches.
11. **Computer Ergonomics** - Employees should take time to set up their computer comfortably. The keyboard and monitor should be directly in front of them so that they can work without twisting. The keyboard should be just below elbow height when sitting with their shoulders and arms relaxed at their sides. The top of the monitor screen should not be above eye level. If necessary, employees should raise their seats and use a footrest if their feet don't rest flat on the ground. Employees should request a split keyboard or alternative mouse if their existing equipment generates wrist or arm discomfort.
12. **Minimize monitor glare** - Employees should arrange their workspace so that there is not excessive glare on their monitor screen from lights or windows.
13. **Follow Security Procedures** - Employees must strictly follow all security procedures. Report any security lapses to your supervisor immediately.
14. **In the Event of a Robbery** - Remain calm.
15. **Inspect Power Cords** - Never use electrical equipment unless the power cord and grounding plug (if present) are in good condition. Never use equipment that shocks you, even the small shock from a minor short will get worse in time. Report all problems with electrical equipment to your supervisor.
16. **Additional Information** - Your supervisor will provide additional information regarding emergency evacuation procedures and any additional hazards or working procedures specific to your work area. Never start working on a task until you have been fully trained on the safety requirements and your supervisor has cleared you to begin.

## CONTACT PERSON ATTESTATIONS (REQUIRED)

Attestations below I attest that I understand and agree with the attestation.

Sources of capital available to applicant will arise from the refinancing of my existing home, which I own. If so, the following are required of the individual/entity: Leah Daniels/ 12 Marcella St, 857-492-1916, Leah Daniels, amount/source of capital, bank record dated within 30 days of the application verifying the existence of capital, and certification that those funds were lawfully earned/obtained. In accordance to 935 CMR 500.101(1)(a)(4)(a-g) as required.

Resources held in escrow for the dismantling of the Marijuana Establishment. The amount must be no less than \$ 5,000 the licensure fee and made payable to the Marijuana Regulation Fund. The bond must be issued by an entity licensed to transact business in the Commonwealth. 935 CMR 500.101(1)(a)(5) as required.

Our property interest in the proposed address 60 New Market St, Boston (must be legible). Interest can be shown by submitting one of the following: legal title, option to purchase, legally enforceable agreement, or binding permission to use the premises. Verbal acknowledgments relayed from the applicant only will not suffice. 935 CMR 500.101(1)(a)(7)(a-e)

Will provide in the form a single-page certification signed by the contracting authority for the municipality and applicant signifying that a Community Host Agreement has been executed. Our form is available for use and can be found at: <http://mass-cannabiscontrol.com/wp-content/uploads/2018/04/Host-Community-Agreement-CertificationForm.pdf>. We will not accept the Community Host Agreement in lieu of the certification. 935 CMR 500.101(1)(a)(8) as required.

Are in the process of conducted a community outreach meeting consistent with the Commission's Guidance for License Applicant on Community Outreach within the six months prior to the application. The guidance document and certification forms can be found on our website at: <http://mass-cannabis-control.com/wpcontent/uploads/2018/04/Community-Outreach-Guidance-and-Forms.pdf>. 935 CMR 500.101(1)(a)(9)(a-d) as required

Our Marijuana Establishment's will be compliant with local codes, ordinances, and bylaws of the municipality. I have included the identification of local phase the application for licensing requirements for the adult use of marijuana. 935 CMR 500.101(1)(a)(10) (required)

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



Leah Daniels, Owner

9-3-18  
Date:

## **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, women, veterans, people with disabilities, and people of all gender identities and sexual orientation.***

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 people of all gender identities and sexual orientation.
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 all gender identities and sexual orientation 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 one or more of the following demographics: Minorities, Women, Veterans, People with Disabilities, people of all gender identities and sexual orientation.
5. Ensure that of the diverse hires, Alchemy maintains a 50% retention rate.
6. Review and modify Alchemy League's diversity plan annually.

## ***Programs***

### 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 quarterly trainings to Minorities, Women, Veterans, People with Disabilities, people of all gender identities and sexual orientation to promote their entry into the industry.
- ✓ Offer individual mentoring to members of the aforementioned demographic by diverse leaders and advisors – anticipated mentor/mentee meetings at least quarterly.
- ✓ 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.
- ✓ 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 all gender identities and sexual orientation. 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, Women, Veterans, People with Disabilities, People of all gender identities and sexual orientation.
2. Number of promotions for people falling into the above-listed demographics from initial licensure through the end of Year 1.
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 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.

## **Personnel Policies. 935 CMR 500.101(1)(c)(7); 935 CMR 500.105(1)**

***500.101(1)(c)7. A detailed summary of the business plan for the adult-use Marijuana Establishment; h. Personnel Policies, including background check policies.***

Alchemy's Personnel Policies 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 personnel policies.

- (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 500.000, in addition to the following:***
  - (a) Written operating procedures as required by 935 CMR 500.105(1);***
  - (b) 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);***
  - (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;***
  - (f) A staffing plan and staffing records in compliance with 935 CMR 500.105(9);***

### **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)***

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:

- 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.