



## Massachusetts Cannabis Control Commission

### Marijuana Cultivator

#### General Information:

License Number: MC283773  
Original Issued Date: 04/20/2023  
Issued Date: 04/20/2023  
Expiration Date: 04/20/2024

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Arrow Cultivate, LLC

Phone Number: 413-229-8958 Email Address: arrowcultivate@gmail.com

Business Address 1: 237 Bow Wow Road

Business Address 2:

Business City: Sheffield

Business State: MA

Business Zip Code: 01257

Mailing Address 1: 163 Main Street

Mailing Address 2:

Mailing City: Sheffield

Mailing State: MA

Mailing Zip Code: 01257

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

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

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 100 Percentage Of Control: 100

Role: Owner / Partner

Other Role:

First Name: Edwin

Last Name: Dobson

Suffix: IV

**User Defined Gender:**

**Specify Race or Ethnicity:**

No records found

No records found

Individual Contributing Capital 1

**Last Name:** Dobson

**Suffix:**

**Other Type of Capital:**

**Total Value of the Capital Provided:**  
\$69527.03

Percentage of Initial Capital:  
100

**Capital Attestation:** Yes

No records found

No records found

No records found

Establishment Address 1: 237 Bow Wow Road

Establishment Address 2:

Establishment City: Sheffield

Establishment Zip Code: 01257

**Approximate square footage of the Establishment: 261360**

How many abutters does this property have?: 10

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

**Cultivation Tier:**

**Cultivation Environment:**

Cultivation Tier: Tier 11: 90,001 to 100,000 sq. ft Cultivation Environment: Outdoor

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	AC HCA Cert.pdf	pdf	62ed336f1e960b0009f469fa	08/05/2022
Plan to Remain Compliant with Local Zoning	Sheffield Zoning Compliance Plan 2.0.pdf	pdf	62fd35fd1e960b0009040519	08/17/2022
Community Outreach Meeting Documentation	AC COM Cert 2.1.pdf	pdf	62fe5a2bd239e20007d5827d	08/18/2022

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	AC PIP 2.0.pdf	pdf	62fd36231e960b000904056e	08/17/2022

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner      Other Role:

First Name: Edwin      Last Name: Dobson      Suffix: IV

RMD Association: Not associated with an RMD

Background Question: no

#### ENTITY BACKGROUND CHECK INFORMATION

No records found

#### MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Secretary of Commonwealth - Certificate of Good Standing	AC Corp GS.pdf	pdf	62ed3b47b027db0009502892	08/05/2022
Department of Revenue - Certificate of Good standing	AC Tax GS.pdf	pdf	62ed3b4db027db00095028c4	08/05/2022
Department of Revenue - Certificate of Good standing	AC DUA.pdf	pdf	62ed3b52b027db00095028e1	08/05/2022
Articles of Organization	AC Articles.pdf	pdf	62ed3b5fb027db00095028fb	08/05/2022
Bylaws	AC OA.pdf	pdf	62ed3b661e960b0009f4827e	08/05/2022

No documents uploaded

Massachusetts Business Identification Number: 001579655

Doing-Business-As Name:

DBA Registration City:

#### BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	AC Biz Plan.pdf	pdf	62ed3b84b027db0009502999	08/05/2022
Proposed Timeline	AC Timeline.pdf	pdf	62ed3c79b027db0009502e26	08/05/2022
Plan for Liability Insurance	AC Insurance Plan.pdf	pdf	62ed3c7eb027db0009502e3a	08/05/2022

#### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload
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				Date
Policies and Procedures for cultivating.	AC Cultivation SOP.pdf	pdf	62ed511ab027db0009505e59	08/05/2022
Restricting Access to age 21 and older	AC Policy for Limiting Access to Age 21 and Older.pdf	pdf	62ed5236b027db0009505f59	08/05/2022
Security plan	AC Security Plan-min.pdf	pdf	62ed587ab027db00095070b8	08/05/2022
Prevention of diversion	AC Prevention of Diversion SOP.pdf	pdf	62ed58841e960b0009f4c7a4	08/05/2022
Storage of marijuana	AC Storage SOP.pdf	pdf	62ed588c1e960b0009f4c7b8	08/05/2022
Transportation of marijuana	AC Transportation of Marijuana SOP.pdf	pdf	62ed5a8bb027db000950747c	08/05/2022
Inventory procedures	AC Inventory and Tracking SOP.pdf	pdf	62ed5abcb027db0009507490	08/05/2022
Quality control and testing	AC Quality Control and Product Testing.pdf	pdf	62ed5b73b027db0009507559	08/05/2022
Dispensing procedures	AC Dispensing Policy and Procedure.pdf	pdf	62ed5bab1e960b0009f4cc0b	08/05/2022
Personnel policies including background checks	AC Personnel Policies including Background Checks.pdf	pdf	62ed5beab027db000950764b	08/05/2022
Maintaining of financial records	AC Maintenance of Financial Records SOP.pdf	pdf	62ed5c4b1e960b0009f4cd2b	08/05/2022
Qualifications and training	AC Qualifications and Training.pdf	pdf	62ed5cc2b027db000950772d	08/05/2022
Energy Compliance Plan	AC Energy Compliance SOP.pdf	pdf	62ed5dcc1e960b0009f4cffa	08/05/2022
Record Keeping procedures	AC Record Keeping Procedure 2.0.pdf	pdf	62fd364b1e960b000904061c	08/17/2022
Diversity plan	AC Diversity Plan 2.0.pdf	pdf	62fe5a6544fa35000ace91b6	08/18/2022

### ATTESTATIONS

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

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

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

#### Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

Date generated: 05/01/2023

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 6:00 AM	Monday To: 8:00 PM
Tuesday From: 6:00 AM	Tuesday To: 8:00 PM
Wednesday From: 6:00 AM	Wednesday To: 8:00 PM
Thursday From: 6:00 AM	Thursday To: 8:00 PM
Friday From: 6:00 AM	Friday To: 8:00 PM
Saturday From: 6:00 AM	Saturday To: 8:00 PM
Sunday From: 6:00 AM	Sunday To: 8:00 PM

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

1. Name of applicant:

Arrow Cultivate, LLC

2. Name of applicant's authorized representative:

Edwin Dobson

3. Signature of applicant's authorized representative:



4. Name of municipality:

Sheffield

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

Rhonda LaBombard



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

*Shunda LaBombard*

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

rlabombard@sheffield.ma.gov

8. Host community agreement execution date:

6/17/2022

## Sheffield Zoning Compliance Plan

The site, 237 Bow Wow Road, is the current location of another fully permitted and approved cannabis licensee, who's lease expires on 12/31/22. Arrow Cultivate will take over the property on 1/1/23. The Town has been made aware of this transition and approves of the site and its location.

No Arrow Cultivate operations will take place on the site prior to turnover. Due to the pre-existing use of the site as an adult use cannabis farm, and no change in the scope or intensity of use from the prior operator to Arrow Cultivate, the Town has deemed this a pre-existing, non-conforming use as it was originally permitted prior to the passage of any Sheffield zoning requirements for adult use marijuana.

Thus, the Town of Sheffield has not required any Special Permit or Site Plan Review for Arrow Cultivate's operations, and has approved and executed a Host Community Agreement for Arrow Cultivate on the site as their sole requirement for municipal approval.

There is no need for any health department approval, and any building done on site will follow town code and be done under a building permit, if necessary for the scope of work proposed. At this time, due to the pre-existing structures being left in place at lease expiration, no construction is intended. No further local approvals are necessary.

The site is zoned in the Rural District, which permits such uses. All operations will take place on the property and there is no intent to move the license

The licensee will take ongoing steps to remain compliant with zoning, to include regularly meeting with the appropriate town officials, including but not limited to the select board and planning board, and other stakeholders. The company's legal counsel will additionally keep the licensee aware of any zoning developments.





# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

1. The Community Outreach Meeting was held on the following date(s): 7/14/22
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



4. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was published in a newspaper of general circulation in the municipality at least 14 calendar days prior to the meeting. A copy of this publication notice is labeled and attached as "Attachment A."
  - a. Date of publication: 6/30/22
  - b. Name of publication: Berkshire Eagle
  
5. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was filed with clerk of the municipality. A copy of this filed notice is labeled and attached as "Attachment B."
  - a. Date notice filed: 6/23/22
  
6. A copy of the community outreach notice containing the time, place, and subject matter of the meeting, including the proposed address of the ME or MTC was mailed at least seven (7) calendar days prior to the community outreach meeting to abutters of the proposed address, and residents within 300 feet of the property line of the applicant's proposed location as they appear on the most recent applicable tax list, notwithstanding that the land of the abutter or resident is located in another municipality. A copy of this mailed notice is labeled and attached as "Attachment C." Please redact the name of any abutter or resident in this notice.
  - a. Date notice(s) mailed: 7/5/22
  
7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
  - a. The type(s) of ME or MTC 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 ME or MTC to prevent diversion to minors;
  - d. A plan by the ME or MTC to positively impact the community; and
  - e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
  
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

Arrow Cultivate, LLC

Name of applicant's authorized representative:

James McMahan

Signature of applicant's authorized representative:

DocuSigned by:  
*James McMahan*  
7516EBA179774DD...







Document B

James McMahon <james@mcmahonstrategic.com>

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## Arrow Cultivate Community Outreach Meeting

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**LaBombard, Rhonda** <RLaBombard@sheffieldma.gov>  
To: James McMahon <james@mcmahonstrategic.com>

Thu, Jun 23, 2022 at 1:49 PM

Hi James,

I am in receipt of the notice for the Community Outreach Meeting for Arrow Cultivate LLC.

Best,

Rhonda LaBombard

Town Administrator

[Quoted text hidden]

Notice is hereby given that a Community Outreach Meeting of a Marijuana Establishment is scheduled for 7/14/22 at 6:00 PM at 21 Depot Square, Sheffield, MA 01257.

This Meeting concerns the transition of operations of the currently licensed, approved and operating Outdoor Marijuana Cultivation Establishment at the site from Theory Wellness to a new license to be held by Arrow Cultivate and Sheffield resident Ted Dobson. There is no proposed increase to the size or intensity of current approved operations on the site post-transition.

The Outdoor Marijuana Cultivation Establishment will continue to be located at 237 Bow Wow Road, Sheffield, MA 01257. There will be an opportunity for the public to ask questions.

### **Plan for Positive Impact 2.1**

In order to positively impact the disproportionately affected areas of Massachusetts, the Company plans to create an educational initiative and a job training program. We are located in the Town of Sheffield and understand that the nearby city of Pittsfield is one of the Commission's defined twenty-nine areas of disproportionate impact. Our efforts to positively impact the disproportionately affected areas of Massachusetts will focus on bolstering our local community of Pittsfield Massachusetts.

### **Goals**

Arrow Cultivate intends to devote its resources to create and develop beneficial programs centered on issues which it holds dear to its heart. These programs include educational seminars and job training sessions.

As our facility is near Pittsfield, an area of disproportionate impact, we believe our own hiring practices will focus on hiring a workforce from the disproportionately impacted area of Pittsfield.

In addition, the company will provide educational seminars and job training to the citizens of Pittsfield who are non-employees of the company.

### **MEASUREMENT OF GOALS**

Specific populations (Commission approved Economic Empowerment Applicants; Commission approved Social Equity Program Applicants; MA residents with past drug convictions; and/or MA residents with parents/spouses who have drug convictions) of the disproportionately affected area of Pittsfield will be targeted through publication, until at least **10** spots are filled, of the job training program in local newspapers, such as the Berkshire Eagle, and community bulletins. At minimum, **2** Job Training event notices will be posted each week, for two weeks prior to the event in the local publication: The Berkshire Eagle.

### **Programs**

Arrow Cultivate recognizes that the growth of the marijuana program in Massachusetts will raise a number of questions and concerns within the community at-large. To address these concerns, the Company will offer public education seminars, to up to 30 individuals, in order to provide an opportunity for local community members to learn more about cannabis. These free seminars will be open to the public and last for roughly an hour.

The educational seminars will take place on a six-month rolling basis and be located at the Company's premises or via electronic means. Seminars will include lectures by the Company's executive staff and employees that will inform the community on the facts surrounding the company's activities, cannabis use, and the industry at large, and will address misconceptions or fears that many may have concerning the Company's community presence.

Proposed topics for the bi-annual seminars include:

- Engagement with the CCC,



- cannabis application drafting,
- best practices for cannabis sanitation and compliance,
- information on cannabis wellness,
- small business coaching,
- and resume and interview coaching

The dates and times of the seminars will be posted in the Berkshire Eagle the week prior to the event. The executive management team of the company will develop its education and training seminars in order to ensure a comprehensive education useful to the public who are concerned about the industry's impact on the community or interested in taking part and being involved in the industry. Our job training programs will target the city of Pittsfield, an area of disproportionate impact.

Not only will we encourage candidates in our job training program to fill positions at our own facility, we aim to help candidates find open gainful employment in the cannabis industry. The aim of the programs is to prepare non-employees of the company for gainful employment in the marijuana industry. We will further their chances of job placement by providing letters of recommendation and references attesting to their learned skills. Every individual that attends and completes the job trainings will fill out a contact form and waiver that will allow the company to follow up on the careers of these individuals and assess the impact of our training program.

Arrow Cultivate intends to hold job training sessions to meet the demands of the industry and the job market. The company will begin this process immediately on licensure. Documentation of each event, along with the proposed syllabus and any relevant materials shall be made available to the commission. At minimum, 2 Job Training event notices will be posted each week, for two weeks prior to the event in the local publication: The Berkshire Eagle.

Specific populations of disproportionately affected area of Pittsfield will be targeted through publication, monthly until at least 20 spots are filled, of the job training program in local newspapers, such as the Berkshire Eagle, and community bulletins.

In order to positively impact the disproportionately affected we will give selection preferences to those who fall into the program populations of Pittsfield residents, Commission approved Economic Empowerment Applicants; Commission approved Social Equity Program Applicants; MA residents with past drug convictions; and/or MA residents with parents/spouses who have drug convictions.

Our Job training program shall provide opportunities to those who are interested in a career in the cannabis industry.

While these programs are not meant to replace the mandated Responsible Vendor Training program, the lectures should allow candidates to better grasp the nuances of the industry and familiarize themselves with what is expected of them and the industry-standard protocols for achieving those goals.

## **Measurements**



The Company intends to begin its community impact initiative beginning on the date of licensure and hopes to achieve the following one-year targets by the time for the renewal of the license:

1. Arrow Cultivate hopes to hold at two educational seminars and two job training sessions within the first year of operation. The educational seminars will be open to at least 30 people. The job training sessions will graduate at least 20 trainees.

2. The company intends most of its own workforce to fall into one of the enumerated categories above, as the facility is located near an area of disproportionate impact.

3. Similarly, the majority of applicants for the job training program will be comprised of the enumerated categories. The job training program will be advertised locally in the area of disproportionate impact, through the use of newspapers and bulletin boards. The trainee class will be comprised of a majority of individuals from the aforementioned enumerated categories.

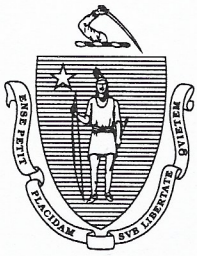
Though, in order to quantitatively show progress in furthering the goal of positively impacting the disproportionately affect areas of Massachusetts the company shall grade its own efforts and provide documentation to the commission with the following information.

- Number of individuals hired and retained as employees at ARROW CULTIVATE
- Number of individuals trained from the enumerated categories and overall.
- Number of individuals that attended the training that achieved gainful employment in the cannabis industry within 1 year from completing training from the enumerated categories and overall.
- Number and subject matter of job trainings offered and performed by our program.

Arrow Cultivate has a plan to positively impact the disproportionately affected areas of Massachusetts by responding to the needs of the Pittsfield community. Our efforts in job growth and industry specific-training as well as seminars which educate concerned and/or interested citizens about the practices of such a company in their community are the ways that Arrow Cultivate will serve the Pittsfield Community.

The Company will adhere to the requirements set forth in 935 CMR 500.105(4), providing that the Company shall not engage in any prohibited advertising, branding, marketing, or sponsorship practices. The Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

The progress or success of this plan shall be documented upon renewal (one year from provisional licensure, and each year thereafter). If the plan has been successfully fulfilled, the Company will continue to enact the plan in the following year, and seek ways to expand it, if feasible. If the plan has not been successfully fulfilled, the Company will examine areas that were not fulfilled, and enact new strategies to reach the goals in the following year.



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

William Francis Galvin  
Secretary of the  
Commonwealth

July 14, 2022

TO WHOM IT MAY CONCERN:

I hereby certify that a certificate of organization of a Limited Liability Company was filed in this office by

**ARROW CULTIVATE, LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **April 29, 2022**.

I further certify that said Limited Liability Company has filed all annual reports due and paid all fees with respect to such reports; that said Limited Liability Company has not filed a certificate of cancellation; that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156C, § 70 for said Limited Liability Company's dissolution; and that said Limited Liability Company is in good standing with this office.

I also certify that the names of all managers listed in the most recent filing are: **EDWIN DOBSON**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **EDWIN DOBSON**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **EDWIN DOBSON**



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



Commonwealth of Massachusetts  
Department of Revenue  
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0438903744  
Notice Date: July 25, 2022  
Case ID: 0-001-616-538



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



ARROW CULTIVATE, LLC  
237 BOW WOW RD  
SHEFFIELD MA 01257-9608

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

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

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

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

### *What if I have questions?*

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 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

To Whom It May Concern,

I, Edwin Dobson, attest that I am the sole and managing member of the single-member limited-liability company, Arrow Cultivate, LLC. At this time, Arrow Cultivate, LLC has no employees.

Upon such time as Arrow Cultivate, LLC hires employees, Arrow Cultivate will commence with Unemployment Insurance.

Sincerely,

A handwritten signature in black ink, appearing to read "Edwin J. Dobson", with a stylized, cursive script.

Edwin J. Dobson  
Arrow Cultivate, LLC



**The Commonwealth of Massachusetts**  
**William Francis Galvin**

Minimum Fee: \$500.00

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

**Certificate of Organization**

(General Laws, Chapter )

Identification Number: 001579655

1. The exact name of the limited liability company is: ARROW CULTIVATE, LLC

**2a. Location of its principal office:**

No. and Street: 237 BOW WOW ROAD  
 City or Town: SHEFFIELD State: MA Zip: 01257 Country: USA

**2b. Street address of the office in the Commonwealth at which the records will be maintained:**

No. and Street: 237 BOW WOW ROAD  
 City or Town: SHEFFIELD State: MA Zip: 01257 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

APPLYING FOR A LICENSE WITH THE CANNABIS CONTROL COMMISSION

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: EDWIN DOBSON  
 No. and Street: 237 BOW WOW ROAD  
 City or Town: SHEFFIELD State: MA Zip: 01257 Country: USA

I, EDWIN DOBSON resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

**6. The name and business address of each manager, if any:**

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
MANAGER	EDWIN DOBSON	237 BOW WOW ROAD SHEFFIELD, MA 01257 USA

7. The name and business address of the person(s) in addition to the manager(s), authorized to execute documents to be filed with the Corporations Division, and at least one person shall be named if there are no managers.

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
SOC SIGNATORY	EDWIN DOBSON	237 BOW WOW ROAD SHEFFIELD, MA 01257 USA

**8. The name and business address of the person(s) authorized to execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property:**

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	EDWIN DOBSON	237 BOW WOW ROAD SHEFFIELD, MA 01257 USA

**9. Additional matters:**

**SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of April, 2022,**  
**EDWIN DOBSON**

*(The certificate must be signed by the person forming the LLC.)*

THE COMMONWEALTH OF MASSACHUSETTS

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

April 29, 2022 02:08 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*

**OPERATING AGREEMENT**  
**of**  
**Arrow Cultivate, LLC**

THIS OPERATING AGREEMENT (the "Agreement") is made and entered into effective as of the 29<sup>th</sup> day of April 2022, by Edwin Dobson ( the "Member").

The parties to this Agreement, desiring to form a limited liability company known as **Arrow Cultivate, LLC** (the "Company") pursuant to the provisions of the Massachusetts Limited Liability Company Act, Massachusetts General Laws, Chapter 156C (the "Act"), hereby constitute themselves a limited liability company for the purposes and on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the promises of the Member, and of good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed by the Member as follows:

**ARTICLE I - DEFINITIONS**

1.1 Definitions. Capitalized terms used in this Agreement and not otherwise defined shall have the meanings assigned to them below:

(a) "Agreement" means this Operating Agreement, as amended, modified, supplemented or restated from time to time.

(b) "Certificate of Formation" means the Certificate of Formation of the Company and any and all amendments thereto and restatements thereof filed on behalf of the Company with the Commonwealth of Massachusetts Secretary of State's Office pursuant to the Act.

(c) "Member" means a member of the Company identified on Schedule A attached hereto, as the same may be amended from time to time.

(d) "Percentage Interest" shall refer to the percentage ownership interest of each Member in the Company. The Percentage Interests of the Members are set forth on Schedule A attached hereto and incorporated herein for all purposes by this reference, as the same may be amended from time to time.



## ARTICLE II - THE COMPANY

### 2.1 Formation.

(a) The Member hereby agrees to form the Company as a limited liability company under and pursuant to the provisions of the Act and agree that the rights, duties and liabilities of the Members shall be as provided in the Act, except as otherwise provided herein.

(b) The name and mailing address of each Member of the Company shall be listed on Schedule A, along with their Percentage Interest at formation, and upon execution of this Agreement shall be Members of the Company.

2.2 Name; Principal Place of Business. The name of the Company shall be Arrow Cultivate, LLC. A short form of the name, **Arrow Cultivate and/or Arrow**, or any other approved by the Member shall also be acceptable for use in appropriate settings. The principal office of the Company shall be located at 237 Bow Wow Road Sheffield, MA 01257 or at such other place as the Members may from time to time determine.

2.3 Term. The term of the Company shall commence on the date of the filing of the Certificate of Formation in the Massachusetts Secretary of State's Office and shall continue in perpetuity unless dissolved in accordance with the provisions of this Agreement.

2.4 Registered Agent. The Company's registered agent and office in Massachusetts shall be as set forth in the Certificate of Formation of the Company filed with Massachusetts Secretary of State's Office, as the same may from time to time be amended.

2.5 Fiscal Year. The Company's fiscal year (the "Fiscal Year") shall be the calendar year.

## ARTICLE III - PURPOSE AND POWERS OF THE COMPANY

3.1 Nature of Business. The business of the Company shall be to cultivate and manufacture certain products as approved by the Member. The Company shall also engage in such other activities as may be necessary or incidental to the foregoing business activities.

3.2 Powers of the Company. The Company shall have the power and authority to take any and all actions necessary, appropriate, proper, advisable, convenient or incidental to or for the furtherance of the purpose set forth in Section 3.1, including, but not limited to the powers permitted under the Act.

## **ARTICLE IV - CAPITAL CONTRIBUTIONS AND ACCOUNTS**

4.1 Capital Contributions. Each Member has transferred and contributed to the capital of the Company the capital amounts (the "Capital Contributions") set forth on Schedule A. Any contributions by non-Members and the terms of those contributions have been recorded on Schedule A as in addition.

4.2 Capital Accounts; Assets. An individual capital account (each a "Capital Account") shall be established and maintained for each Member in accordance with applicable regulations under the Internal Revenue Code of 1986 as from time to time amended (the "Code"). A Member shall not be entitled to interest on his or her Capital Contribution or Capital Account, or to withdraw any part of his or her Capital Contribution or Capital Account. No Member shall have any right in or to any asset or property of the Company, but shall only have a right to the distributions as and when provided for in Sections 8.2 and 9.2 hereof.

4.3 Maintenance of Capital Accounts. To the extent consistent with such regulations, there shall be credited to each Member's Capital Account the amount of any contribution of capital made by such Member to the Company, and such Member's share of the net profits of the Company, and there shall be charged against each Member's Capital Account the amount of all distributions to such Member, and such Member's share of the net losses of the Company.

4.4 Contribution to Operating Account. In recognition that the Company may not receive income sufficient to pay for insurance, real estate taxes, maintenance and the like, the Members agree to contribute annually as needed to an Operating Account for such purposes as may be assessed from year to year.

## **ARTICLE V - MEMBERS**

5.1 Powers of Members. The Members shall have the power to exercise any and all rights or powers granted to the Members pursuant to the express terms of this Agreement. All Members shall constitute one class or group of Members of the Company for all purposes of the Act.

5.2 Admission of Members. No person shall be admitted as a Member of the Company after the date of formation of the Company without the unanimous written consent or approval of all the Members at the time of such admission, regardless of whether such person has previously acquired any rights in any existing Member's interest in the Company by assignment, sale or otherwise. A Member's admission to the Company shall become effective upon such Member's execution of a counterpart of this Agreement, or such other instrument as the Members may require, to evidence his or her admission.

5.3 Transfer of Company Interest. No Member may transfer, sell, assign, pledge, mortgage, or dispose of or grant a security interest in his or her interest in the Company (each, a

"Transfer") without the prior unanimous written consent of all the Members at the time of such Transfer. Any purported Transfer in contravention of this Section 5.3 shall be null and void.

5.4 Rights and Obligations of Assignee. The purchaser or other transferee of a Member's interest in the Company shall have only the right to receive the distributions and allocations of profits or losses to which the Member would have been entitled, and the obligation to contribute to the Operating Account under this Agreement with respect to the transferred interest and shall not have or enjoy any right to participate in the management of the Company or to receive any financial information or reports relating to the Company or any other rights of a Member unless and until the purchaser or transferee is admitted as a Member pursuant to Section 5.2.

5.5 Allowed Transfer of Company Interest. Notwithstanding the foregoing regarding admission of Members and transfer of Company interest, a Member may transfer during life or at death a Company interest without the prior written consent of other Members, to lineal descendants or to a trust for the benefit of a spouse for life and then to lineal descendants or another Member, or to a trust for lineal descendants or another Member, and on receipt of a transfer, such persons shall become Members. Beneficiaries of a trust shall be responsible for assessments made to Members in the event a trust holding an interest fails to contribute an assessment when due.

5.6 Transfer on Death. Except as provided above, a transferee from an estate or trust on the death of a Member shall not become a Member. Surviving Members shall have the right to purchase, pro rata, the whole of the Company interest of the deceased Member. Election to purchase shall be made within three (3) months of the appointment of an executor or administrator ("estate representative"), or if the Company interest is held in trust, four (4) months from the date of death, and the term "estate representative" will include trustees. The value of a Membership shall be determined by an appraisal of the Premises, as adjusted under ARTICLE IV of this Agreement. The value of the Premises shall be determined by a fair market value appraisal by a registered appraiser. If the purchaser or purchasers cannot agree upon an acceptable appraiser within thirty (30) days of notice of the exercise of the option to purchase, the estate representative and the purchaser or purchasers shall each select an independent appraiser and said independent appraisers so selected shall (by majority vote) select a third appraiser, who shall be qualified as aforesaid. Said third appraiser shall appraise the Premises. Notwithstanding the foregoing, if either the estate representative or purchaser fails to select an appraiser within the above 30-day period, then the appraiser selected by the other shall make the required appraisal. The appraisal shall be conclusive and binding upon the estate representative and the purchaser or purchasers. The expenses of said appraisal shall be paid one-half by the estate representative and one-half by the purchaser or purchasers.

In the event the whole of a Company interest is not purchased by other Members, the person to whom the interest was left shall become a Member.

5.7 Partition. Each Member waives any and all rights that he or she may have to maintain an action for partition of the Company's property, and any Transferee who is not a

Member shall, by acceptance of a transferred interest in the Company, be deemed to have waived such rights of partition.

5.8 Sale of Company Interest. A Member may sell a Company interest, first by obtaining unanimous written consent at a price negotiated between the selling Member and the buyer, and second, by offering to the remaining Members a right to purchase, pro rata, the whole of the interest at the negotiated price, such right be exercised within one (1) month of the date of the written consent. In the event the whole of the interest is not purchased by the remaining Members, the selling Member may sell to the buyer at the price negotiated.

5.9 Sale of Company Interest, No Buyer. In the event a Member wishing to sell an interest in the Company ("retiring Member") does not have a buyer, and no other Member wishes to purchase, the retiring Member may, upon unanimous written consent of the Members, deliver the Company interest to the Company to be held in escrow, except, however, only upon delivery to the Company of an agreement of another Member to pay all assessments that will become due during the escrow period on the account of such interest. The said agreement to pay assessments may include recovery against the Capital Account and assignment of the use of the property of the retiring Member to the paying Member. In the event the property is sold during an escrow period, the share to be distributed to the retiring Member shall be valued as of the date the interest is sold. During an escrow period, the retiring Member shall have no membership rights under ARTICLE VI and ARTICLE VII, below, but shall have the continuing right to sell the Company interest.

## **ARTICLE VI - MANAGEMENT**

### **6.1 Management, Duties, and Restrictions.**

(a) General Management. The management and control of the operations of the Company and the maintenance, development, sale and leasing of the property of the Company shall rest with the Members.

(b) Powers of Members. Subject to such limitations as may be imposed pursuant to the terms of this Agreement, the Act or by operation of law, the Members are and shall be authorized and empowered to carry out and implement the purposes of the Company. In that connection, the powers of the Members shall include, but not be limited to, the following:

(1) to engage personnel, attorneys, accountants, or such other persons as may be deemed necessary or advisable;

(2) to authorize or approve all actions with respect to distributions by the Company, dispositions of the assets of the Company or its nominee, execution of leases, mortgage contracts, bonds, promissory notes, loan agreements and other instruments on behalf of the Company or its nominee, and to execute any agreements, instruments or documents relating to or affecting such matters;

(3) to acquire, mortgage, improve and convey real property and interests therein, including, but not limited to, easements and rights-of-way, and to execute any agreements, instruments or documents relating to or affecting such matters;

(4) to open, maintain, and close bank accounts and to draw checks and other orders for the payment of money; and

(5) to take such other actions and to incur such reasonable expenses on behalf of the Company as may be necessary or advisable in connection with the conduct of the affairs of the Company.

(c) Liability of Members. In carrying out their duties, the Members shall not be liable to the Company or to any other Members for any actions taken in good faith and reasonably believed to be in the best interest of the Company or which are taken upon the written advice of legal counsel for the Company.

(d) Reliance on Act of Members. Third parties dealing with the Company shall be entitled to rely conclusively upon the power and authority of each of the Members. Any persons other than a member may and shall be entitled to rely on certificates, instructions, agreements or assignments signed or purporting to be signed by a Member for or on behalf of the Company, and on the statements and agreements set forth therein, without inquiry as to the due authorization thereof or the authority of the person signing or purporting to sign such certificates, instructions, agreements or assignments.

(e) Delegation, Manager. The Members may appoint individuals with such titles as they may elect, including the titles of President, Vice President, Treasurer and Secretary, to act on behalf of the Company with such power and authority as the Members may delegate in writing to any such person, and the Members shall also appoint a manager or Managers to act on behalf of the Members as aforesaid for the purpose of executing instruments which are to be filed with the Massachusetts Secretary of State or a Registry of Deeds in a county in which the Company shall own real estate.

(f) Books and Records. The Company's books and records shall be maintained in accordance with good record keeping practices and federal and state income tax laws and regulations. All books and records of the Company shall be maintained at the principal office of the Company, and each of the Members shall have access thereto to review the same at any time upon reasonable notice and during normal business hours.

(g) Reimbursement of Members. The Members shall be reimbursed by the Company for all reasonable costs and expenses (including attorney and accountant fees) incurred or paid by them for or on behalf of the Company.

## ARTICLE VII - VOTING, MEMBER CONSENTS AND MEETINGS

7.1 Voting. Each Member shall be entitled to vote in proportion to his or her Percentage Interest in the Company from time to time. Such vote may be exercised by written or oral notification, including telephonic, by a Member to the other Members.

7.2 Member Consents. The amendment of this Agreement, admission of a new Member, and transfer of Company interest, shall require the vote and unanimous approval of all the Members. All other actions taken by the Company shall require the vote and approval of Members owning fifty-one percent (51%) or more of the Percentage Interests at the time of such vote.

7.3 Meetings of the Members. The Members may, but shall not be required to, meet from time to time to consider the affairs of the Company and to take any action permitted to be taken by the Members by law or under this Agreement. Meetings of the Members may be called at any time by any Member. Notice of any meeting shall be given to all Members not less than fourteen (14) days nor more than thirty (30) days prior to the date of such meeting. **This notice period may be waived by the written consent of all members.** Attendance at meetings may be via telephone conference. Each Member may authorize any person to act for it by proxy on all matters on which a Member is entitled to participate, including waiving notice of any meeting, or voting or participating at the meeting. Every proxy must be signed by the Member or his or her attorney-in-fact. A quorum for each meeting shall be one more than one-half the number of all Members.

## ARTICLE VIII - ALLOCATIONS AND DISTRIBUTIONS

8.1 Allocation of Profits and Losses. The net profits, net losses, net cash flow and net proceeds of any sale of any property of the Company or upon liquidation of the Company shall be allocated among the Members according to the Percentage Interests of each Member. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for reporting on the Company's federal income tax return. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Code and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

8.2 Distribution to Members. The Members shall receive, in proportion to their respective Percentage Interests in the Company, as much of the Company's Net Cash From Operations as the Members may from time to time determine. For the purposes hereof, the term "Net Cash From Operations" shall mean the gross cash proceeds from Company operations less the portion thereof used to pay or establish reserves for Company expenses, debt payments, capital improvements, replacements, guaranteed payments and contingencies, all as determined by the Members. "Net Cash From Operations" shall not be reduced by depreciation, amortization, cost recovery deductions, or similar non-cash allowances, but shall be increased by any reductions of reserves previously established.

## **ARTICLE IX - DISSOLUTION AND TERMINATION OF COMPANY**

9.1 Events of Dissolution. The Company shall be dissolved and its affairs shall be wound up upon the occurrence of any of the following events:

- (a) the sale or disposition of all or substantially all of the assets of the Company;
- (b) the written consent of the Members owning eighty percent (80%) or more of the Percentage Interests in the Company; or
- (c) the entry of a decree of judicial dissolution in accordance with the provisions of the Act.

9.2 Winding Up. Upon the dissolution of the Company, a Member selected by the remaining Members (in either case, the "Liquidating Members"), shall proceed with the winding up of the Company and apply and distribute the Company's assets as provided in this Section 9.2. The assets shall first be applied to the payment of the liabilities of the Company (other than any loans that may have been made by the Members to the Company) and to the expenses of liquidation. A reasonable time shall be allowed for the orderly liquidation of the Company and for the discharge of liabilities to creditors, so as to enable the Liquidating Member to minimize the normal losses attendant to a liquidation. The remaining assets shall next be applied to the repayment of any loans made by the Members to the Company. All assets then remaining shall be distributed to the Members in accordance with their respective Capital Accounts after giving effect to all contributions, distributions and allocations for all periods. Notwithstanding any of the foregoing, the Liquidating Member may retain a sum deemed necessary by him or her as a reserve for any contingent liabilities, expenses and obligations of the Company. Upon the final distribution of assets to the Members, each of the Members shall be furnished with a statement which sets forth the assets and liabilities of the Company as of the date of the complete liquidation.

## **ARTICLE X - LIABILITY AND INDEMNIFICATION**

10.1 Liability. Except as otherwise provided in the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort, or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member.

10.2 Indemnification. The Company shall indemnify and hold harmless the Members and their respective employees and authorized agents from and against any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Member, employee or authorized agent in good faith on behalf of the Company and reasonably believed to be within the scope of authority conferred by this Agreement, except that no Member, employee or authorized agent shall be entitled to be indemnified or held harmless from or against any loss, damage or claim incurred by reason of such member's, employee's or authorized agent's gross

negligence or willful misconduct; provided, however, that any indemnity under this Section 10.2 shall be provided out of and to the extent of Company assets only, and no Member shall have any personal liability on account there.

## ARTICLE XI - MISCELLANEOUS

11.1 Governing Law. The Company and this Agreement shall be governed by, and construed in accordance with, the laws of the Commonwealth of Massachusetts.

11.2 Agreement Binding. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective next-of-kin, legatees, administrators, executors, legal representatives, successors, and assigns.

11.3 Notices. Notices to the Members or to the Company to be furnished hereunder shall be deemed to have been given when mailed, by prepaid registered or certified mail, or when deposited with an express courier service, addressed to the address set forth on Schedule A or as set forth in any notice of changes of address previously given in writing by the addressee to the addressor.

IN WITNESS whereof, the Member acknowledges that they have executed this Operating Agreement on the date written below:

4-29-2022

Date



Edwin Dobson



## **Schedule A:**

Arrow Cultivate, LLC

### **A. Members**

1. Edwin Dobson  
237 Bow Wow Road.  
Sheffield, MA 01257.

### **B. Percentage Interest**

1. Edwin Dobson
  - a. Interest: 100% of all Member Units

### **C. Capital Contributions**

1. Members: Edwin Dobson
  - a. \$100.00

## **Arrow Cultivate, LLC Business Plan**

Arrow Cultivate, LLC (Arrow Cultivate)'s business plan is designed to provide Massachusetts Adult-Use Cannabis market consumers with premium, safe, outdoor cannabis flower and derived products that are distinctive in quality and therapeutic effect. The primary product Arrow Cultivate will provide is sun-grown cannabis flower. The goal of carbon-neutrality and adhering to the principles of regenerative systems within nature and society will all guide business and cultivation practices and decision-making.

### **Methods of Production**

Arrow Cultivate will continue to build upon French Biointensive Gardening methods of cultivation and apply them to cannabis. Practices will implement regenerative principles for preserving and cultivating soil and ecosystem health. The goal of carbon-neutrality and -sequestration will guide business and cultivation decision-making. All soil inputs will be regionally sourced, and align with organic principals and regulations.

Initial operations will be low-waste, with a goal of achieving zero-waste production on a 3-year cycle; every 3rd year being a year in which degrading cultivation materials are disposed of as waste, and new supplies replenished. This approach will prioritize natural materials over plastic, using natural mulches and structural trellising materials.

Cultivation will adhere with the rules and requirements set forth by all applicable state and local laws, regulations, and ordinances.

### **Finished Product Types**

Arrow Cultivate will produce outdoor, sun-grown cannabis flower for the wholesale, business-to-business market in Massachusetts' adult-use cannabis supply chain. Bulk flower, trim, biomass, and kief may all be produced for available or future outlets.

### **Brand**

Arrow Cultivate will create a brand of jarred, sun-grown flower for retail shelves by the 3rd year of operations to provide consumers with cannabis flower that is regionally produced, with carbon-neutral, and ultimately carbon-negative impacts to the environment.

## Plan for Obtaining Liability Insurance

- I. Purpose
  - a. The purpose of this plan is to outline how Arrow Cultivate will maintain the required General Liability and Product Liability insurance coverage as required pursuant to 935 CMR 500.105(10), or otherwise comply with this requirement.
- II. Plan
  - a. Arrow Cultivate will maintain an insurance policy that satisfies the requirement under 935 CMR 500.105(10).
    - i. Arrow Cultivate will maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually.
    - ii. The deductible for each policy is not higher than \$5,000 per occurrence.
  - b. Arrow Cultivate will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission up request.
  - c. Arrow Cultivate is currently reviewing plans offered by cannabis compliant insurance underwriters. A plan that meets all of these requirements will be engage prior to final licensure.

# Policy for Restricting Access to Age 21 and Older

## Cultivation and Manufacturing

Arrow Cultivate's operations will be compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. Arrow Cultivate's management and security teams are responsible for ensuring that all persons who enter the facility or are otherwise associated with the operations of the facility are over the age of 21.

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that access to our facility is restricted to only persons who are 21 years of age or older.

### Definitions:

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**Law Enforcement Authorities** means local law enforcement unless otherwise indicated.

**Marijuana Establishment Agent** means a board member, director, employee, executive, manager, or volunteer of a Marijuana Establishment, who is **21 years of age or older**. Employee includes a consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

**Visitor** means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, on the premises of an establishment for a purpose related to its operations and consistent with the objectives of St. 2016, c. 334, as amended by St. 2017, c. 55 and 935 CMR 500.000, provided, however, that **no such individual shall be younger than 21 years old**.

For the purposes of this Policy the term "facility" also refers to any vehicle owned, leased, rented or otherwise used by Arrow Cultivate for the transportation of Marijuana. Our cultivation facility allows only the following individuals access to our facility:

1. Arrow Cultivate Agents (including board members, directors, employees, executives, managers, or volunteers) must have a valid Agent Registration Card issued by the Commission and all of Arrow Cultivate Agents will be verified to be 21 years of age or older prior to being issued a Marijuana Establishment Agent card.
2. All Arrow Cultivate visitors (including outside vendors and contractors) prior to being allowed access to the facility or any Limited Access Area must produce a Government issued Identification Card to a member of the management team and have their age verified to be 21 years of age or older. If there is any question as to the visitors age, or if the visitor cannot produce a Government Issued Identification Card, they will not be granted access. After the age of the visitor has been

verified, they will be given a Visitor Identification Badge. Visitors will always be escorted by a marijuana establishment agent that is authorized to enter the limited access area. Visitors will be logged in and out of the facility and must return the Visitor Identification Badge upon exiting the facility. The visitor log will always be available for inspection by the Commission.

3. Arrow Cultivate will ensure that the following individuals listed below will be granted immediate access to the Marijuana Establishment or Marijuana Establishment transportation vehicle:
  - a. Agents of the Commission;
  - b. Commission Delegees;
  - c. State and Local Law enforcement Authorities acting within their lawful jurisdictions;
  - d. Police and Fire departments, and emergency medical services acting in the course of their official capacity.

# Quality Control and Testing Policy and procedure

ARROW CULTIVATE is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB") or any other regulatory agency. This policy has been created to provide clear and concise instructions for all our employees to maintain Quality Control and Testing procedures that are in compliance with the Regulations.

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## **Definitions:**

**Cultivation Batch** means a collection of cannabis or marijuana plants from the same seed or plant stock that are cultivated and harvested together, and receive an identical propagation and cultivation treatment including, but not limited to: growing media, ambient conditions, watering and light regimes and agricultural inputs. Clones that come from the same plant are one batch. The marijuana licensee shall assign and record a unique, sequential alphanumeric identifier to each cultivation batch for the purposes of production tracking, product labeling and product recalls.

**Independent Testing Laboratory** means a laboratory that is licensed by the Commission and is:

- (a) Accredited to the International Organization for Standardization 17025 (ISO/IEC 17025: 2017) by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Accrediting Cooperation mutual recognition arrangement or that is otherwise approved by the Commission;
- (b) Independent financially from any Medical Marijuana Treatment Center (MTC), Marijuana Establishment or licensee for which it conducts a test; and
- (c) Qualified to test cannabis or marijuana in compliance with 935 CMR 500.160 and M.G.L. c. 94C, § 34.

**Marijuana** means all parts of any plant of the genus Cannabis, not excepted in (a) through (c) and whether growing or not; the seeds thereof; and resin extracted from any part of the plant; clones of the plant; and every compound, manufacture, salt, derivative, mixture or preparation of the plant, its seeds or resin including tetrahydrocannabinol as defined in M.G.L. c. 94G, § 1; provided that cannabis shall not include:

- (a) the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture or preparation of the mature stalks, fiber, oil, or cake made from the seeds of the plant or the sterilized seed of the plant that is incapable of germination;
- (b) hemp; or
- (c) the weight of any other ingredient combined with cannabis or marijuana to prepare topical or oral administrations, food, drink or other products.

**Process or Processing** means to harvest, dry, cure, trim and separate parts of the cannabis or marijuana plant by manual or mechanical means, except it shall not include manufacture as defined in 935 CMR 500.002.

**Production Batch** means a batch of finished plant material, made at the same time, using the same methods, equipment and ingredients. The licensee shall assign and record a unique, sequential alphanumeric identifier to each production batch for the purposes of production tracking, product labeling and product recalls. All production batches shall be traceable to one or more cannabis or marijuana cultivation batches.

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ARROW CULTIVATE is committed to cultivating healthy, high quality, and disease-free marijuana. Contaminants such as mold, fungus, bacterial diseases, rot, pests, pesticides not in compliance with 500.120(5) for use on marijuana and mildew are the biggest threat to a marijuana cultivation facility and its products. ARROW CULTIVATE is committed to utilizing Best Management Practices (“BMP”) for the prevention and treatment of possible contaminants using the safest and least invasive means.

ARROW CULTIVATE will also implement an industry standard Integrated Pest Management (“IPM”) program focusing on preventing pest problems. Preventing pest problems in our cultivation facility will entail minimizing pest access to the facility and the food and shelter available to it. Consequently, IPM relies heavily on the cooperation and participation of all employees. Also, quality control and the testing of marijuana products are essential for the operation of ARROW CULTIVATE’s cultivation facility. ARROW CULTIVATE will utilize best industry practices when it comes to quality control and product testing.

Quality Control will be maintained through the strict adherence to Good Manufacturing Practices and compliance with 935 CMR 500.000 et. seq, 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*, the sanitation requirement in 105 CMR 500.000: *Good Manufacturing Practices for Food*, and with the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine*.

All products that ARROW CULTIVATE will sell or transfer to other Marijuana Establishment will be tested in accordance with the regulations and this policy. ARROW CULTIVATE will not sell or otherwise market marijuana for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Any testing results indicating noncompliance with M.G.L. c.132B and the regulations at 333 CMR 2.00 through 333 CMR 14.00 will be immediately reported to the Commission, who may refer any such result to the Massachusetts Department of Agricultural Resources.

ARROW CULTIVATE will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). ARROW CULTIVATE will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The facility is an outdoor grow, but any indoor building envelope for our facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780

CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.

2. We will establish documented safety protocols to protect workers and consumers (e.g., eye protection near operating grow light).
3. ARROW CULTIVATE understands and acknowledges that the Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55, § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

### **Quality Control – Sanitation Standard Operating Procedure (SOP)**

#### **Facility**

ARROW CULTIVATE's cultivation facility ("the facility") will be designed and constructed with safe food handling and sanitation in mind. All equipment in the facility will comply with the design and construction standards of appropriate nationally recognized standards and/or code requirements and bear the certification mark of an ANSI accredited organization (e.g. NSF, UL, ETL).

Only the leaves and flowers of the female marijuana plant will be processed in a safe and sanitary manner as prescribed below:

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.

The facility sanitation requirements are outlined below:

1. All product contact surfaces are smooth, durable and easily cleanable. The walls, ceiling and floors of all cultivation, processing and storage areas are constructed of materials that are smooth, durable and can be adequately kept clean and in good repair. There must be coving at base junctures that is compatible with both wall and floor coverings. The coving should provide at least 1/4-inch radius and 4" in height.
2. The facility will provide sufficient space for the placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations and the production of safe marijuana products.
3. Floor drains and floors are effectively sloped and designed prevent pooling water. Drains have proper grating to prevent blockage and stopping of drains.



4. Overhead fixtures, ducts and pipes are designed as to prevent drips or condensate from potential contamination of marijuana products or marijuana products-packaging materials. Piping and conduit is at least 25 mm (2.5 cm) from the walls and ceilings.
5. Aisles or working spaces are provided between equipment and walls and are adequately unobstructed and of adequate width to permit employees to perform their duties and to protect against contaminating infused or marijuana products or infused or marijuana products- contact surfaces with clothing or personal contact.
6. Lighting and light fittings are shatter-proof or safety-type light bulbs, fixtures, or other glass is used where lighting is suspended over cultivation, processing or storage areas or otherwise protect against marijuana product contamination in case of glass breakage. Suspended lighting is constructed from non- corrodible and cleanable assemblies. Adequate lighting will be installed in hand-washing areas, dressing and locker rooms, and toilet rooms and in all areas where infused or marijuana products are examined, processed, or stored and where equipment or utensils are cleaned. All light bulbs used in the production, processing and storage areas are shatterproof and/or protected with plastic covers. ARROW CULTIVATE will ensure adequate safety lighting in all production, processing and storage areas, as well as areas where equipment or utensils are cleaned.
7. Buildings, fixtures, and other physical facilities are constructed in such a manner that allow them to be maintained in a sanitary condition.
8. Adequate ventilation or control equipment are installed to minimize odors and vapors (including steam and noxious fumes) in areas where they may contaminate marijuana products. Fans and other air-blowing equipment shall be operated in a manner that minimizes the potential for contaminating infused or marijuana products, infused or marijuana products-packaging materials, and infused or marijuana products-contact surfaces.
9. Handwashing facilities are adequate and convenient and shall be furnished with running water at a suitable temperature. Handwashing will be located in all production and processing areas and where good sanitary practices require employees to wash and sanitize their hands. ARROW CULTIVATE will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.
10. The facility water supply comes from the City of Pittsfield municipal water supply and is sufficient for necessary operations. The facilities plumbing will be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There are no cross-connections between the potable and wastewater lines. The facility will provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.
11. All storage areas are constructed in a manner that will protect its contents against physical, chemical, and microbial contamination as well as against deterioration of marijuana products or their containers.

### **Contamination Control**

1. All entrance and exit doors to the indoor facility are self-closing and rodent proof. Air curtains will prevent insects and microbial contaminants from entering the building when doors are in use. Insect screening, HEPA, and carbon filters will prevent pest and microbial contaminants from entering through vents and exhaust from the outside. Foot baths and sticky mats are strategically placed thru out the facility to collect pest and contaminants from foot ware.
2. Training: All employees are trained on pest prevention, pest management, pest detection, and pest treatments.
3. Traps for monitoring: Small sticky traps for monitoring of flying or airborne pest shall be posted, mapped and levels of any pest monitored/documented.
4. Handling and storage of marijuana product or marijuana plant waste: All marijuana plant waste will be placed in the "Marijuana Waste" container located in each cultivation and processing area. This container must be impervious and covered at all times. At the end of every day, the "Marijuana Waste" container must be emptied, and the contents transferred to the Marijuana Waste Room. All plant waste will be stored in the waste room in sealed containers until disposal.
5. All non-marijuana waste will be placed into the appropriate impervious covered waste receptacles; Recyclable, Organic and Solid Waste. At the end of every day these containers are emptied, and the contents removed from the building and placed in the appropriate containers to await pickup.
6. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests
7. All toxic materials including cleaning compounds, pesticides, sanitizers, etc. are held and stored in an area away from production, processing and storage areas to protect against contamination of marijuana.

## **Sanitation**

All marijuana products are prepared, handled, and stored in compliance with;

- The sanitation requirements in 105 CMR 500.000: *Good Manufacturing Practices for Food*;
  - The sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments*; and
  - The requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*
1. Storage- Separate storage rooms are utilized for finished marijuana products.
  2. Hand Washing- The facility will have a separate handwashing sink; hand drying device, or disposable towels; supply of hand cleaning agent; and waste receptacle for each processing, production, utensil washing area, and toilet room.
    - a. Sinks used for product preparation or for washing equipment or utensils shall not be used for handwashing.

- b. Each handwashing sink will be provided with hot and cold water tempered by means of a mixing valve or a combination faucet to provide water at a temperature of at least 110 degrees Fahrenheit.
  - c. Handwashing sinks are of sufficient number and conveniently located for use by all employees in the production, processing and utensil washing areas. Handwashing sinks are easily accessible and may not be used for purposes other than handwashing.
- 3. Toilet Room- A toilet room shall be available for use by all workers. Ventilation will be provided by mechanical means. A soap dispenser and disposable towels shall be provided for hand washing in toilet rooms.
- 4. Manual Cleaning and Sanitizing- For manual cleaning and sanitizing of equipment and utensils, a stainless steel three-compartment sink will be used.
  - a. The sink compartments shall be large enough to hold the largest pot, pan or piece of equipment.
  - b. Each compartment will be supplied with adequate hot and cold potable running water.
  - c. Integral drainboards of adequate size shall be provided on both sides of the sink for cleaned and soiled utensils.
  - d. A floor drain will be located in the immediate vicinity of the sink in areas where wet pots, utensils and equipment are air-drying.
  - e. Stainless Steel racks, shelves or dish tables are to be provided adjacent to the warewash sink.
  - f. An approved chemical test kit for determining sanitizer strength will be available and used.
  - g. Manual Warewashing Procedure
    - i. Rinse, scrape, or soak all items before washing.
    - ii. Record the date, sanitizer water temperature or test strip results, and initial record on Manual Warewashing Monitoring Form.
    - iii. Wash items in the first sink in a detergent solution. Water temperature should be at least 110°F. Use a brush, cloth, or scrubber to loosen remaining soil. Replace detergent solution when suds are gone or water is dirty.
    - iv. Immerse or spray-rinse items in second sink. Water temperature should be at least 110°F. Remove all traces of food and detergent. If using immersion method, replace water when it becomes cloudy, dirty, or sudsy.
    - v. Immerse items in third sink filled with hot water or a chemical-sanitizing solution.
      - 1. If hot water immersion is used, the water temperature must be at least 180°F. Items must be immersed for 30 seconds. Proper personal protective equipment should be worn.

2. If chemical sanitizing is used, the sanitizer must be mixed at the proper concentration. (Check at regular intervals with a test kit.) Water must be correct temperature for the sanitizer used.
  - a. The strength of the sanitizer must be measured in accordance with manufacturer's instructions.
- vi. To avoid recontamination of clean and sanitary items:
  1. Air dry all items on a drainboard.
  2. Wash hands prior to returning to storage.

### **Warewashing Sink Setup**

<b>WASH</b>	<b>RINSE</b>	<b>SANITIZE</b>
110°F	110°F	180°F or
Soapy Water	Clear Water	Chemical Sanitizer

<b>Chemical Solution</b>	<b>Concentration Level</b>	<b>Minimum Temperature</b>	<b>Minimum Immersion Time</b>
Chlorine Solution	25mg/l minimum	120°F	10 seconds
	50mg/l minimum	100°F	10 seconds
	100mg/l minimum	55°F	10 seconds
Iodine Solution	12.5-25.0mg/l	75°F	30 seconds
Quaternary Ammonium Solution	200 ppm maximum	75°F	30 seconds

- h. Equipment Cleaning and Sanitizing Procedure
  - i. Disassemble removable parts from equipment.
  - ii. Use the three-sink method to wash, rinse, and sanitize all parts. Verify sanitizer concentration for each meal period and as necessary per policy.
    1. Quaternary ammonia –200 ppm and immerse for 30 seconds
    2. Iodine –12.5-25.0 ppm and immerse for 30 seconds
    3. Chlorine –50-99ppm and immerse for 7 seconds
  - iii. Wash, rinse, and sanitize all food contact surfaces of the equipment that are stationary.
  - iv. Allow all parts of the equipment to air dry.

- v. After being rinsed and sanitized, equipment and utensils should not be rinsed before air-drying, unless the rinse is applied directly from a ware washing Machine or the sanitizing solution calls for rinsing off the sanitizer after it has been applied in a commercial ware washing Machine.
- vi. Re-assemble the equipment.
- i. Product Preparation Surfaces- These surfaces are 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.
  - i. Prescrape surface to remove gross soils.
  - ii. Wash surface with recommended strength solution of pot & pan detergent.
  - iii. Rinse with water and wipe dry.
  - iv. Using trigger sprayer bottle and a different wiping cloth, apply sanitizing solution of sanitizer.
    - 1. Per label directions, use appropriate test papers to determine correct concentration of the sanitizer solution. Surfaces must remain wet for 60 seconds and allow to air dry.

## **Personnel**

1. Any employee or contractor who, by medical examination or supervisory observation, is shown to have, or appears to have, any disease transmissible through food, an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination by which there is a reasonable possibility of marijuana products, production or processing surfaces, or packaging materials becoming contaminated, shall be excluded from any operations which may be expected to result in such contamination until the condition is corrected. Personnel shall be instructed to report such health conditions to their supervisors.
  - a. Any manager, when he or she knows or has reason to believe that an employee has contracted any disease transmissible through food or has become a carrier of such disease, or any disease listed in 105 CMR 300.200(A) will report the same immediately by email to the Board of Health.
  - b. ARROW CULTIVATE will voluntarily comply with any and all isolation and/or quarantine orders issued by the Board of Health, the Department of Public Health of the Commission.
  - c. ARROW CULTIVATE Agents must report any flu-like symptoms, diarrhea, and/or vomiting to their supervisor. Employees with these symptoms will be sent home with the exception of symptoms from a noninfectious condition.
    - i. Agents may be re-assigned to activities so that there is no risk of transmitting a disease through food/product.
2. ARROW CULTIVATE Agents shall conform to sanitary practices while on duty, including:
  - a. Maintain adequate personal cleanliness:

### **Grooming:**

- i. Arrive at work clean – clean hair, teeth brushed, bathed and used deodorant daily.
- ii. Maintain short, clean, and polish-free fingernails. No artificial nails are permitted in the food/product production or processing area.
  - a. Fingernails should be trimmed, filed, and maintained so edges and surfaces are cleanable and not rough.
- iii. Wash hands (including under fingernails) and up to forearms vigorously and thoroughly with soap and warm water for a period of 20 seconds:
  - When entering the facility before work begins.
  - Immediately before preparing or processing products or handling equipment.
  - As often as necessary during cultivation or product preparation when contamination occurs.
  - In the restroom after toilet use and when you return to your work station.
  - When switching between working areas.
  - After touching face, nose, hair, or any other body part, and after sneezing or coughing.
  - After cleaning duties.
  - Between each task performed and before wearing disposable gloves.
  - After eating or drinking.
  - Any other time an unsanitary task has been performed – i.e. taking out garbage, handling cleaning chemicals, picking up a dropped item, etc.
  - a. Wash hands only in hand sinks designated for that purpose.
  - b. Dry hands with single use towels. Turn off faucets using a paper towel, in order to prevent recontamination of clean hands.

Proper Attire:

- i. Wear appropriate clothing – clean uniform with sleeves and clean non-skid close-toed work shoes (or leather tennis shoes) that are comfortable for standing and working on floors that can be slippery.
- ii. Wear apron or lab coat on site, as appropriate.
  - Do not wear apron or lab coat to and from work.
  - Take off apron or lab coat before using the restroom.
  - Remove apron or lab coat when leaving the production or processing area.

- Change apron or lab coat if it becomes soiled or stained.
- iii. Wear disposable gloves with any cuts, sores, rashes, or lesions.
- iv. Wear gloves when handling products or product ingredients that will not be heated-treated.
- v. Wear gloves when packaging products.
- vi. Change disposable gloves as often as handwashing is required. Wash hands before donning and after discarding gloves.

Hair Restraints and Jewelry:

- i. Wear a hair net or bonnet in any food/product production or processing area so that all hair is completely covered.
- ii. Keep beards and mustaches neat and trimmed. Beard restraints are required in any food/product production or processing area.
- iii. Refrain from wearing jewelry in the food/product production and processing area.
  - Only a plain wedding band.
  - No necklaces, bracelets, or dangling jewelry are permitted.
  - No earrings or piercings that can be removed are permitted.

Cuts, Abrasions, and Burns:

- i. Bandage any cut, abrasion, or burn that has broken the skin.
- ii. Cover bandages on hands with gloves and finger cots and change as appropriate.
- iii. Inform supervisor of all wounds.

Smoking, eating, and gum chewing:

- i. ARROW CULTIVATE facility is a smoke free facility. No smoking or chewing tobacco shall occur on the premises.
- ii. Eat and drink in designated areas only. A closed beverage container may be used in the production area if the container is handled to prevent contamination of 1) the employee's hands, 2) the container, and 3) exposed product, clean equipment and utensils.
- iii. Refrain from chewing gum or eating candy during work in a food/product production or processing area.

**HACCP- Hazard Analysis and Critical Control Point**

ARROW CULTIVATE will implement a HACCP plan in accordance with *the HACCP Principles & Application Guidelines* issued by the FDA. This HACCP plan will address the processing, production and packaging of all marijuana products that ARROW CULTIVATE will manufacture. Once operational ARROW CULTIVATE will:

1. Assemble the HACCP team.
2. Describe the product and its distribution.
3. Describe the intended use and consumers of the product.
4. Develop a flow diagram which describes each process.
5. Verify the flow diagram.
6. Conduct a hazard analysis for each product (Principle 1).
7. Determine critical control points (CCPs) for each product (Principle 2).
8. Establish critical limits (Principle 3).
9. Establish monitoring procedures (Principle 4).
10. Establish corrective actions (Principle 5).
11. Establish verification procedures (Principle 6).
12. Establish record-keeping and documentation procedures (Principle 7).

## **Training**

ARROW CULTIVATE will provide training and training opportunities to all of its employees. In addition to required training, ARROW CULTIVATE will encourage advanced training to all employees in the areas of Plant Safety, Safe Cultivation Processes, Good Manufacturing Practices and HACCP.

1. All employees will be trained on basic plant safety prior to or during the first day of employment.
  - a. Include basic product safety training as part of new employee orientation.
  - b. The sanitation requirements in 105 CMR 500.000: Good Manufacturing Practices for Food;
  - c. The sanitation requirements in 105 CMR 590.000: Minimum Sanitation Standards for Food Establishments; and
  - d. The requirements for food handlers specified in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.
2. All employees engaging in the trimming or packaging will be trained and certified in;
  - a. A nationally accredited Food Handler Program (i.e. ServSafe)
3. Provide staff with at least bi-annual training on plant safety, Good Manufacturing Practices and HACCP.
4. Monthly in-service training.
5. Require all managers to be Certified Food Protection Managers (CFPM) by completing a SERVSAFE or similar nationally accredited food safety certification course.
6. Use outside resources, such as Extension specialists, vendors, health department inspectors, or qualified trainers to provide plant safety and HACCP training.



7. Observe staff to ensure they demonstrate plant safety knowledge each day in the workplace.
8. Document the content of all training sessions and attendance.
9. File documentation in HACCP records.

### **Testing of Marijuana**

No 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. Testing of marijuana shall be performed by an Independent Testing Laboratory in compliance with the protocol(s) established in accordance with M.G.L. c. 94G, § 15 and in a form and manner determined by the Commission, including but not limited to, the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*. Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries* published by the Commission.

Testing of environmental media (e.g., soils, solid growing media, and water) shall be performed in compliance with the “*Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Dispensaries*” published by the Commission.

ARROW CULTIVATE will contract with a Licensed Independent Testing Laboratory to test all marijuana batches prior to packaging to ensure contaminant-free purity and correct dosage and potency. We have begun discussions with several Marijuana Testing laboratories which are Accredited to International Organization for Standardization (ISO) 17025 by a third-party accrediting body that is a signatory to the International Laboratory Accreditation Cooperation (ILAC) Mutual Recognition Arrangement. Any Laboratory that ARROW CULTIVATE contracts with will be Licensed by the Commission prior to ARROW CULTIVATE contracting them for testing services.

1. This testing lab will pick up and transport our testing samples to and from their lab. This transportation will comply with ARROW CULTIVATE policies and procedures and 935 CMR 500.105(13) if applicable.
2. ARROW CULTIVATE will ensure that the storage of all marijuana products at the laboratory complies with 935 CMR 500.105(11).
3. Any and all excess ARROW CULTIVATE marijuana product samples used in testing will be disposed of in compliance with 935 CMR 500.105(12), either by the Independent Testing Laboratory returning excess marijuana to ARROW CULTIVATE facility for disposal or by the Independent Testing Laboratory disposing of it directly.

ARROW CULTIVATE will not sell or otherwise market for adult use any Marijuana that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

Pursuant to 935 CMR 500.130(4) ARROW CULTIVATE will provide documentation of our compliance, or lack thereof, with the testing requirements, and standards established by the Commission for the conditions, including time and temperature controls, necessary to protect Marijuana against physical, chemical, and microbial contamination as well as against deterioration of finished products during storage and transportation to all marijuana establishments that we sell or otherwise transfer marijuana to.

Required testing includes:

1. Cannabinoid Profile
2. Contaminants as specified by the Commission including, but not limited to:
  - a. Mold
  - b. Mildew
  - c. Heavy metals
  - d. Plant-Growth Regulators and
  - e. Pesticides

ARROW CULTIVATE will maintain the results of all testing for no less than one year. All testing results shall be valid for one year.

All testing will be conducted in accordance with the frequency required by the Commission.

### **Policy for Responding to Laboratory Results that Indicate Contaminant Levels are Above Acceptable Limits**

If a laboratory test result indicates that a ARROW CULTIVATE marijuana product sample has contaminant levels above the acceptable limits established in the Commission protocols identified in 935 CMR 500.160(1) – ARROW CULTIVATE will:

1. Immediately segregate the cultivation or production batch and evaluate next steps.
  - a. Using the flow chart below (*Actions in Response to Laboratory Analytical Results*), the Cultivation Manager and CEO will determine whether to:
    - i. Retest the Cultivation/Production Batch
    - ii. Remediate the Cultivation/Production Batch, if applicable and allowed
    - iii. Dispose of Cultivation/Production Batch
2. If the test result indicates has a contaminant level for Pesticides that is above the acceptable limits the Production Batch will be immediately disposed of.
3. If it is determined that the Production Batch cannot be remediated, it will be disposed of.
  - a. ARROW CULTIVATE Cultivation Manager or CEO will:
    - i. Notify the Commission within 72 hours of the laboratory testing results indicating that the contamination cannot be remediated and is being disposed of;
    - ii. Notify the Commission of any information regarding contamination as specified by the Commission or immediately upon request by the Commission
    - iii. This notification to the Commission will describe the proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination.

4. In the case of any test result that indicates that a ARROW CULTIVATE marijuana product sample has contaminant levels above the acceptable limits, the Cultivation Manager and CEO will conduct an assessment of the source of the contamination.
  - a. This extensive assessment will include investigating all possible sources of contamination including water, media, nutrients, environmental conditions and employee factors.
  - b. The assessment should include a corrective action plan and be shared as a training tool with all ARROW CULTIVATE Agents.
5. Marijuana submitted for retesting prior to remediation will be submitted to an Independent Testing Laboratory other than the laboratory which provided the initial failed result. Marijuana submitted for retesting after documented remediation may be submitted to the same Independent Testing Laboratory that produced the initial failed testing result prior to remediation.

#### **Miscellaneous Marijuana Testing Requirements**

1. Clones are subject to these testing provisions but are exempt from testing for metals.
2. All transportation of Marijuana to and from Independent Testing Laboratories providing Marijuana testing services will comply with 935 CMR 500.105(13).
3. All storage of Marijuana at a laboratory providing Marijuana testing services shall comply with 935 CMR 500.105(11).
4. All excess Marijuana must be disposed of in compliance with 935 CMR 500.105(12) by the Independent Testing Laboratory disposing of it directly.
5. ARROW CULTIVATE will not sell or otherwise market Marijuana for adult use that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

#### **Environmental Media Testing**

1. All source soils and solids shall be sampled and analyzed prior to use in cultivation.
2. All source soils and solids shall be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer).
3. All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid environmental media/soil.
4. Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless;
  - a. The stockpile has been contaminated or altered while stored.
5. Situations for re-analysis may include but are not limited to soils that have been;
  - a. Amended;
  - b. Mixed with other source soils/solids;
  - c. Subject to pesticide application;

- d. Used for other purposes; or
- e. Inundated by flood waters.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker and Sample Container (provided by CDX Labs)

### **Sampling of Environmental Media for Testing**

This procedure applies to all environmental media that is required to be tested in accordance with the Regulations.

Water will be sampled and analyzed prior to use for cultivation of marijuana and quarterly thereafter.

Quality assurance is responsible for all product sampling to meet the compliance criteria. ARROW CULTIVATE has contracted with NE Labs for the purposes of testing all of our environmental media and water. Follow the process outlined in the *"Sampling Instructions for Massachusetts DPH Medical Marijuana Program"* form from NET Labs.

Supplies Needed: Sample Form, Chain of Custody, Pen, Marker, Ziploc bag

1. Label
  - a. Label each Ziploc bag with the sample ID, date and time of sampling, and sampler's initials.
2. Fill out the Chain of Custody
  - a. List the same info on the chain of custody
  - b. One sample ID goes on one line
  - c. Check the appropriate boxes
  - d. Make sure date and time stamp are filled in
3. Sampling
  - a. Fill the Ziploc sample bag with 8 oz. of soil/media
  - b. Tightly seal the sample bag
4. Storing Sample
  - a. Store samples in a cool, dry location until samples are picked up by a NET Lab courier.
5. Quality Assurance will perform routine audits and analysis of report from the testing lab.

### **Sampling of Water for Testing**

This procedure applies to all water that is required to be tested in accordance with the Regulations.

The Quality Assurance Manager is responsible for all water sampling to meet the compliance criteria. ARROW CULTIVATE has contracted with NE Labs for the purposes of testing all of our water. In compliance with the Regulations and the *"Protocol for sampling and analysis of environmental media for*

*Massachusetts Registered Medical Marijuana Dispensaries*” ARROW CULTIVATE will sample and test its water supply prior to use for cultivation of marijuana and quarterly thereafter. Following the process outlined in the “Sampling Instructions for Marijuana Testing” form below from NET Labs.

Samples will be taken at the location closest to cultivation area prior to any water treatment and immediately following any treatment systems.

We will test our water for the following contaminants;

1. Metals;
2. Pesticides; and
3. Bacteriological

### **Collecting Water Samples**

1. Samples should not be collected during any periods of unusual activity such as draining of water lines, immediately after changing treatment cartridges or replenishing of hydroponic nutrient solutions.
2. Prior to Sample Collection. The QA Manager or designee will assemble all equipment and information needed before beginning.
  - a. Items to assemble before sampling include, but are not limited to, the following:
    - i. Sample collection plan or diagram of locations to ensure representative sample collection
    - ii. Logbook or sample collection forms
    - iii. Chain-of-custody forms (COCs) (See below)
    - iv. Disposable gloves
    - v. Clean, decontaminated plastic sheeting or other clean, non-porous surface for sample processing;
    - vi. Sample containers appropriate for the analyses required;
      1. These will be supplied by the lab.
    - vii. Container labels and pen with indelible ink; and
    - viii. Supplies to thoroughly clean, decontaminate and dry sampling equipment between samples;
  - b. Sample collection personnel will create a new entry for each sampling event in the sample collection logbook.
  - c. Sample collection documentation should identify the sample collection date and start time, participating personnel and locations sampled, relevant environmental conditions,

a description of the sampling procedures and equipment decontamination/cleaning used.

- d. Sample collection personnel shall identify or determine the number and location of water samples to be collected
    - i. Sample locations must be recorded in the sample collection logbook. Record the sample location identifier (location ID) for each sample so that it can be utilized to identify the physical location of the sample location within the facility.
    - ii. Location identifiers should be consistent across sampling events to allow tracking of repeated sample locations. The location IDs will be included on sample labels (unless the grab samples are used in a composite sample).
    - iii. In addition to the location ID, create a unique sample ID for each sample. Sample identifiers should be unique for a given sample event. Record the location and sample IDs in the sample collection logbook or forms as well as the volume of the sample, preservation, and associated sample containers.
  - e. Any tools that contact the samples should be made of stainless steel or other inert material to avoid potential contamination of the sample. In addition, all tools that come in contact with the sample media should be rinsed with deionized water between samples to reduce potential cross contamination.
  - f. Preparing sample labels and affixing them to sample containers immediately before sampling.
    - i. Information to include on the label includes at a minimum the location and sample ID and date/time of collection. Additional information that must be recorded in documentation if not on the label includes sample collector's name, environmental media type, collection method, whether the sample is a grab or composite sample, and preservation (if applicable).
3. Sample Collection. Collect the planned samples from each sample location one at a time:
- a. Don gloves to mitigate potential for contamination of samples.
  - b. Spread clean, decontaminated plastic sheeting or other nonporous surface near the sample location and lay out any tools and equipment needed.
  - c. Prepare the sample location by removing faucet aerators if connected. Note the location of any water treatment systems and remove if required to represent pre-treatment location.
  - d. For sample collection of water lines, purge the lines of standing water and note purge time in sample collection documentation. Generally, for frequently used water 15 minutes run time is considered sufficient but actual time for purge depends on pipe volume and frequency of use.

- e. Open the pre-labeled sample containers appropriate for the analyses taking care to not allow errant drips or splashes off other surfaces to enter the caps or containers.
- f. Samples for all analyses may be collected directly into sample containers or into a larger, inert vessel then poured into containers. During sample collection, make sure that the tap or spigot does not contact the sample container.
- g. Record the time each sample was collected and record any difficulties, inconsistencies with the sampling plan, or other remarks (e.g., environmental conditions) that might be relevant to data analysis or quality assurance.
- h. Samples should be refrigerated or maintained on ice until shipped to the analytical laboratory.
- i. Chain-of-custody paperwork should be completed immediately prior to shipment.

#### 4. Sample Handling

- a. After samples are properly collected and labeled, they should be delivered for analysis as soon as possible. This section describes how to handle, securely store, package, and ship the samples to the laboratory.
- b. Sample containers both empty and once containing samples shall be stored in a contaminant-free environment to the degree possible. Sample containers should not be stored for more than one (1) year.
- c. All samples should be collected and stored in containers of the appropriate materials based on the analysis method being performed.
- d. Until the samples are analyzed, they should be preserved to minimize chemical or physical changes according to the analytical method references.

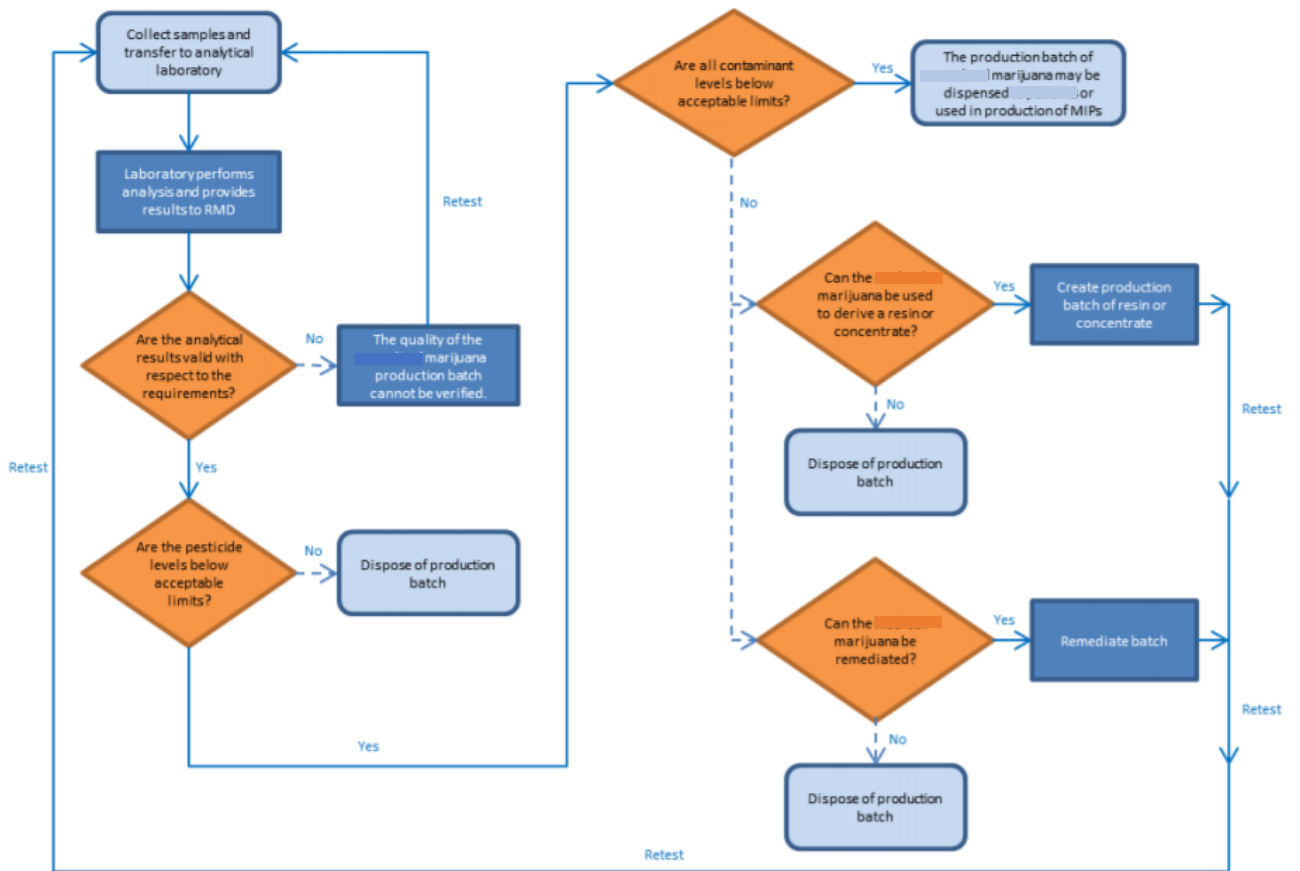
#### 5. Sample Storage

- a. Samples should be refrigerated or maintained on ice ( $4^{\circ}\text{C} \pm 2^{\circ}\text{C}$ ) until they are shipped to the analytical laboratory.
- b. Placing the samples in airtight containers with minimal headspace preserves samples by minimizing moisture loss and chemical exchange between the sample medium and air.
- c. In addition, protect the samples from excessive light exposure to minimize photochemical degradation. Samples can be protected from light by using an amber sample container, storing the samples in a closed box or other amber container, or in a dark storage location.
- d. To be considered valid, all samples must be analyzed prior to expiration of the technical holding time as defined in each analytical method. Note that the holding time for some biological components is very short; 24 to 48 hours from the time of collection.

### Quality Control (QC)

1. Field duplicate samples shall be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected.
2. Field duplicate samples shall be collected and analyzed for each analytical method performed on the samples.
3. Field duplicate samples will not be identified to the laboratory (blind QC).

## Actions in Response to Laboratory Analytical Results





# ARROW CULTIVATE Personnel and Background Check Policy

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## **Intent**

To provide clear and concise instructions for ARROW CULTIVATE employees regarding Personnel Policies that are compliant with the regulations.

ARROW CULTIVATE is committed to being compliant with all regulations outlined in 935 CMR 500.000, et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

## **Purpose**

The purpose of this policy is to outline the responsibilities of the company, the company's management team and agents to ensure specific, methodical, and consistent compliance of the regulations and to ensure that our personnel policies are compliant with all relevant regulations and laws.

## **Personnel Records**

ARROW CULTIVATE will maintain the following information in personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each ARROW CULTIVATE agent. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with ARROW CULTIVATE 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/performance issues; and
  - g. Notice of completed responsible vendor and eight-hour related duty training.
3. A staffing plan that will demonstrate accessible business hours
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

These personnel records will be held electronically and in hard copy. The electronic records will be stored in a secure server with encryption software that protects against unauthorized access to the files. Access to the electronic records will only be allowed to ARROW CULTIVATE management agents who require access as part of their job duties. Hard Copy (written records) will be stored in a secure, locked cabinet in a locked room accessible to only ARROW CULTIVATE Management agents who require access. These records will be made available for inspection by the Commission upon request.

### **ARROW CULTIVATE Agents**

All ARROW CULTIVATE board members, directors, employees, executives, managers and volunteers will register with the Commission as an ARROW CULTIVATE Marijuana Establishment Agent ("ARROW CULTIVATE Agent"). For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Cultivation Establishment directly related to the production, packaging, storage, testing, or dispensing of marijuana.

All ARROW CULTIVATE Agents shall:

1. Be 21 years of age or older;
2. Not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
3. Be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

ARROW CULTIVATE will submit to the Commission an application for every ARROW CULTIVATE Agent, this application will include;

1. The full name, date of birth, and address of the individual;
2. All aliases used previously or currently in use by the individual, including maiden name, if any;
3. A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission;
4. An attestation that the individual will not engage in the diversion of marijuana products;
5. Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth;
  - a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. a description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, or an Other Jurisdiction, relating to any professional or occupational or fraudulent practices;
3. a description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;

- c. A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction;
  - d. a description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or an Other Jurisdiction, with regard to any professional license or registration held by the applicant; and
6. A nonrefundable application fee paid by the Marijuana Establishment with which the marijuana establishment agent will be associated; and
  7. Any other information required by the Commission.

ARROW CULTIVATE's agents will register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04: iCORI Registration and will submit to the Commission a Criminal Offender Record Information (CORI) report and any other background check information required by the Commission for each individual for whom ARROW CULTIVATE seeks a marijuana establishment agent registration which was obtained within 30 days prior to submission.

ARROW CULTIVATE will notify the Commission no more than one business day after any ARROW CULTIVATE agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the establishment.

The Agent registration card is valid for one year from the date of issue, ARROW CULTIVATE will renew each ARROW CULTIVATE Agent Registration Card on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.

After obtaining a registration card for an ARROW CULTIVATE Agent registration card, ARROW CULTIVATE will notify the Commission, in a form and manner determined by the Commission, as soon as possible, but in any event, within five business days of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.

All agents will carry the registration card at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.

### **Background Checks**

ARROW CULTIVATE will comply with all Background Check requirements in the regulations and any other sub-regulatory guidance issued by the Commission.

1. **Application Process-** During the application process ARROW CULTIVATE will complete the Background Check Packet as outlined in 935 CMR 500.101(1)(b) which includes;
  - a. The list of individuals and entities in 935 CMR 500.101(1)(a)1. (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);
  - b. Information for each individual identified in 935 CMR 500.101(1)(a)1., which shall include:
    - i. The individual's full legal name and any aliases;

- ii. The individual's address;
  - iii. The individual's date of birth;
  - iv. A photocopy of the individual's driver's license or other government-issued identification card;
  - v. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requestors to Request CORI, provided by the Commission, signed by the individual and notarized;
  - vi. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission;
2. Relevant Background Check Information. Applicants for licensure will also be required to provide information detailing involvement in any criminal or civil or administrative matters:
- a. a description and the relevant dates of any criminal action under the laws of the Commonwealth, or an Other Jurisdiction, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing Marijuana for medical- or adult-use purposes, in which those individuals either owned shares of stock or served as board member, Executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
  - b. a description and the relevant dates of any civil action under the laws of the Commonwealth, or an Other Jurisdiction including, but not limited to, a complaint relating to any professional or occupational or fraudulent practices;
  - c. a description and relevant dates of any past or pending legal or enforcement actions in the Commonwealth or any other state against an entity whom the applicant served as a Person or Entity Having Direct or Indirect Control, related to the cultivation, Processing, distribution, or sale of Marijuana for medical- or adult-use purposes;
  - d. a description and the relevant dates of any administrative action with regard to any professional license, registration, or certification, including any complaint, order, stipulated agreement or settlement, or disciplinary action, by the Commonwealth, or like action in an Other Jurisdiction including, but not limited to, any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
  - e. a description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by an Other Jurisdiction with regard to any professional license, registration, or certification, held by any Person or Entity Having Direct or Indirect Control, if any;
  - f. a description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any Person or Entity Having Direct or Indirect Control that is part of the applicant's application, if any; and
  - g. any other information required by the Commission.

ARROW CULTIVATE will not present any individual in our application whose background check will result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table A of 935 CMR 500.801.

3. **Background Checks not included in the Application Process-** For all Marijuana Establishment Agent Registrations not included in the application process ARROW CULTIVATE will submit Marijuana Establishment Agent applications for all required individuals. ARROW CULTIVATE will perform its own due diligence and perform background checks, including a CORI report, in the hiring of employees and contractors and will not knowingly submit an employee or contractors' application if the background check would result in a Mandatory Disqualification or Presumptive Negative Suitability Determination as outlined in Table B: Retail and Transporter Marijuana Establishment Agents, under 935 CMR 500.802.

### **Equal Opportunity Employment Policy**

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

ARROW CULTIVATE expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment and to accommodate others in line with this policy to the fullest extent required by law. For example, ARROW CULTIVATE will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on ARROW CULTIVATE operations. If an employee desires a religious accommodation, they are required to make the request in writing to their manager as far in advance as possible. Employees requesting accommodations are expected to attempt to find co-workers who can assist in the accommodation (e.g. trade shifts) and cooperate with ARROW CULTIVATE in seeking and evaluating alternatives.

Moreover, in compliance with the Americans with Disabilities Act (ADA), ARROW CULTIVATE provides reasonable accommodations to qualified individuals with disabilities to the fullest extent required by law. ARROW CULTIVATE may require medical certification of both the disability and the need for accommodation. Keep in mind that ARROW CULTIVATE can only seek to accommodate the known physical or mental limitations of an otherwise qualified individual. Therefore, it is the employees' responsibility to come forward if they are in need of an accommodation. ARROW CULTIVATE will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job.

### **Anti-Harassment and Sexual Harassment Policy**

ARROW CULTIVATE will promote a workplace that is free from discrimination and harassment, whether based on race, color, gender, age, religion, creed, national origin, ancestry, sexual orientation, marital status or disability. Inappropriate interference with the ability of ARROW CULTIVATE employees to perform their expected job duties will not be tolerated.

It is illegal and against ARROW CULTIVATE policy for any employee, male or female, to harass another employee. Examples of such harassment include making sexual advances or favors or other verbal or physical conduct of a sexual nature a condition of any employee's employment; using an employee's submission to or rejection of such conduct as the basis for, or as a factor in, any employment decision.

affecting the individual; or otherwise creating an intimidating, hostile, or offensive working environment by such conduct.

The creation of an intimidating, hostile, or offensive working environment may include but is not limited to such actions as persistent comments on an employee's sexual preferences, the display of obscene or sexually oriented photographs or drawings, or the telling of sexual jokes. Conduct or actions that arise out of a personal or social relationship and that are not intended to have a discriminatory employment effect may not be viewed as harassment. ARROW CULTIVATE will determine whether such conduct constitutes sexual harassment, based on a review of the facts and circumstances of each situation.

ARROW CULTIVATE will not condone any sexual harassment of its employees. All employees, including supervisors and managers, will be subject to severe discipline, up to and including discharge, for any act of sexual harassment they commit.

ARROW CULTIVATE will not condone sexual harassment of its employees by non-employees, and instances of such harassment should be reported as indicated below for harassment by employees.

If you feel victimized by sexual harassment you should report the harassment to your manager immediately. If your immediate manager is the source of the alleged harassment, you should report the problem to the Human Resources Department.

Managers who receive a sexual harassment complaint should carefully investigate the matter, questioning all employees who may have knowledge of either the incident in question or similar problems. The complaint, the investigative steps and findings, and disciplinary actions (if any) should be documented as thoroughly as possible.

Any employee who makes a complaint, or who cooperates in any way in the investigation of same, will not be subjected to any retaliation or discipline of any kind.

In addition to the above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below. Using our complaint process does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim (EEOC - 300 days; MCAD - 300 days).

**The United States Equal Employment Opportunity Commission ("EEOC")** One Congress Street, 10th Floor Boston, MA 02114, (617) 565-3200.

**The Massachusetts Commission Against Discrimination ("MCAD")** One Ashburton Place, Rm. 601, Boston, MA 02108, (617) 994-6000.

### **Americans with Disability Act**

ARROW CULTIVATE strongly supports the policies of the Americans with Disabilities Act and is completely committed to treating all applicants and employees with disabilities in accordance with the requirements of that act. ARROW CULTIVATE judges individuals by their abilities, not their disabilities, and seeks to give full and equal employment opportunities to all persons capable of performing successfully in the company's positions. ARROW CULTIVATE will provide reasonable accommodations to any persons with disabilities who require them, who advise ARROW CULTIVATE of their particular needs. Information

concerning individuals' disabilities and their need for accommodation will of course be handled with the utmost discretion.

### **Drug/Alcohol Free Workplace**

ARROW CULTIVATE is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on ARROW CULTIVATE premises or while using ARROW CULTIVATE vehicles or equipment, or at any location during work time.

No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed amounts. It also includes any substance a person holds out to another as an illegal drug.

Any violation of this policy will result in disciplinary action, up to and including termination.

Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered.

### **Smoke Free Workplace**

Smoking is prohibited throughout the workplace. This policy applies equally to all employees, clients, partners, and visitors.

### **Employee Assistance Policy**

To help employees in circumstances where counseling services would be helpful, ARROW CULTIVATE will make an Employee Assistance Program (EAP) counseling service available to employees, when needed, at no personal cost.

### **Employee Diversion of Marijuana**

If a ARROW CULTIVATE Agent is found to have diverted marijuana, that agent will immediately be dismissed and have their Marijuana Establishment Registration Card confiscated. The Director of HR will immediately be notified. The Director of HR will make a detailed report of the event and report it to local law enforcement and the Commission within 24 hours.

### **Employee Handbook**

ARROW CULTIVATE will provide a comprehensive employee handbook to all employees that will outline all the information pertinent to their employment with ARROW CULTIVATE. These subjects will include, but not be limited to;

1. ARROW CULTIVATE Mission and Vision
2. Organizational Structure
3. General Employment Policies

4. Employee Categories
5. Conflicts of Interest
6. Access to Personnel Files
7. Performance Evaluations
8. Hours of Work
9. Compensation
10. Benefits
11. Code of Conduct
12. Discipline
13. Training



## **Maintaining Financial Records**

### **Policy and Procedure**

#### **I. Intent**

ARROW CULTIVATE is committed to being compliant with all regulations outlined in 935 CMR 500.000 et. seq. ("the Regulations") and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission ("CNB" or "the Commission") or any other regulatory agency.

To provide clear and concise instructions for ARROW CULTIVATE employees regarding the Maintenance of Financial Records that are in compliance with the Regulations

#### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company's management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our financial records are maintained in a compliant manner in compliance with all regulations and laws.

#### **III. Policy**

All ARROW CULTIVATE financial records will be kept and maintained according to generally accepted accounting principles. Our Leadership Team is responsible for all accounting responsibilities and will engage the services of external Accountants and Tax Professionals to ensure proper accounting compliance. We will also hire or engage as a contractor a bookkeeper with experience in business accounting to assist in the maintaining of these records.

1. All ARROW CULTIVATE financial/business records will be available for inspection to the Commission upon request.
2. ARROW CULTIVATE will maintain all business records in Manual and electronic (computerized) form. These records include, but are not limited to;
  - a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - d. Sales records including the quantity, form, and cost of marijuana products; and

- e. 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.

In relation to the maintenance of financial records ARROW CULTIVATE will incorporate the following into our business operations;

1. ARROW CULTIVATE will keep duplicate backup files of all payroll and human resources materials to assist in Human resources management and payroll services for our employees and ensure continuity
2. ARROW CULTIVATE has and will maintain a banking relationship with Northern Bank to provide banking services for our company.
3. ARROW CULTIVATE will use up to date financial software programs for all financial transactions.
4. ARROW CULTIVATE does not plan to make cash transactions with other Marijuana Establishments. All transactions will be done through traditional banking transactions including checks, wire transfers or credit cards.
5. On an annual basis ARROW CULTIVATE will engage the services of an independent certified public accountant who is preferably experienced in the legal marijuana industry, to conduct a financial audit of ARROW CULTIVATE finances (books).
6. ARROW CULTIVATE will engage the services of an industry experienced tax professional for the filing of all required state and federal tax documents.
7. At the end of each business day a reconciliation audit will be done on each inventory recording station by the Facility Manager or designee.
8. Comprehensive financial audits will be done at the end of every day by the Leadership Team or designee. At the discretion of the Leadership Team the frequency of these audits may be changed to weekly and then monthly
9. At a minimum, a comprehensive audit by the Leadership Team or designee of all sales transactions will be completed every month.
10. For the first year of operation the Leadership Team will conduct a comprehensive audit of all of the facility's financial records every 3 months and report their findings to the Members

#### **Access to the Commission**

ARROW CULTIVATE electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection.

### **Access to the Massachusetts Department of Revenue ("DOR")**

ARROW CULTIVATE books, records, papers and other data will be made available upon request by the DOR. Accounting records and information in electronic format will be provided in a searchable electronic format if requested by the Commission of the DOR. Any additional reports and schedules relating to the preparation of tax returns will be maintained and made available upon request. Inventory system data as well as any additional purchase reports, schedules or documentation that reconcile to other books and records, such as purchase journals or a general ledger, will also be maintained and made available upon request.

These records will be kept so long as their contents are material in the administration of Massachusetts tax laws. At a minimum, unless the DOR Commissioner consents in writing to an earlier destruction, the records will be preserved until the statute of limitations for making additional assessments for the period for which the return was due has expired. The DOR may require a longer retention period, such as when the records are the subject of an audit, court case, or other proceeding.

Additionally, ARROW CULTIVATE will comply with all records retention requirements outlined in the DOR Regulations including but limited to 830 CMR 62C.25.1: Record Retention.

### **Point of Sale (POS) Systems**

ARROW CULTIVATE will utilize a POS system that complies with the requirements in G.L. c. 62C, § 25; 830 CMR 62C.25.1 (the Records Retention Regulation); and the Massachusetts Department of Revenue ("DOR") Directive 16-1 *"Recordkeeping Requirements for Sales and Use Tax Vendors Utilizing Point of Sale (POS) Systems"*. The POS System will be approved by the Commission

1. Our POS system will record all transactions in a manner that will allow the DOR to verify what was sold and whether the appropriate amount of tax was collected, if applicable. Along with the data in the POS system, ARROW CULTIVATE will maintain the following records:
  - a. A journal or its equivalent, which records daily all non-cash transactions affecting accounts payable;
  - b. A cash journal or its equivalent, which records daily all cash receipts and cash disbursements, including any check transactions;
  - c. A sales slip, invoice, cash register tape, or other document evidencing the original transaction, which substantiates each entry in the journal or cash journal;
  - d. Memorandum accounts, records or lists concerning inventories, fixed assets or prepaid items, except in cases where the accounting system clearly records such information; and
  - e. A ledger to which totals from the journal, cash journal and other records have been periodically posted. The ledger must clearly classify the individual accounts receivable and payable and the capital account.

2. Each POS transaction record will provide enough detail to independently determine the taxability of each sale and the amount of tax due and collected. Information on each sales transaction will include, but is not limited to the:
  - a. individual item(s) sold,
  - b. selling price,
  - c. tax due, if any,
  - d. invoice number,
  - e. date of sale,
  - f. method of payment, and
  - g. POS terminal number and POS transaction number.
3. ARROW CULTIVATE will maintain auditable internal controls to ensure the accuracy and completeness of the transactions recorded in the POS system. The audit trail details include, but are not limited to:
  - a. Internal sequential transaction numbers;
  - b. Records of all POS terminal activity; and
  - c. Procedures to account for voids, cancellations, or other discrepancies in sequential numbering.
  - d. The POS audit trail or logging functionality must be activated and operational at all times, and it must record:
  - e. Any and all activity related to other operating modes available in the system, such as a training mode; and
  - f. Any and all changes in the setup of the system.
4. ARROW CULTIVATE will comply with the provisions of 935 CMR 500.140(6): Recording Sales.
  - a. ARROW CULTIVATE will only utilize a point-of-sale (POS) system approved by the Commission, in consultation with the DOR.
  - b. ARROW CULTIVATE may utilize a sales recording module approved by the DOR.
  - c. ARROW CULTIVATE will not utilize software or other methods to manipulate or alter sales data.
  - d. ARROW CULTIVATE will conduct a monthly analysis of our 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. ARROW CULTIVATE will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If ARROW CULTIVATE 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:
    - i. We will immediately disclose the information to the Commission;

- ii. We will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
  - iii. We will take such other action directed by the Commission to comply with 935 CMR 500.105.
- e. ARROW CULTIVATE will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- f. ARROW CULTIVATE will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- g. ARROW CULTIVATE will allow the Commission and the DOR may audit and examine our point-of-sale system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.000

## **Qualifications and Training Policy and Procedure**

### **I. Intent**

Arrow Cultivate is committed to being compliant with all regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB”) or any other regulatory agency.

This policy has been created to provide clear and concise instructions for Arrow Cultivate employees regarding the qualifications for employment and agent training that are in compliance with the Regulations.

### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that we only hire qualified Marijuana Establishment Agents and that our training process and curriculum are in compliance with all regulations and laws.

### **III. Qualifications for Arrow Cultivate Agents**

The minimum requirements to become a Arrow Cultivate Marijuana Establishment Agent (“Arrow Cultivate Agent”) are outlined below. Arrow Cultivate board members, directors, employees, executives, managers or volunteers will register with the Commission as a Arrow Cultivate Marijuana Establishment Agent. For clarity an employee means, any consultant or contractor who provides on-site services to a Marijuana Establishment related to the cultivation, harvesting, preparation, packaging, storage, testing, or dispensing of marijuana.

Arrow Cultivate, Agents must;

1. Be 21 years of age or older;
2. Have not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of Other Jurisdictions; and
3. Be determined suitable for registration consistent with the provisions of 935CMR 500.800 and 935 CMR 500.801 or 935 CMR 500.802.

Arrow Cultivate, will develop a job description for all positions with the company. While all Arrow Cultivate, Agents must meet the qualifications listed above, many of our positions will require additional qualifications depending on the required duties.

### **III. Required Training for Arrow Cultivate Agents**

Pursuant 935 CMR 500.105(2)(a) and (b), Arrow Cultivate, will ensure all Arrow Cultivate, Agents complete training prior to performing job functions. Training will be tailored to the role and responsibilities of the job function.

1. As a CMO, Arrow Cultivate, will train all agents who are both an ME agent and a marijuana establishment in 935 CMR 500.105(2)(a) and (b); ME Agent Training, including training regarding privacy and confidentiality requirements for patients. Agents responsible for tracking and entering product into the METRC Seed-to-Sale SOR must receive training in a form and manner determined by the Commission.
2. Our initial training begins during employee orientation where all new employees will be issued their employee handbook. Classroom or online training on this day will include, but not be limited to;
  - a. Code of Conduct;
  - b. Marijuana Regulations;
  - c. Security and Safety;
  - d. Emergency Procedures/Disaster Plan;
  - e. Diversion of Marijuana;
  - f. Terminatable Offences;
  - g. Confidential Information;
  - h. Employee Policies (all employee policies from the handbook will be covered) including but not limited to;
    - i. Alcohol, smoke and drug-free workplace;
    - ii. Equal Employment Policy;
    - iii. Anti-Harassment and Sexual Harassment Policy;
    - iv. Americans with Disability Act;
    - v. Employee Assistance Policy; and
    - vi. Diversity Plan
3. After the initial training is complete agents will be trained on job specific areas depending on their duties. This training can be done in a classroom setting, online or computerized or by means of on the job training ("OJT").
4. All Arrow Cultivate, Agents will receive a minimum of 8 hours of training annually.
5. Arrow Cultivate, will record, maintain and store 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. These records will be stored in the Agents Training File. Training records will be retained by Arrow Cultivate, for at least seven year after agents' termination.

6. Arrow Cultivate, will require all of its Agents, Owners and Managers to attend and complete a Responsible Vendor Training Program to become designated as a “responsible vendor”.
  - a. After the responsible vendor designation is applied each Arrow Cultivate, owner, manager, and Agent involved in the handling and sale of marijuana for adult use will successfully complete the program once every year thereafter to maintain designation as a “responsible vendor.”
  - b. Although administrative employees who do not handle or sell marijuana are not required to take the responsible vendor program, Arrow Cultivate, will allow and encourage them to attend on a voluntary basis.
  - c. Arrow Cultivate, will 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.



## Arrow Cultivate Energy Compliance SOP

The ME will occupy approximately 6 acres on the property with 100,000sf of canopy, and as an outdoor cultivation facility is not expected to have significant energy demand.

Arrow Cultivate will satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2).

Arrow Cultivate will adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under section 78(b) of St. 2017, c. 55, to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission. These energy efficiency and equipment standards include:

1. The building envelope for any indoor parts of the facility will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR: *State Building Code*, except that facilities using existing buildings may demonstrate compliance by showing that the envelope insulation complies with code minimum standards for Type Factory Industrial F-1, as further defined in guidelines issued by the Commission.
2. The Lighting Power Densities (LPD) for our mother room cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space canopy, unless otherwise determined in guidelines issued by the Commission.
3. Our Heating Ventilation and Air Condition (HVAC) and dehumidification systems, if used, will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: *State Building Code*), IECC Section C.403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: *State Building Code*).

### **(1) Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;**

The facility is an outdoor grow, and the only indoor parts will be for preservation of mother plants during the off-season. The facility will use natural lighting and no artificial cultivation means.

### **2) Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;**

## Arrow Cultivate Energy Compliance SOP

The opportunity for the location of solar panels on a portion of the parking area or grass areas shall be considered and submitted for landlord approval. Energy use will be extremely minimal as this is an outdoor grow.

### **(3) Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage)**

This is an outdoor grow and will use minimal electricity.

### **4) Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants**

The management shall contact local utilities to verify and subscribe to available energy efficiency programs offered in the area, including options to select the use of renewable energy only.

## **Record Keeping**

### **Policy and Procedure**

This policy and procedure is compliant with 935 CMR 500.000 (“the Regulations”)

#### **I. Intent**

ARROW CULTIVATE is committed to being compliant with the regulations and any other requirements or sub-regulatory guidance issued by the Massachusetts Cannabis Control Commission (“CNB” or “the Commission”).

To provide clear and concise instructions for ARROW CULTIVATE employees regarding Record Keeping that are in compliance with the Regulations

#### **II. Purpose**

The purpose of this policy is to outline the responsibilities of the Company, the Company’s management team and Agents to ensure specific, methodical, and consistent compliance of the Regulations and to ensure that our Record Keeping Procedures are compliant with all regulations and laws.

#### **III. Access to the Commission**

ARROW CULTIVATE electronic and hard copy (written) records will be available to the Commission upon request pursuant to 935 CMR 500.105(9). The records will be maintained in accordance with generally accepted accounting principles. All written records required in any section of the Regulations are subject to inspection.

#### **IV. Types of Records (Adult Use)**

The following records will be maintained and stored by ARROW CULTIVATE and available to the Commission upon request:

1. Operating procedures as required by 935 CMR 500.105(1)
  - a. Security measures in compliance with 935 CMR 500.110;
  - b. Employee security policies, including personal safety and crime prevention techniques;
  - c. A description of the Marijuana Establishment’s hours of operation and after-hours contact information, which shall be provided to the Commission, made available to law enforcement officials upon request, and updated pursuant to 935 CMR 500.000.
  - d. Storage of marijuana in compliance with 935 CMR 500.105(11);
  - e. Description of the various strains of marijuana to be cultivated, processed or sold, as applicable, and the form(s) in which marijuana will be sold;
  - f. Procedures to ensure accurate recordkeeping, including inventory protocols in compliance with 935 CMR 500.105(8) and (9);

- g. Plans for quality control, including product testing for contaminants in compliance with 935 CMR 500.160;
- h. A staffing plan and staffing records in compliance with 935 CMR 500.105(9);
- i. Emergency procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- j. Alcohol, smoke, and drug-free workplace policies;
- k. A plan describing how confidential information will be maintained;
- l. A policy for the immediate dismissal of any marijuana establishment agent who has:
  - i. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
  - ii. Engaged in unsafe practices with regard to operation of the Marijuana Establishment, which shall be reported to the Commission; or
  - iii. Been convicted or entered a guilty plea, plea of nolo contendere, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- m. A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee must be made available upon request by any individual. This requirement may be fulfilled by placing this information on the Marijuana Establishment's website.
- n. Policies and procedures for the handling of cash on Marijuana Establishment premises including but not limited to storage, collection frequency, and transport to financial institution(s).
- o. Policies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.
- p. Policies and procedures for energy efficiency and conservation that shall include:
  - i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
  - ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
  - iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
  - iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

2. Operating procedures as required by 935 CMR 500.130(5)
  - a. Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(8);
  - b. Policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures shall be adequate to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by a Marijuana Establishment to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
  - c. Policies and procedures for ensuring that any outdated, damaged, deteriorated, mislabeled, or contaminated marijuana products is segregated from other product and destroyed. Such procedures shall provide for written documentation of the disposition of the marijuana products. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(12);
  - d. Policies and procedures for transportation. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(13);
  - e. Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. The policies and procedures, at a minimum, must be in compliance with 935 CMR 500.105(15); and
  - f. Policies and procedures for the transfer, acquisition, or sale of marijuana products
  - g. between Marijuana Establishments.
3. Inventory records as required by 935 CMR 500.105(8); and
4. Seed-to-sale tracking records for all marijuana products are required by 935 CMR 500.105(8)(e).
5. Personnel records required by 935 CMR 500.105(9)(d), including but not limited to;
  - a. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
  - b. 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:
    - i. All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
    - ii. Documentation of verification of references;
    - iii. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - iv. 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;

- v. Documentation of periodic performance evaluations;
    - vi. A record of any disciplinary action taken; and
    - vii. Notice of completed responsible vendor and eight-hour related duty training.
  - c. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
  - d. Personnel policies and procedures; and
  - e. All background check reports obtained in accordance with 935 CMR 500.030
6. Business records, which shall include manual or computerized records of:
- a. Assets and liabilities;
  - b. Monetary transactions;
  - c. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers;
  - d. Sales records including the quantity, form, and cost of marijuana products; and
  - e. Salary and wages paid to each employee, stipend paid to each board member, and an 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.
7. Waste disposal records as required under 935 CMR 500.105(12); and
8. Following closure of a Marijuana Establishment, all records must be kept for at least three years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.
9. Responsible vendor training program compliance records.
10. Vehicle registration, inspection and insurance records.

All records kept and maintained by ARROW CULTIVATE will be securely held. Access to these records will only be accessible to those ARROW CULTIVATE Agents who require access as a part of their job duties.

#### **Incident Reporting**

ARROW CULTIVATE will immediately notify appropriate law enforcement authorities and the Commission within 24 hours after discovering any loss or unauthorized alteration of records related to marijuana, registered qualifying patients, personal caregivers, or ME agents.

## **ARROW CULTIVATE Diversity Plan**

ARROW CULTIVATE aims to foster equitable opportunity for minorities, women, veterans, LGBTQ+ individuals, and people with disabilities and to promote principles of diversity management that will enhance the organization. ARROW CULTIVATE's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust.

The purpose of this policy is to ensure that ARROW CULTIVATE is a diverse and inclusive company that promotes a bias free work environment and providing opportunities for ARROW CULTIVATE employees who are minorities, women, veterans, LGBTQ+ individuals, and people with disabilities to use their diverse talents to support the company's mission.

ARROW CULTIVATE will comply with the requirements of 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 ARROW CULTIVATE will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws. ARROW CULTIVATE will implement this plan to ensure access to employment (including management positions) and other relationships with the company.

The demographics which this plan promotes are outlined below: Diversity Plan Populations ("Program Populations"):

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who are LBGTQ+

## **RECRUITMENT AND HIRING PROGRAM**

Goals- Our goal for this program is to make ARROW CULTIVATE workplace and management team as diverse as possible to include qualified employees with no regard to race, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

Our goal is to have the following workforce demographic:

- 50% female
- 30% minority, veteran, persons with a disability or persons who are LBGTQ+
  - Of this 30% our goal is to have 70% be minorities, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LBGTQ+

**Program-** ARROW CULTIVATE looks to recruit and hire diverse employees and plans to promote equity among minorities, veterans, people with disabilities and persons who are LBGTQ+ in the operation of our company.

To promote diversity and equity ARROW CULTIVATE will;

1. Give hiring preference to individuals who are identified in the Program Populations.
2. Institute a “blind hiring” policy in which the personal information of the candidate from the hiring manager that can lead to unconscious (or conscious) bias about the candidate.
3. Human Resource training for Hiring Managers that address unconscious bias and cultural sensitivity.
  - This training will be done upon hire and annually thereafter.
4. Promote our Diversity Hiring preferences on recruitment websites and on our social media presence.
5. Use job descriptions that are catered to and appeal to diverse candidates.
6. Engage with Industry trade groups, training companies and recruitment companies that promote diversity and inclusion. Engagement with these groups will include education for our hiring team, leads on candidates that fit our Program Populations and job posting that highlight our diversity hiring preference.
7. All job postings will be posted in the Palmer Journal Register and/or the Worcester Telegram and Gazette, on online hiring platforms, and/or on social media targeted to areas with diverse populations.
  - Our first Job postings will be withing 60 days of receipt of our Provisional License
  - Second and subsequent job posting will be done as needed.
8. ARROW CULTIVATE will continue to participate in job fairs hosted by ARROW CULTIVATE and/or diverse community organizations. We will also host a job fair within our neighborhood to provide opportunities to our neighbors.

**Measurements-** We will measure the success of the Recruitment and Hiring Program on an ongoing basis as we begin to hire to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of employees who meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of job applicants that meet the Program Population criteria;
3. The number of applicants that meet the Program Population criteria and if not hired, a description of the reason why; and
4. The number of job offers to applicants that meet the Program Population criteria and the reason (if known) what the applicant did not take the position



## **SUPPLIER/PARTNER PROGRAM**

**Goals-** The goal of the Supplier/Partner Program is to provide equity in the industry by promoting access to the industry by suppliers, contractor and wholesale partners who meet the Program Populations outlined above. ARROW CULTIVATE is committed to utilizing, and will give priority to the extent possible, to minority-owned, women owned, veteran owned, LGBTQ+ owned and business owned by persons with disabilities as suppliers, contractors and wholesale partners.

ARROW CULTIVATE recognizes that sourcing products and services from individuals and companies from these populations allows equitable access and revenues from legal cannabis.

**Our goal is to have at least 30% our suppliers, contractors and wholesale partners meet the criteria of the Program Populations that are outlined above.**

**Of this 30% our goal is to have 60% be minorities, 5-10% be persons who identify as women, 5-10% Veteran, 5-10% Persons with disabilities and 5-10% be persons who are LGBTQ+**

**Program-** ARROW CULTIVATE will actively identify and pursue partnerships with suppliers, contractors and Marijuana Establishments who meet the Program Populations that are outlined above.

1. ARROW CULTIVATE will give preference to suppliers and contractors whose owners or employees meet the Program Populations outlined above.
2. We will actively recruit these individuals or companies and promote this Program when sourcing these services.
3. We will give priority to Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above when sourcing wholesale products.

**Measurement-** We will measure the success of the Supplier/Partner Program on an ongoing basis as we begin to contract individuals and companies for these services to ensure that we are doing all we can to meet our goal.

After 6 months of operation, and every 6 months thereafter, we will conduct a comprehensive evaluation of the Program and make necessary changes if needed. This comprehensive evaluation will include:

1. The number and percentage of suppliers and contractors that we have engaged with that meet the criteria of the Program Populations that are outlined above;
2. The number and percentage of bids received from these individuals and companies that meet the Program Population criteria;
3. The number of individuals and companies that meet the Program Population criteria and if not contracted with, a description of the reason why;
4. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above, that we have contracted

with as our wholesale partners; and 5. The number and percentage of Marijuana Establishments whose owners or a majority of its employees meet the Program Populations that are outlined above that we have engaged with that did not result in a wholesale agreement and the reasons why.

### **DIVERSITY PLAN EVALUATION**

In addition to evaluating the individual programs and goals outlined above, ARROW CULTIVATE will perform an ongoing and comprehensive evaluation of this Diversity Plan as a whole to ensure that it promotes and provides equity to the Plan Populations. The progress or success of the plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).

1. As we begin to recruit and hire potential employees the management team will evaluate the applicant pool to ensure that our recruitment policies are generating a diverse representation;
2. Periodically, the management team will evaluate the workplace climate through observations, employee meetings and individual conversations with individual employees to ensure our workplace is a place of inclusion;
3. 60 days prior to our license renewal (from provisional license) and annually thereafter the ARROW CULTIVATE management team will conduct a comprehensive evaluation of this plan that includes feedback from employees and stakeholders as to the effectiveness of its Programs and to see if the goals are attained; and
4. If, at any time, it is found that the plan is not reaching our goals, the executive management team will convene a special working group to evaluate the plan and make the necessary changes. This group may include outside consultants and professionals.