



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283417
Original Issued Date: 06/22/2021
Issued Date: 06/22/2021
Expiration Date: 06/22/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: DayDreamz Estates LLC

Phone Number: 413-429-5662
Email Address: pmlume@daydreamzestates.com

Business Address 1: 68 Sandisfield Road
Business City: Sandisfield Business State: MA Business Zip Code: 01255
Business Address 2:
Mailing Address 1: 68 Sandisfield Road
Mailing City: Sandisfield Mailing State: MA Mailing Zip Code: 01255
Mailing Address 2:

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: Phillip-Michael Last Name: Blume Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY
No records found

CLOSE ASSOCIATES AND MEMBERS
No records found

CAPITAL RESOURCES - INDIVIDUALS
No records found

CAPITAL RESOURCES - ENTITIES
Entity Contributing Capital 1

Entity Legal Name: DayDreamz Estates LLC Entity DBA:
Email: Phone:
pmlume@daydreamzestates.com 413-429-5662
Address 1: 68 Sandisfield Road Address 2:
City: Sandisfield State: MA Zip Code: 01255
Types of Capital: Monetary/Equity, Land Other Type of Capital: Total Value of Capital Provided: Percentage of Initial Capital:
\$114000 100
Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES
No records found

DISCLOSURE OF INDIVIDUAL INTERESTS
No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 68 Sandisfield Road
Establishment Address 2:
Establishment City: Sandisfield Establishment Zip Code: 01255
Approximate square footage of the Establishment: 20000 How many abutters does this property have?: 6
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 03: 10,001 to 20,000 sq. ft Cultivation Environment: Outdoor

HOST COMMUNITY INFORMATION
Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	OUTDOOR CULT daydreamz-sandisfield-68.sandisfield.rd-local.compliance.plan.docx.pdf	pdf	60481723c997b43574a1ba1b	03/09/2021

Certification of Host Community Agreement	Host Cert.pdf	pdf	60481736b3603835a49f4937	03/09/2021
Community Outreach Meeting Documentation	DayDreamz Estates Community Outreach Meeting packet.pdf	pdf	604818109a694b3583a7360b	03/09/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	DayDreamz Positive Impact Plan (1).pdf	pdf	6048d37dd7adff35b5a4f90e	03/10/2021
Other	NEVA letter for DayDreamz Estates LLC.pdf	pdf	6048d38fb3603835a49f4a4d	03/10/2021

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner	Other Role:
First Name: Phillip-Michael	Last Name: Blume Suffix:
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
Department of Revenue - Certificate of Good standing	Cert Good Standing reduced.pdf	pdf	604821dcb3603835a49f4946	03/09/2021
Secretary of Commonwealth - Certificate of Good Standing	The Commonwealth of Massachusetts reduced.pdf	pdf	604821e975f93835952f0299	03/09/2021
Articles of Organization	DayDreamz Estates Articles of Organizationreduced.pdf	pdf	604821f940676f35abee202d	03/09/2021
Department of Revenue - Certificate of Good standing	Unemployment Assistance form for application.docx (2) (2) (2).pdf	pdf	6048257ab3603835a49f494e	03/09/2021
Bylaws	Operating Agreeent DayDreamz Estates.pdf	pdf	604909fac997b43574a1bce1	03/10/2021

No documents uploaded

Massachusetts Business Identification Number: 001479383

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Business Plan	DDE Business Plan - FINAL.pdf	pdf	6048245301124c35d20a23b7	03/09/2021
Plan for Liability Insurance	Letter_of_Intent_to_Bind_Coverage_-_DAYDREAMZ_ESTATES_LLC_(Tier_3_Outdoor).pdf	pdf	6048247175f93835952f029e	03/09/2021
Proposed Timeline	Outdoor Cultivation Timeline (1).pdf	pdf	6048d728d7adff35b5a4f932	03/10/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Security plan	Security Plan - OUTDOOR Cultivation.pdf	pdf	604825b59a694b3583a73628	03/09/2021
Inventory procedures	Inventory Procedures - OUTDOOR Cultivation.pdf	pdf	604825b7efe1e0359b95c072	03/09/2021
Maintaining of financial records	Maintaining of Financial Records - OUTDOOR Cultivation.pdf	pdf	604825b8c997b43574a1ba30	03/09/2021
Personnel policies including background checks	Personnel Policies Including Background Checks - OUTDOOR Cultivation.pdf	pdf	604825bbb3603835a49f4952	03/09/2021
Prevention of diversion	Prevention of Diversion - OUTDOOR Cultivation.pdf	pdf	604825bd93441135c0c3311b	03/09/2021
Qualifications and training	Qualifications and Training - OUTDOOR Cultivation.pdf	pdf	604825e49a694b3583a7362c	03/09/2021
Restricting Access to age 21 and older	Restricting Access to age 21 and older - OUTDOOR Cultivation.pdf	pdf	604825eab3603835a49f4956	03/09/2021
Policies and Procedures for cultivating.	POLICIES AND PROCEDURES FOR OUTDOOR CULTIVATING.pdf	pdf	604825ed93441135c0c3311f	03/09/2021
Storage of marijuana	Storage of Marijuana - OUTDOOR Cultivation.pdf	pdf	6048260f183b5235aa44e153	03/09/2021
Transportation of marijuana	Transportation of Marijuana - OUTDOOR Cultivation.pdf	pdf	60482611c997b43574a1ba38	03/09/2021
Energy Compliance Plan	Energy Compliance Plan - OUTDOOR Cultivation.pdf	pdf	60482611d7adff35b5a4f81a	03/09/2021
Diversity plan	Diversity Plan (2).pdf	pdf	60490abfc997b43574a1bced	03/10/2021
Quality control and testing	Quality Control and Testing - OUTDOOR Cultivation (2).pdf	pdf	6054d0b23e0ae507c9310549	03/19/2021
Record Keeping procedures	Record Keeping Procedures - OUTDOOR Cultivation (1).pdf	pdf	6054d1241c41b407a767303a	03/19/2021

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

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 5:00 PM
Tuesday From: 7:00 AM	Tuesday To: 5:00 PM
Wednesday From: 7:00 AM	Wednesday To: 5:00 PM
Thursday From: 7:00 AM	Thursday To: 5:00 PM
Friday From: 7:00 AM	Friday To: 5:00 PM
Saturday From: 7:00 AM	Saturday To: 5:00 PM
Sunday From: 7:00 AM	Sunday To: 5:00 PM

Daydreamz Estates, LLC

Adult Use Marijuana Establishment – Outdoor Cultivation
68 Sandisfield Road, Town of Sandisfield, Mass., 01255
Assessor ID: Map 411, Lots 26.3 and 26.4

Plan to Remain Compliant with Local Permits and Zoning

Daydreamz, LLC, (the Applicant), is seeking a cultivation establishment at 68 Sandisfield Road in the Town of Sandisfield. The site consists of 16 acres with over 400 feet of frontage along Sandisfield Road, Route 57.

Under the Town's current zoning bylaw (current through 10/18/2018), this use is allowable by special permit as a commercial use and the Board of Selectmen is the special permit granting authority.

The Town of Sandisfield is currently considering an amendment to its zoning bylaw for the regulation of marijuana establishments and under the draft bylaw initiated by the Board of Selectmen and being considered by the Planning Board in March of 2021, cultivation and product manufacturing will be allowed by special permit with site plan review from the Board of Selectmen.

The time frame for obtaining a special permit and site plan review is as follows: Upon formal filing with town clerk and Selectboard, approximately 21 days for publishing and posting of public notice of hearing date; anticipation of one or two hearings to be accomplished between 30 to 65 days following filing; approximately 14 days for board's writing of final decision and filing of decision with town clerk for 20-day appeal period. Total time-frame is approximately 120-150 days for special permit. A building permit with professional engineering stamped/signed plans will be submitted for application for building permit and the building dept. has 30 days to issue upon confirmation of compliance with building code. A certificate of use/occupancy will be required prior to commencing operations, which typically takes 15 to 30 days to obtain.

END OF COMPLIANCE PLAN

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:

Day Dreamz Estates LLC

2. Name of applicant's authorized representative:

Phillip-Michael Blume

3. Signature of applicant's authorized representative:



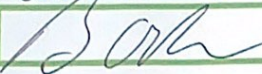
4. Name of municipality:

The town of Sandisfield

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

Brian O'Rourke

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

 Chairman Select Board

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).*):

boourke@sandisfieldma.gov

8. Host community agreement execution date:

3/8/21

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):
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:

b. Name of publication:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



January 26, 2021

Phillip Blume
DayDreamz Estates

Re: Request for Virtual Community Outreach Meeting

Dear Mr. Blume:

Pursuant to applicable laws and regulations, I am writing in response to your request for local permission to conduct a Community Outreach Meeting at the Town Highway Garage located at: 3 Silver Brook Road, Sandisfield, MA 01255 AND simultaneously conduct a Virtual Community Outreach Meeting from that location on **February 22 at 6:00 p.m.** for a proposed marijuana cultivation and product manufacturing establishment to be located at 68 Sandisfield Road, Sandisfield MA 01255.

Please accept this letter as formal permission allowing you to conduct the required Community Outreach meeting through a virtual meeting.

This approval is conditioned upon your agency abiding by the guidelines set forth by the Massachusetts Cannabis Control Commission in its Administrative Order No.2, issued April 27, 2020.

Sincerely,



Town of Sandisfield

Day Dreamz Estates

Sandisfield Community Outreach Meeting Video Link

<https://youtu.be/h9mBgeKKDMs>

Day Dreamz Estates

Sandisfield COM 02-22-2021

Number of participants:

24



ATTACHMENT B

February 2, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Cultivation and Product Manufacturing Marijuana Establishment is scheduled for Monday, February 22, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/94038108072>

Meeting ID: 940 3810 8072

or Via Dial-in: (929) 205-6099 and entering Meeting ID

The proposed Cultivation and Product Manufacturing Marijuana Establishment is anticipated to be located at 68 Sandisfield Road, Sandisfield, MA 01255. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Day Dreamz Estates LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com

Municipal Offices	Address	2nd Address	City	State	Zip
Town Clerk of Sandisfield	66 Sandisfield Road	PO Box 90	Sandisfield	MA	1255



ATTACHMENT C

February 2, 2021

To whom it may concern:

Notice is hereby given that a Community Outreach Meeting for a proposed Cultivation and Product Manufacturing Marijuana Establishment is scheduled for Monday, February 22, 2021 at 6:00 p.m. In light of COVID-19, the meeting will be held virtually as follows:

Join Zoom Meeting: <https://zoom.us/j/94038108072>

Meeting ID: 940 3810 8072

or Via Dial-in: (929) 205-6099 and entering Meeting ID

The proposed Cultivation and Product Manufacturing Marijuana Establishment is anticipated to be located at 68 Sandisfield Road, Sandisfield, MA 01255. There will be an opportunity for the public to ask questions.

Sincerely, on behalf of Day Dreamz Estates LLC,

Blake M. Mensing
Founder & Chief Counsel
The Mensing Group LLC
100 State Street, 9th Floor
Boston, MA 02109
Direct: (617) 333-8725
Email: Blake@MensingGroup.com



300 foot Abutters List Report

Sandisfield, MA
January 28, 2021

Subject Property:

Parcel Number: 411-0-26.4
CAMA Number: 411-0-26.4
Property Address: 68 SANDISFIELD RD

Mailing Address: ADINOLFI JEFFREY E
10 ANENBERG PL
WEST HAVEN, CT 06516

Abutters:

Parcel Number: 202-0-17.1
CAMA Number: 202-0-17.1
Property Address: HAMMERTOWN RD

Mailing Address: BERKSHIRE NATURAL RESOURCES
COUNCIL INC
20 BANK ROW
PITTSFIELD, MA 01201

Parcel Number: 411-0-26.2
CAMA Number: 411-0-26.2
Property Address: SANDISFIELD RD

Mailing Address: VITALE ANTHONY
10 JOHNNY CAKE MOUNTAIN ROAD
BURLINGTON, CT 06013

Parcel Number: 411-0-26.3
CAMA Number: 411-0-26.3
Property Address: SANDISFIELD RD

Mailing Address: KAUNELIS KIMBERLY KAUNELIS JAMES
E
PO BOX 162
NORFOLK, CT 06058

Parcel Number: 411-0-27
CAMA Number: 411-0-27
Property Address: 66 SANDISFIELD RD

Mailing Address: SANDISFIELD TOWN OF Town Hall
Annex
PO BOX 90
SANDISFIELD, MA 01255

Parcel Number: 411-0-28
CAMA Number: 411-0-28
Property Address: SANDISFIELD RD

Mailing Address: BERKSHIRE NATURAL RESOURCES
COUNCIL INC
20 BANK ROW
PITTSFIELD, MA 01201

Parcel Number: 411-0-29
CAMA Number: 411-0-29
Property Address: 107 SANDISFIELD RD

Mailing Address: O'BRIEN ROBERT
101 SANDISFIELD ROAD P.O. BOX 101
SANDISFIELD, MA 01255



www.cai-tech.com

1/28/2021

Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 1

Abutter	Address	2nd Address	City	State	Zip
			Pittsfield	MA	1201
			Burlington	CT	6013
			Norfolk	CT	6058
			Sandisfield	MA	1255
			Sandisfield	MA	1255
			Sandisfield	MA	1255
			Sandisfield	MA	1255

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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
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Sent To
Michael Downer
Street and Apt. No., or PO Box No.
PO Box 582
City, State, ZIP+4®
Sandisfield MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Bullington, Anthony
Street and Apt. No., or PO Box No.
200 Springvale Mountain Rd
City, State, ZIP+4®
Burlington CT 06013

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
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Sent To
Jim + Kim R.
Street and Apt. No., or PO Box No.
PO Box 162
City, State, ZIP+4®
Norfolk Ct. 06058

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic) \$
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☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
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Sent To
Jeffrey DAVIS
Street and Apt. No., or PO Box No.
PO Box 1411
City, State, ZIP+4®
Sandisfield MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Sandisfield town hall
Street and Apt. No., or PO Box No.
PO Box 90
City, State, ZIP+4®
Sandisfield MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (hardcopy) \$
☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Rob O
Street and Apt. No., or PO Box No.
PO Box 131
City, State, ZIP+4®
Sandisfield MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

7019 1640 0001 4329 4096

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Townhall
Street and Apt. No., or PO Box No.
PO Box 90
City, State, ZIP+4®
Sandisfield MA 01255

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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☐ Return Receipt (electronic) \$
☐ Certified Mail Restricted Delivery \$
☐ Adult Signature Required \$
☐ Adult Signature Restricted Delivery \$

Postage
\$

Total Postage and Fees
\$

Sent To
Natural Resources
Street and Apt. No., or PO Box No.
20 Peak Rd
City, State, ZIP+4®
Pittsfield MA 01201

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

POSITIVE IMPACT PLAN

In an effort to promote and encourage full participation in the regulated cannabis industry by individuals from communities disproportionately harmed by marijuana prohibition and enforcement and to support one of the Commission's priorities of having an ongoing positive impact on communities, DayDreamz Estates LLC ("DayDreamz" or "the Company") has created the following Positive Impact Plan.

DayDreamz's Positive Impact Plan is an effort to respond to evidence which demonstrates that certain populations have been disproportionately impacted by high rates of arrest and incarceration for marijuana and other drug crimes as a result of state and federal drug policy. Criminalization has had long-term ill effects, not only on the individuals arrested and incarcerated, but on their families and communities.

The Commission has identified certain Areas of Disproportionate Impact ("ADIs") that were disproportionately harmed in the past by marijuana prohibition and enforcement as evidenced by their having historically high rates of arrest, conviction and incarceration related to marijuana crimes. Our Positive Impact Plan is focused on the following groups:

1. Past or present residents of areas of disproportionate impact as defined by the Cannabis Control Commission ("CCC").
2. Massachusetts residents who have past drug convictions.
3. Massachusetts residents who have parents or spouses who have past drug convictions.

DayDreamz will implement the following goals, programs and measurements pursuant to this Positive Impact Plan.

Goal #1:

Provide financial support to New England Veterans Alliance ("NEVA") because it is an entity that offers support, education and/or job training to Massachusetts residents disproportionately impacted by the War on Drugs, including past or present residents of areas of disproportionate impact as defined by the CCC, Massachusetts residents who have past drug convictions, and/or Massachusetts residents who have parents or spouses who have past drug convictions.

Program:

Donate a total of \$2,500.00 annually to New England Veterans Alliance. The donation to be made to New England Veterans Alliance is intended to enhance its ability to cultivate veterans through alternative therapeutic programs. NEVA does important work in New England and across the country to improve veterans' lives, and building community for veterans. NEVA offers support, education and/or job training to Massachusetts residents disproportionately

DayDreamz Estates LLC

impacted by the War on Drugs. Specifically, this donation will go towards two programming areas:

1. The Veterans Cultivation Program (VCP) which supports veterans in learning how to cultivate cannabis. The goal of VCP is to help educate the veteran community, to encourage self sustainability through cultivation therapy, and to alleviate the financial burden on veterans while providing a purpose and connection to the local communities and
2. Peer support groups for veterans across New England, specifically those veterans located in areas of disproportionate impact (ADI) and/or have had past drug convictions.

Measurement and Accountability:

At the end of each year, DayDreamz will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the DayDreamz has given to the program outlined above. DayDreamz will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts. NEVA will be able to produce documentation that the individuals participating in their programs have had past drug convictions and are from an area of disproportionate impact.

NEVA will provide an annual report to DayDreamz, summarizing the use of the funds, as well as the disproportionately impacted communities the programs have worked with, and whether the individuals participating in the programs have had past drug convictions. NEVA will provide a copy to the Cannabis Control Commission upon request.

Goal #2:

On an annual basis, cover the costs/fees associated with obtaining an expungement of the criminal record for 1 individual that is a past or present resident of an ADI who has a cannabis-related felony.

Program:

DayDreamz will Commit \$1,000 per calendar year to our Cannabis Expungement Program (“CEP”) that will provide financial assistance for legal/filing fees for 1 individual from an area of disproportionate impact attempting to expunge cannabis criminal charges from their record. DayDreamz will identify an attorney to help the individual with completing the necessary expungement paperwork. DayDreamz will publish the application for the CEP on its website. Individuals will be able to apply for the Program on-line. The first 1 individual that meets the following criteria will be eligible for participation in the program:

1. Must show proof of past or present residency in an ADI as identified by the Commission and
2. Show proof of a cannabis-related felony.

DayDreamz Estates LLC

Measurement and Accountability:

DayDreamz will use qualitative and quantitative measurement metrics in measuring the results of its program and upon renewal will demonstrate that the CEP led to measurable success of our goal. The metric to be used in determining whether the goals were met will be to produce the total number of individuals DayDreamz has assisted with funding expungements per year and indicate the specific ADI where that individual resides or has resided. In addition, DayDreamz will produce documentation that criminal records of individuals in the CEP have had their records expunged.

DayDreamz acknowledges and is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every Marijuana Establishment.

Any actions taken, or programs instituted by DayDreamz, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

DayDreamz expressly understands that the progress or success of this plan will be required to be demonstrated upon each annual license renewal period in conformity with 935 CMR 500.101(1) and (2).



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

mass.gov/dor

Letter ID: L1482444096
Notice Date: February 16, 2021
Case ID: 0-001-086-378



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



DAYDREAMZ ESTATES LLC
68 SANDISFIELD RD
SANDISFIELD MA 01255-9621

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, DAYDREAMZ ESTATES 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 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



William Francis Galvin
Secretary of the
Commonwealth

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

March 8, 2021

TO WHOM IT MAY CONCERN:

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

DAYDREAMZ ESTATES LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **JANUARY 6, 2021.**

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 or withdrawal; 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:
PHILLIP-MICHAEL BLUME

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **NONE**



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

Processed By:JD



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: 001479383

1. The exact name of the limited liability company is: DAYDREAMZ ESTATES LLC

2a. Location of its principal office:

No. and Street: 68 SANDISFIELD RD
 City or Town: SANDISFIELD State: MA Zip: 01255 Country: USA

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

No. and Street: 68 SANDISFIELD RD
 City or Town: SANDISFIELD State: MA Zip: 01255 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:

ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PHILLIP-MICHAEL BLUME
 No. and Street: 68 SANDISFIELD RD.
 City or Town: SANDISFIELD State: MA Zip: 01255 Country: USA

I, PHILLIP-MICHAEL BLUME 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	PHILLIP-MICHAEL BLUME	68 SANDISFIELD RD SANDISFIELD, MA 01255 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

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:

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code

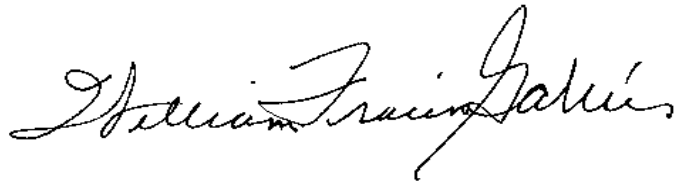
9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of January, 2021,
PHILLIP-MICHAEL BLUME
(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:

January 06, 2021 10:26 AM

A handwritten signature in black ink, reading "William Francis Galvin". The signature is written in a cursive style with a large, prominent "G" at the end.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

**Certificate of Good Standing or Compliance from the Massachusetts
Department of Unemployment Assistance Attestation Form**

Signed under the pains and penalties of perjury, I, Phillip Blume, an

authorized representative of Daydreamz Estates llc certify that

Daydreamz Estates llc does not currently have employees and is therefore unable
to register with the Massachusetts Department of Unemployment Assistance to obtain a Certificate
of Good Standing or Compliance.



Signature of Agent

Date 2/12/21

Name: Phillip Blume

Title: CEO

Entity: Daydreamz Estates llc

OPERATING AGREEMENT
DAYDREAMZ ESTATES LLC

PARTIES

This Agreement, dated as of 3-8-21 is between the following parties (The Initial members):

PHILLIP-MICHAEL BLUME, of 68 Sandisfield Rd., Sandisfield, MA 01255.

DAYDREAMZ ESTATES LLC (the "LLC"), the LLC shall be added as a party to the Agreement.

BACKGROUND

1. The Initial Members intend to form the LLC under the Limited Liability Company Act of the Commonwealth of Massachusetts (the "LLC Act"), for the principal purpose of applying for a license with the CCC.

2. This Agreement sets forth the agreement among the parties as to the internal affairs of the LLC and the conduct of its business.

TERMS AND CONDITIONS

The members, intending to be legally bound, agree as follows:

ARTICLE 1 PRELIMINARY MATTERS: EFFECTIVE DATE OF AGREEMENT, FORMATION OF LLC. INITIAL MEMBERS. ADMINISTRATION. ETC.

1.1 Effective date of Agreement: enforceability. The effective date of this Agreement is January 6, 2021.

1.2 Formation of LLC. On or promptly after the Effective Date, the Initial Members shall cause to be filed with the Commonwealth of Massachusetts articles of organization (the "Articles"). Substantially identical in form and content to the Articles attached to this Agreement as Exhibit A.

1.3 LLC's name, purpose, etc. The LLC's name, purpose, registered agent, registered office, duration and form of management shall be as set forth in the Articles.

1.4 Members of LLC on date of LLC's formation. On the date of formation of the LLC, the Initial Members shall be the members of the LLC. Additional members shall be admitted to the LLC in accordance with Article 5.

1.5 Reservation of LLC management to a manager; appointment of initial manager. Except as otherwise expressly provided in this Agreement, the management of the business and internal affairs of the LLC shall be reserved to a managers. The initial manager of the LLC shall be PHILLIP-MICHAEL BLUME.

1.6 Amendment of Agreement and Articles. No amendment of this Agreement or of the Articles shall be valid except upon the affirmative vote of all members.

1.7 Expiration of LLC. The LLC will have an expiration date of January 6, 2071.

1.8 Termination of LLC. The LLC can be terminated by procedures set forth in Article 10.

ARTICLE 2 CLASSES OF MEMBERS: MEMBER CASH CONTRIBUTIONS ETC.

2.1 Classes of members. The LLC shall have a single class of members.

2.2 Contributions of cash, etc., to be made by members in exchange for their memberships. Promptly after the LLC's formation, the Initial Members shall, in exchange for their memberships, make contributions to the LLC of the cash, non-cash property and services and the promises of cash, non-cash property and services set forth in the attached Exhibit B.

2.3 Member loans to LLC. The Initial Members shall make loans to the LLC as provided in the attached Exhibit C. Members admitted to the LLC after its formation shall make loans to the LLC as provided in amendments to that exhibit.

2.4 Member time commitments and responsibilities. Each member shall commit time to the LLC and shall have responsibility for LLC functions as set forth in the attached Exhibit E.

ARTICLE 3 MEMBER VOTING AND AGENCY RIGHTS: CERTAIN OTHER NON-ECONOMIC RIGHTS OF MEMBERS

3.1 Matters on which members may vote. Members in their capacity as members shall have the right to vote only on the following types of matters ("Member Matters"):

- a. All matters on which this Agreement expressly provides them with a right to vote; and
- b. The matters identified in the attached Exhibit F.

3.2 Number of votes necessary to decide LLC matters. Except as otherwise expressly provided in this Agreement, each Member Matter shall be decided by the affirmative vote of members holding a majority of member votes. Each member shall have one vote.

3.3 Procedural rules governing voting. In the absence of fraud or bad faith, no vote by the members on any Member Matter shall be deemed to be invalid on any procedural or similar ground, including any ground relating to absence of notice, absence of quorum, or the recording or non-recording of votes. For purposes of this Article 3.4, the terms "procedural or similar ground" shall be construed broadly.

3.4 Members have no agency right. No member as a member shall have the right to bind the LLC in dealings with third parties

3.5 Right of members to obtain information in LLC's possession or control. During normal business hours and after reasonable notice, each member shall be entitled for any purpose reasonably related to their membership:

- a. To obtain any information in the LLC's possession or control; and
- b. To inspect and, at the member's expense, to copy any document and other medium in the LLC's possession or control.

3.6 Right of members to bring action against, in the name of, or on behalf of the LLC or against other members. No member in the member's capacity as a member may bring a suit or action against the LLC or against any other member in the other member's capacity as a member in any court for any reason except to enforce an arbitration order under Article 11.

No member may bring a suit or action against any person in the name of or on behalf of the LLC except with the affirmative vote of other members holding a majority of member votes (exclusive of the votes of the member seeking to bring suit).

Any member may assert in arbitration under Article 11 any claim that could be asserted in any suit or action against, in the right of or in the name of the LLC.

ARTICLE 4 ALLOCATIONS OF LLC PROFITS AND LOSSES TO MEMBERS INTERIM DISTRIBUTIONS; GUARANTEED PAYMENTS ET C.

4.1 Allocations of LLC profits and losses. The LLC shall allocate its profits and losses to the members in proportion to their respective shares of aggregate contributions to the LLC;

PROVIDED, that the LLC shall allocate gain; deductions and other tax items to members in respect of contributed non-cash property in accordance with Internal Revenue Code section 704(c)(1)(A) and the regulations thereunder.

For purposes of this Article 4, contributions shall (except as otherwise expressly provided in this Agreement) include only the value of contributions which the LLC has actually received from the members and has not returned.

4.2 Allocations of Interim Distributions. The LLC shall allocate to the members Interim Distributions (as defined in Article 4.3) on the same basis on which it allocates its profits and losses.

4.3 Definition of Interim Distribution. For purposes of this Article 4, the term "Interim Distribution" shall mean any distribution by the LLC of its assets to any member as the member's share of LLC profits except:

- a. Distributions to members in connection with the liquidation of their LLC interests (as defined in Article 4.4); and
- b. Distributions to members in connection with the liquidation of the LLC.

4.4 Definition of LLC interest. For purposes of this Agreement, a member's LLC interest means the member's share of the LLC's profits and losses and the member's right to receive distributions of the LLC's assets.

4.5 No LLC duty to make Interim Distributions. The LLC shall have no duty to make Interim Distributions except as expressly provided in this Agreement or as determined from time to time by the manager.

4.6 Guaranteed payments and other payments to members for services, loans, etc. Each member shall receive from the LLC guaranteed payments and other payments for services, for loans and for other benefits provided by the member to the LLC in accordance with the attached Exhibit G. No such payment shall affect the right of the member to allocations of LLC profits and losses or to allocations of LLC Interim Distributions.

4.7 Draws. During any fiscal year of the LLC, members shall be entitled to draw on their shares of projected LLC profits for that year in accordance with the attached Exhibit H.

4.8 Reimbursement of expenses. If any member incurs a reasonable expense on behalf of the LLC and reasonably documents this expense to the LLC, the LLC shall reimburse the member for this expense as promptly, and as reasonably possible after receiving this documentation.

ARTICLE 5 TRANSFERS AND PLEDGES OF MEMBERSHIP RIGHTS ETC.

5.1 Restrictions on right of members to transfer and pledge their membership rights. No member shall transfer or pledge to any person all or any part of the member's rights as a member (whether economic right or non-economic rights) except upon the affirmative vote of other members holding a majority of member votes (exclusive of member votes held by the member wishing to make the transfer or pledge in question).

5.2 Definition of transfer. For purposes of this Article 5, "transfer" includes, without limitation:

- a. Transfers by sale or gift;
- b. Transfers (whether by will, trust or otherwise) taking effect on the death of the transferor; and
- c. Involuntary transfers, including transfers by operation of law and pursuant to divorce decrees.

Transfers and pledges in breach of the terms of this Article 5 shall be void and of no effect.

5.3 Admissions of additional members by the LLC. The LLC shall admit no person as a member of the LLC after the LLC's formation except upon the affirmative vote of members holding a majority of member votes.

5.4 Election under Internal Revenue Code section 754. Before any member transfers any of the member's rights as a member to any person, the members shall negotiate in good faith and shall agree whether to file an election under Internal Revenue Code section 754 to adjust the basis of LLC property in connection with that transfer.

ARTICLE 6

MEMBER DISSOCIATIONS BY DEATH, RESIGNATION OR OTHERWISE; CONSEQUENCES OF DISSOCIATION

6.1 Definition of member dissociation. The dissociation of a member means the termination of the member's right to participate in the LLC's business and internal affairs by voting on LLC matters, by acting as an agent for the LLC or otherwise.

6.2 Events of dissociation. A member shall be dissociated only upon the occurrence of one of the following events: ,

- a. The member dies (or, if the member is an entity, it incurs a dissolution or equivalent event);
- b. The member incurs a Total Disability (as defined in Article 6.5);
- c. The member becomes bankrupt;
- d. The member resigns in accordance with Article 6.7;
- e. The member transfers the member's entire LLC interest to another person;
- f. The member is expelled from membership in the LLC in accordance with Article 6.7.

6.3 Definition of Total Disability. A member shall be deemed to have incurred a Total Disability within the meaning of Article 6.2(b) if, by reason of any physical or mental disability, the member is unable to participate significantly in the business and internal affairs of the LLC for 180 consecutive days.

6.4 Determination of Total Disability. Whether a member has incurred a Total Disability and the date on which the member has incurred a Total Disability shall be determined by the vote of other members holding a majority of member votes (except those of the member about whose disability they are voting). All such determinations shall be subject to review in arbitration under Article 10.

6.5 Right of members to resign from LLC; notice of resignation. A member may without liability resign as a member of the LLC by giving written notice of resignation to the other members. The resignation shall be effective 60 days after all of the other members have received the notice.

6.7 Member expulsions. A member may be expelled from the LLC:

- a. If the member materially breaches this Agreement and fails to cure the breach within a reasonable time after receiving notice of it;
- b. If the member is convicted of a felony; or
- c. If the member engages in fraudulent or illegal actions relating to the business or internal affairs of the LLC.

6.8 Voting requirement for expelling a member. The voting requirement for expelling a member shall be as follows:

- a. LLC has at least three members. If the LLC has at least three members and one or more members wish to expel a member, the member may be expelled by the affirmative vote of other members holding at least two thirds of member votes (excluding the votes of the member sought to be

removed).

- b. LLC has two members. If the LLC has only two members, either member may petition an arbitrator to order the expulsion of the other.

ARTICLE 7 MEMBERS' DUTY OF CARE

In participating as members or as managers in any matter (an "LLC matter") relating to the business and internal affairs of the LLC, members shall use their best efforts to further the interests of the LLC;

PROVIDED, that members shall be personally liable for violations of their duty of care as members and as managers only if they fail to exercise the care that a person of ordinary prudence would exercise in similar circumstances.

ARTICLE 8 MEMBERS' DUTY OF LOYALTY, ETC.

In participating in LLCs matters as members or as managers, members shall act solely for the benefit of the LLC and not for their personal benefit.

ARTICLE 9 MANAGER QUALIFICATIONS, DUTIES, ETC.

9.1 Manager qualifications. The manager shall be a natural person and shall be a member of the LLC. The manager shall have such other qualifications as are determined from time to time by the affirmative vote of members holding a majority of member votes.

9.2 Manager duties of care, loyalty, confidentiality, et c. Except as otherwise expressly provided in this Agreement, each manager as such shall be subject to the provisions of Article 7 and Article 8.

9.3 Manager's title. In performing management functions for the LLC, a manager may use the title "Manager" or such other title or titles (including, without limitation, the title "President" or "Chief Executive Officer") as the members may determine from time to time by affirmative vote of members holding a majority of member votes.

9.4 Manager functions. The manager shall have general responsibility for managing the business and internal affairs of the LLC. The manager shall have any additional functions which are set forth in this Agreement or which the members may determine from time to time by affirmative vote of members holding a majority of member votes.

9.5 Method of appointing managers after Initial Manager. All managers after the Initial Manager shall be appointed by the affirmative vote of members holding a majority of member votes.

9.6 Manager's term. The term of the Initial Manager and of each subsequent manager shall be indefinite, but shall terminate upon the earliest of the date of the manager's (a) death, (b) resignation, (c) disability (as determined by vote of members holding a majority of votes) or (d) dismissal as manager.

9.7 Manager resignations. The manager may resign as manager upon giving 60 days' written notice to each member. Except as otherwise provided in this Agreement, the manager shall have no liability to the LLC or to the other members for any such resignation;

PROVIDED, that the resignation shall not absolve the manager from any liabilities arising before the resignation.

9.8 Manager dismissals. The members may, without liability, dismiss the manager at any time with or without cause by affirmative vote of members holding a majority of member votes.

9.9 Manager indemnification. The manager shall be entitled to indemnification, advancement of litigation expenses and liability insurance as provided in Article 7.

ARTICLE 10 TERM OF AGREEMENT: TERMINATION

The term of this Agreement shall begin on the Effective Date (as defined in Article 1.1) and, unless earlier terminated by the parties, shall terminate:

- a. If the LLC is terminated by vote of the members, on the effective date of the certificate of cancellation of the LLC's articles of organization;
- b. If the LLC is terminated by decree of a duly authorized judicial or administrative authority, on the date of termination of the LLC's existence as determined by that authority;

ARTICLE 11 ARBITRATION OF LLC DISPUTES

11.1 Mandatory arbitration of certain disputed matters. Any dispute between or among the parties under or relating to this Agreement shall be exclusively and finally resolved by arbitration by a single arbitrator (the "Arbitrator");

PROVIDED, that matters relating to the routine business of the LLC shall be subject to arbitration or litigation by any member.

11.2 Rules governing arbitration. Except as otherwise provided, any arbitration (an "Arbitration") under this article shall be governed by the Rules of Commercial Arbitration of the American Arbitration Association ("AAA").

11.3 Notice of arbitration. Any member may initiate an Arbitration of any Arbitrable Matter. The initiating member shall do so by providing written notice of the Arbitration to the other members. The notice shall bear a current date, shall state the name of the initiating member and shall briefly state the matter to be arbitrated.

11.4 Selection of arbitrator. If, within 15 business days after all the parties entitled to notice of an Arbitration have received that notice, the members have not agreed among themselves as to the identity of the Arbitrator or the site of the Arbitration, the LLC shall immediately refer these matters for resolution by the AAA office located in the County of Hampden, MA. That office may resolve these matters without liability and in its sole discretion.

11.5 No appeal, etc. No member shall appeal to any court an order of an Arbitrator under this Article 17. The LLC or any member may enter any such order in any court of competent jurisdiction.

11.6 Allocations of costs, fees, etc. The Arbitrator may allocate among the members the costs, fees and other expenses relating to an Arbitration in any manner that the Arbitrator shall determine to be appropriate in his or her absolute discretion;

PROVIDED, that if the Arbitrator determines that a party has initiated an Arbitration without a reasonable basis for doing so, the Arbitrator shall assess against that party the costs of the other parties relating to the Arbitration, including the reasonable attorneys' fees of these parties.

11.7 Awarding of litigation costs to prevailing party. If, in a suit in law or equity, any party seeks judicial review of any issue arising in an arbitration under this Article 17, an

Arbitrator under this Article may allocate to the losing party in that suit all costs reasonably incurred by the prevailing party.

ARTICLE 12 GENERAL PROVISIONS

12.1 Entire agreement. This Agreement contains the entire agreement among the members concerning its subject matter, and it replaces all earlier agreements among them, whether written or oral, concerning its subject matter.

12.2 Incorporation of exhibits. All documents identified in this Agreement as exhibits to the Agreement are hereby incorporated in the Agreement and made an integral part of it.

12.3 Governing law. This Agreement shall be governed exclusively by the laws of the Commonwealth of Massachusetts (exclusive of its laws governing conflicts of law).

12.4 Forum for resolution of disputes. Except to the extent that a member or the LLC seeks (i) the enforcement of an Arbitrator's ruling under Article 11 or (ii) emergency judicial relief, all disputes among the members relating to the Agreement shall be exclusively and finally resolved by arbitration under Article 17.

12.5 Notices. All notices under this Agreement shall be in writing. They shall be sent by fax or by registered U.S. mail, return receipt requested, to the members at their respective addresses as stated on the first page of this Agreement. A member may change the member's address for purposes at any time upon reasonable notice to the other members. Notices under this Article 12.5 shall be deemed to have been received when actually received.

12.6 Captions. Captions in this Agreement are for convenience only and shall be deemed irrelevant in construing the provisions of the Agreement.

12.7 Severability. If any arbitrator or court for any provision of this Agreement to be invalid or unenforceable:

- a. The arbitrator or court shall enforce the provision to the maximum lawful extent; and


- b. The arbitrator's or court's finding of invalidity or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement.

12.8 Waivers. No express or implied waiver by any party of any right of the party under this Agreement in any specific circumstance shall be considered to waive any right of the party in any other circumstance.

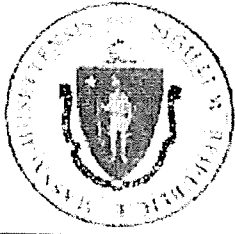
12.9 Definition of "including" "person" etc. The terms "including" and "includes" shall mean a partial definition. The term "person" shall mean a natural person and any kind of entity.

12.10 Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed to be an original copy of this Agreement and all of which shall be deemed to constitute one and the same agreement.

In witness of their acceptance of the above terms and conditions, the parties, in their capacities as members and as managers, by themselves or by their duly authorized representatives, have duly signed and dated this of March 8, 2021 Agreement as follows:



PHIL LIP-MICHAEL BLUME, as Manager and Member of DAYDREAMZ ESTATES 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: 001479383

1. The exact name of the limited liability company is: DAYDREAMZ ESTATES LLC

2a. Location of its principal office:

No. and Street: 68 SANDISFIELD RD
City or Town: SANDISFIELD State: MA Zip: 01255 Country: USA

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No. and Street: 68 SANDISFIELD RD
City or Town: SANDISFIELD State: MA Zip: 01255 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:

ORGANIZING IN ORDER TO APPLY FOR A LICENSE WITH THE CCC

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: PHILLIP-MICHAEL BLUME
No. and Street: 68 SANDISFIELD RD.
City or Town: SANDISFIELD State: MA Zip: 01255 Country: USA

I, PHILLIP-MICHAEL BLUME 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	PHILLIP-MICHAEL BLUME	68 SANDISFIELD RD SANDISFIELD, MA 01255 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	Address (no PO Box)
-------	-----------------	---------------------

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:

Title	Individual Name <small>First, Middle, Last, Suffix</small>	Address (no PO Box) <small>Address, City or Town, State, Zip Code</small>

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 6 Day of January, 2021,
PHILLIP-MICHAEL BLUME

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

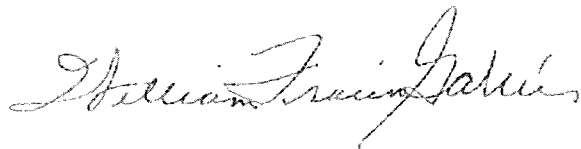


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THE COMMONWEALTH OF MASSACHUSETTS

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:

January 06, 2021 10:26 AM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is centered on the page.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

[illegible]

Costs

WPA/WPA2/WPA3 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024 1025 1026 1027 1028 1029 1030 1031 1032 1033 1034 1035 1036 1037 1038 1039 1040 1041 1042 1043 1044 1045 1046 1047 1048 1049 1

11. 11.1. 2019. godine, na osnovu člana 10. stav 1. Zakona o zaštiti podataka o ličnosti (Službeni glasnik BiH, broj 18/17), izdat je naredba o zaštiti podataka o ličnosti, koja je objavljena u Službenom glasniku BiH, broj 18/17, od 11. 11. 2019. godine.

EXHIBIT C
Members loans to the LLC

From Phillip-Michael Blume: _____

EXHIBIT D
Guarantee of LLC Obligations

The Manager Member of the LLC is instructed to pay the following obligations in the following order:

1. All Taxes for Sales, payroll, personal property , Unemployment, Excise, annual report fee
2. All mortgages by the due date
3. All leases related to the LLC
4. All Wages & Salaries
5. All other outstanding bills
6. All Withdrawals by the Owners

EXHIBIT E
Members time commitment and responsibilities

Phillip-Michael Blume will commit his full time to the LLC. All disbursements in excess of \$1,000.00 (except for supplies) will have to be agreed by all members, should there be more than one member. All members can review expenses substantiation.

EXHIBIT F
Members Matters Vote

All Members must vote for any loans, purchase of equipment, change of suppliers and discharge of employees.

EXHIBIT G

At present there are no guaranteed payments from the LLC or loans to the LLC from the members.

EXHIBIT H
Members Draws

Draws will be allowed only upon the satisfaction of the payments required in exhibit D.

Business Plan

EXECUTIVE SUMMARY

Company Overview

DayDreamz Estates LLC (“DDE”) is a Massachusetts limited liability company that is applying for multiple license types from the Commonwealth of Massachusetts Cannabis Control Commission to operate an Adult-Use Recreational Marijuana Establishment.

DDE and its affiliated entities are applying for the following License Types;

- Marijuana Cultivator at 68 Sandisfield Rd, Sandisfield Massachusetts
- Marijuana Product Manufacturer at 68 Sandisfield Rd, Sandisfield Massachusetts

DDE will maintain the company in good standing with the Massachusetts Secretary of the Commonwealth, the Department of Revenue, and the Department of Unemployment Assistance. DDE will apply for all state and local permits and approvals required to build out and operate the facility. DDE will also work cooperatively with various municipal departments to ensure that the proposed facility complies with all state and local codes, rules and regulations with respect to design, renovation, operation, and security.

DDE is prepared to position itself as a narrow differentiator within the flourishing Massachusetts recreational cannabis marketplace. Through a highly experienced team working under a well-defined platform of values and mission, the organization will evolve into a long-standing family run business for years to come. In doing so, DDE looks forward to working cooperatively with the Town of Sandisfield to help all stakeholders of the business profit beyond just dollars and cents.

Organizational Mission: Through prudent stewardship by DDE's senior leadership with a heavy focus on our employees and customers, the organization is committed to social justice, inclusion, and delivering value to the market by providing consistent high quality affordable cannabis to consumers who are 21 years of age or older.

In pursuit of the mission, the organization will focus on its core values that include:

- Human Engagement and Talent Management
 - Recruiting and Training Qualified and Diverse Staff
 - Low Staff Turnover
- Customer Centric Fundamentals
 - Product Mix Aligned with Consumer Demands
 - Affordability
 - Data Analytics
- Corporate Social Responsibility Initiatives
 - Local Hiring Preferences for Vendors and Staff
 - Diverse Employee Pool
 - Promotion of Inclusion/Equity
 - Expungement Efforts
- Environmental Initiatives
 - Energy Consumption Efforts
- Community Engagement
 - Active Corporate Citizen in the Community
 - Transparent and Constant Communication with Town Officials
 - Open Dialogue with Local Interest Groups

TEAM

DDE has put together a team to implement the operations of the Marijuana Establishment and intends to create approximately 15 full-time staff positions within the first three years of operation. No Person or Entity Having Direct or Indirect Control over DDE's team is or will be a controlling person with over more than three licenses in a particular class of license.

Philip Blume – Managing Member – Chief Executive Officer

Phillip is a Western MA native, coming from a lineage of commercial electricians with experience in management and oversight in large scale construction since the age of 18. Licensed for almost 10 years. Starting his journey in the cannabis industry by transplanting himself to Paso Robles, California in 2010, is where he found his passion for cultivating and processing marijuana. Bringing this Passion back to the Berkshires, Phillip continued to integrate his knowledge of growing cannabis with extensive training in the healing art of yoga therapy and electrical work. Through his past years of knowledge gained, Phillip helped built and managed a commercial recreational cannabis farm in Sheffield MA, with over 70,000 sq ft of sun grown cannabis. Professionally trained in the METRC operational system, Phillip is a well-rounded force of the industry, believing intention and high vibrational cannabis to be an integral part of today's evolving society.

Operational Overview

DDE will establish inventory controls and procedures for the conduct of inventory reviews and comprehensive inventories of marijuana products in the process of cultivation and finished, stored marijuana; conduct a monthly inventory of marijuana in the process of cultivation and finished, stored marijuana; conduct a comprehensive annual inventory at least once every year after the date of the previous comprehensive inventory; and promptly transcribe inventories if taken by use of an oral recording device.

DDE will tag and track all marijuana seeds, clones, plants, and marijuana products using Metrc and in a form and manner approved by the Commission.

No marijuana product, including marijuana, will be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000.

DDE will maintain records which will be available for inspection by the Commission upon request. The records will be maintained in accordance with generally accepted accounting principles and maintained for at least 12 months or as specified and required by 935 CMR 500.000.

DDE will obtain and 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, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy will be no higher than \$5,000 per occurrence. If adequate coverage is unavailable at a reasonable rate, DDE will place in escrow at least \$250,000 to be expended for liabilities coverage (or such other amount approved by the Commission). Any withdrawal from such escrow will be replenished within 10 business days of any expenditure.

DDE will keep reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000.

DDE will provide adequate lighting, ventilation, temperature, humidity, space, and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110.

DDE has secured bonding as required under 935 CMR 500.105: *General Operational Requirements for Marijuana Establishments*.

DDE and DDE agents will at all times comply with all local rules, regulations, ordinances, and bylaws.

Benefits to the Host Community

DDE looks forward to working cooperatively with the Town of Sandisfield to ensure that DDE operates as a responsible, contributing member of the community. DDE desires to establish a mutually beneficial relationship with the Town of Sandisfield in exchange for permitting DDE to open its marijuana dispensary.

The Town of Sandisfield stands to benefit in various ways, including but not limited to the following:

1. *Jobs*: The facility will add approximately 15 full-time jobs, in addition to hiring qualified, local contractors and vendors.
2. *Monetary Benefits*: A Host Community Agreement with significant monetary donations will provide the Town of Sandisfield with additional financial benefits beyond local property taxes.
3. *Community Participation & Outreach*: DDE will make charitable contributions to the Town of Sandisfield based organizations, participate in charitable events as a sponsor and generally look for opportunities to enhance social equity in the community.
4. *Access to Quality Product*: DDE will allow qualified consumers in the Commonwealth to have access to high quality marijuana and marijuana products that are tested for cannabinoid content and contaminants.

5. Control: In addition to the Commission, the the Town of Sandisfield Police Department and other municipal departments will have oversight over DDE's security systems and processes.
6. Responsibility: DDE is composed of experienced professionals who will be thoroughly background checked and scrutinized by the Commission.
7. Economic Development: DDE's operation of its facility will contribute to the overall economic development and economic sustainability of the Town of Sandisfield.

MARKET RESEARCH

Market Analysis

DDE anticipates that its primary customers will be retail brick and mortar as well as wholesale and retail delivery partners. While the primary partnerships may have a regional focus, DDE hopes to establish a product footprint across the entire Massachusetts marketplace.

Product Offerings

In addition to traditional sativa, indica, and hybrid cannabis flower, DDE will offer a wide range of products that will allow DDE to serve customers with a wide variety of needs.

Products DDE intends to offer include, but will not be limited to:

- | | |
|---|--|
| 1. Concentrates | 7. Sprays |
| 2. Topical Salves | 8. Inhalation Ready to Use Extracted Hash Oils |
| 3. Creams and Lotions | 9. Pre-Dosed Oil Vaporizers |
| 4. Patches | 10. Ingestion Capsules |
| 5. Oral Mucosal and Sublingual Dissolving Tablets | 11. Infused Food and Beverages |
| 6. Tinctures | |

Pricing Structure

DDE's pricing structure will vary based on market conditions. DDE plans to provide products of superior quality and will price accordingly.

Proposed Business Hours (Subject to Municipal Regulation)

Monday: 8:00 a.m. to 9:00 p.m.	Friday: 8:00 a.m. to 9:00 p.m.
Tuesday: 8:00 a.m. to 9:00 p.m.	Saturday: 8:00 a.m. to 9:00 p.m.
Wednesday: 8:00 a.m. to 9:00 p.m.	Sunday: 10:00 a.m. to 9:00 p.
Thursday: 8:00 a.m. to 9:00 p.m.	

Growth Strategy

In addition to the organization's core mission, DDE's plans to grow the company through:

1. Strong and consistent horticultural best practices;
2. Intelligent, targeted, and compliant cultivation programs;
3. An exemplary product experience;

Communication

DDE will engage in reasonable marketing, advertising, and branding practices that do not jeopardize the public health, welfare, or safety of the general public, or promote the diversion of marijuana or marijuana use in individuals younger than 21 years old. Any such marketing, advertising, and branding created for viewing by the public will include the statement: "Please Consume Responsibly," in a conspicuous manner on the face of the advertisement and will include a minimum of two of the warnings, located at 935 CMR 500.105(4)(a), in their entirety in a conspicuous manner on the face of the advertisement.

All marketing, advertising, and branding produced by or on behalf of DDE will include the following warning, including capitalization, in accordance with M.G.L. c. 94G, § 4(a½)(xxvi): "This product has not been analyzed or approved by the Food and Drug Administration (FDA). There is limited information on the side effects of using this product, and there may be associated health risks. Marijuana use during pregnancy and breast-feeding may pose potential harms. It is against the law to drive or operate machinery when under the influence of this product. KEEP THIS PRODUCT AWAY FROM CHILDREN. There may be health risks associated with consumption of this product. Marijuana can impair concentration, coordination, and judgment. The impairment effects of edible marijuana may be delayed by two hours or more. In case of accidental ingestion, contact poison control hotline 1-800-222-1222 or 9-1-1. This product may be illegal outside of MA."

DDE will seek events where 85% or more of the audience is reasonably expected to be 21 years of age or older, as determined by reliable, current audience composition data. At these events, DDE will market its products and services to reach a wide range of qualified consumers.

DDE will communicate with customers through:

1. A company run website;
2. A company blog;
3. Popular cannabis discovery networks such as WeedMaps and Leafly;
4. Popular social media platforms such as Instagram, Facebook, Twitter, and SnapChat; and
5. Opt-in direct communications.

DDE will provide a catalogue and a printed list of the prices and strains of marijuana available to consumers and will post the same catalogue and list on its website and in the retail store.

Sales

DDE will ensure that all marijuana products that are provided for sale to consumers are sold in tamper or child-resistant packaging. Packaging for marijuana products sold or displayed for consumers, including any label or imprint affixed to any packaging containing marijuana products or any exit packages, will not be attractive to minors.

Packaging for marijuana products sold or displayed for consumers in multiple servings will allow a consumer to easily perform the division into single servings and include the following statement on the exterior of the package in a printed font that is no smaller than ten-point Times New Roman, Helvetica, or Arial, including capitalization: "INCLUDES MULTIPLE SERVINGS." DDE will not sell multiple serving beverages and each single serving of an edible marijuana product contained in a multiple-serving package will be marked, stamped, or otherwise imprinted with the symbol issued by the Commission under 935 CMR 500.105(5) that indicates that the single serving is a marijuana product. In no instance will an individual serving size of any marijuana product contain more than five (5) milligrams of delta-nine tetrahydrocannabinol.

DDE places a premium on cleanliness, hygiene, and proper product storage to achieve and maintain successful operation of the business. In addition to regularly sanitizing surfaces with products kept separately and away from Marijuana, DDE staff will ensure personal hygiene including washing hands throughout the day and before handling or dispensing any Marijuana.

Logo

DDE has developed a logo to be used in labeling, signage, and other materials such as letterhead and distributed materials.

The logo is discreet, unassuming, and does not use medical symbols, images of marijuana, related paraphernalia, or colloquial references to cannabis or marijuana.

DDE's logo can be seen below:

FINANCIAL PROJECTIONS

Year 1 - 2021	Yr 1	Yr 2	Yr 3
Total Square Feet of Canopy	15,000	20,000	20,000
Number of Harvests Per Year	1	1	5
Annual Yield / Gram / Square Foot of Canopy Per Harvest	45	50	55
Loss Rate	20%	15%	10%
Annual Yield / Gram / Square Foot of Canopy Per Harvest w/ Loss	36	42.5	49.5
Annual Yield in Grams of Total BioMass	540,000	850,000	4,950,000
Annual Yield in Lbs of Sellable Flower - 70%	833	1,872	10,903
Annual Yield in Lbs of Extractable Material - 30%	357	749	4,361
Annual Total Extractable Material in Grams	162,000	340,000	1,980,000
Total Oil from Extractable Material in Grams	16,200	34,000	198,000
Total Oil from Extractable Material in Milligrams	12,150,000	25,500,000	148,500,000
Wholesale Market Rate Per Lb	\$ 3,500.00	\$ 3,200.00	\$ 2,750.00
Wholesale Market Rate per Milligram of 100% THC Oil	\$0.05	\$0.04	\$0.03
Annual Gross Revenue From Sellable Flower	\$ 2,914,096.92	\$ 5,991,189.43	\$ 29,983,480.18
Annual Gross Revenue from 100% THC Oil	\$ 607,500.00	\$ 1,020,000.00	\$ 4,455,000.00
Gross Revenue	\$ 3,521,596.92	\$ 7,011,189.43	\$ 34,438,480.18
Gross Revenue	\$ 3,521,596.92	\$ 7,011,189.43	\$ 34,438,480.18
COGS Per Lb	\$ (1,000.00)	\$ (750.00)	\$ (700.00)
COGS per Milligram of Oil	\$ (0.01)	\$ (0.01)	\$ (0.01)
Annual COGS per Lb of Sellable Flower	\$ (832,599.12)	\$ (1,404,185.02)	\$ (7,632,158.59)
Annual COGS per Lb of 100% THC Oil	\$ (121,500.00)	\$ (255,000.00)	\$ (1,485,000.00)
TOTAL COGS	\$ (954,099.12)	\$ (1,659,185.02)	\$ (9,117,158.59)
Gross Margin	\$ 2,567,497.80	\$ 5,352,004.41	\$ 25,321,321.59
Gross Margin %	72.91%	76.34%	73.53%
Non-Operation Expenses			
Host Community Agreement	\$ (105,647.91)	\$ (210,335.68)	\$ (1,033,154.41)
Interest Expense	\$ -	\$ -	\$ -
Total Non-Operating Expenses	\$ (105,647.91)	\$ (210,335.68)	\$ (1,033,154.41)
Operating Expenses			
Selling, General & Administrative			
Payroll & Benefits	\$ (250,000.00)	\$ (300,000.00)	\$ (350,000.00)
Land/Rental Expense	\$ (50,000.00)	\$ (50,000.00)	\$ (50,000.00)
Supplies/Packaging	\$ (50,000.00)	\$ (50,000.00)	\$ (50,000.00)
Marketing	\$ (140,863.88)	\$ (280,447.58)	\$ (1,377,539.21)
Insurances - Crop/Finished Goods/Loss	\$ (60,000.00)	\$ (60,000.00)	\$ (60,000.00)
Depreciation	\$ -	\$ -	\$ -
Amortization	\$ -	\$ -	\$ -
Total Operating Expenses	\$ (550,863.88)	\$ (740,447.58)	\$ (1,887,539.21)
Total Expenses	\$ (656,511.78)	\$ (950,783.26)	\$ (2,920,693.61)
Operating Profit	\$ 1,910,986.01	\$ 4,401,221.15	\$ 22,400,627.97
Income Taxes	\$ 821,723.99	\$ 1,892,525.09	\$ 9,632,270.03
Net Operating Income After Taxes (NOPAT)	\$ 1,089,262.03	\$ 2,508,696.05	\$ 12,768,357.94
EBITDA	\$ 1,910,986.01	\$ 4,401,221.15	\$ 22,400,627.97
EBITDA %	54.26%	62.77%	65.05%

**All figures are in US dollars. Please note that such figures are draft projections.*



72 River Park Street Needham MA 02494
617-500-1824

Cannabis Control Commission
Union Station,
2 Washington Square,
Worcester, MA 01604

RE: DAYDREAMZ ESTATES LLC (Tier 3 Outdoor Cultivation)

Please be informed that the above referenced applicant has made formal application through our general brokerage for general liability and product liability insurance with minimum limits of \$1,000,000 per occurrence, and \$2,000,000 annual aggregate, and application for additional excess liability limits. In accordance with 935 CMR 500.101(1); 935 CMR 500.105(10), the deductible for each policy can be no higher than \$5,000 per occurrence. The below underwriters have received this application and are expecting to provide proposals within the coming weeks. DAYDREAMZ ESTATES LLC has purchased a bond through our brokerage with a bond limit in compliance with the Commission's request. We look forward to providing liability coverage to DAYDREAMZ ESTATES LLC as soon as a bindable proposal is available.

Quadscore Insurance Services
Cannasure Insurance Services, Inc.
Next Wave Insurance Services LLC
Canopius US Insurance Company
United Specialty Insurance Company

Best Regards,

James Boynton

James Boynton
Managing Broker
MA Insurance License #1842496

DayDreamz Estates LLC

MAINTAINING OF FINANCIAL RECORDS

DayDreamz Estates LLC (“DayDreamz” or the “Company”) policy is to maintain financial records in accordance with 935 CMR 500.105(9)(e). The records will include manual or computerized records of assets and liabilities, monetary transactions; books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices and vouchers; sales records including the quantity, form, and cost of marijuana products; and salary and wages paid to each employee, or stipend, executive compensation, bonus, benefit, or item of value paid to any any persons having direct or indirect control over the marijuana establishment.

Furthermore, DayDreamz will implement the following policies for Recording Sales:

- (a) DayDreamz will utilize a point-of-sale system approved by the Commission, in consultation with the Massachusetts Department of Revenue (“DOR”).
- (b) DayDreamz may also utilize a sales recording module approved by the DOR.
- (c) DayDreamz will not utilize any software or other methods to manipulate or alter sales data at any time or under any circumstances.
- (d) DayDreamz will conduct a monthly analysis of its equipment and sales data to determine that no software has been installed that could be utilized to manipulate or alter sales data and that no other methodology has been employed to manipulate or alter sales data. DayDreamz will maintain records that it has performed the monthly analysis and produce it upon request to the Commission. If DayDreamz 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. it will immediately disclose the information to the Commission;
 - ii. it will cooperate with the Commission in any investigation regarding manipulation or alteration of sales data; and
 - iii. take such other action directed by the Commission to comply with 935 CMR 500.105.
- (e) DayDreamz will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- (f) DayDreamz will adopt separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales.
- (g) DayDreamz will allow the Commission and the DOR audit and examine the point-of-sale system used by a retailer in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

Following the closure of DayDreamz, all records will be kept for at least two years, at DayDreamz’s sole expense, and in a form and location acceptable to the Commission, in accordance with 935 CMR 500.105(9)(g). DayDreamz shall keep financial records for a minimum of three years from the date of the filed tax return, in accordance with 830 CMR 62C.25.1(7) and 935 CMR 500.140(5)(e).

DayDreamz Estates LLC

PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

DayDreamz Estates LLC (“DayDreamz” or the “Company”) has drafted and instituted these personnel policies to provide equal opportunity in all areas of employment, including hiring, recruitment, training and development, promotions, transfers, layoff, termination, compensation, benefits, social and recreational programs, and all other conditions and privileges of employment, in accordance with applicable federal, state, and local laws. DayDreamz shall make reasonable accommodations for qualified individuals with demonstrated physical or cognitive disabilities, in accordance with all applicable laws. In accordance with 935 CMR 500.101(3)(a), DayDreamz is providing these personnel policies, including background check policies, for its Marijuana Establishment.

Management is primarily responsible for seeing that equal employment opportunity policies are implemented, but all members of the staff share the responsibility for ensuring that, by their personal actions, the policies are effective and apply uniformly to everyone. Any employee, including managers, that DayDreamz determines to be involved in discriminatory practices are subject to disciplinary action and may be terminated. DayDreamz strives to maintain a work environment that is free from discrimination, intimidation, hostility, or other offenses that might interfere with work performance. In keeping with this desire, we will not tolerate any unlawful harassment of employees by anyone, including any manager, co-worker, vendor or DayDreamz.

In accordance with 935 CMR 500.105 (1), General Operational Requirements for Marijuana Establishments, Written Operating Procedures, as a Marijuana Establishment, DayDreamz has and follows a set of detailed written operating procedures for each location. DayDreamz has developed and will follow a set of such operating procedures for each facility. DayDreamz’s operating procedures shall include, but are not necessarily limited to the following:

- (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 and waste disposal 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 for transfer and inventory 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)(d);
- (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:
 - 1. Diverted marijuana, which shall be reported to law enforcement officials and to the Commission;
 - 2. Engaged in unsafe practices with regard to operation of the Marijuana

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Establishment, which shall be reported to the Commission; or

3. 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 any other jurisdiction. (m) A list of all board members and executives of a Marijuana Establishment, and members, if any, of the licensee shall be made available upon request by any individual. 935 CMR 500.105(1) (n) 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), to be available upon inspection.

(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:

1. 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;
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;
3. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.

In accordance with 935 CMR 500.105(2)(b), all of DayDreamz's current agents, managers and employees involved in the handling and sale of marijuana will successfully complete a Responsible Vendor Training Program, and once designated a "Responsible Vendor." Once a marijuana establishment is designated a Responsible Vendor, all of DayDreamz's Agents that are involved in the handling and sale of marijuana for adult use will successfully complete the Basic Core Curriculum within 90 days of hire. This program shall then be completed at a minimum of eight hours by DayDreamz's agents annually, with the exception for agents classified as Administrative Employees, may participate in the Responsible Vendor Training Program on a voluntary basis. DayDreamz shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(b)(4)(g). Responsible vendor training shall include: marijuana's effect on the human body; diversion prevention; compliance with all tracking requirements; identifying acceptable forms of ID, including spotting and confiscating fraudulent ID; and key state and local laws affecting marijuana establishment agents..

All employees of DayDreamz will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(1). All marijuana establishment agents will complete a training course administered by DayDreamz and complete a Responsible Vendor Program in compliance with 935 CMR 500.105(2)(b). Employees will be required to receive a minimum of eight hours of on-going training annually pursuant to 935 CMR 500.105(2)(a).

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana

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Establishments, Recordkeeping, DayDreamz's personnel records will be available for inspection by the Commission, upon request. DayDreamz's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following DayDreamz 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 of DayDreamz's marijuana establishment agents. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with DayDreamz and shall include, at a minimum, the following:
 - a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - b. documentation of verification of references;
 - c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - e. documentation of periodic performance evaluations;
 - f. a record of any disciplinary action taken; and
 - g. notice of completed Responsible Vendor Training Program and in-house training for DayDreamz agents required under 935 CMR 500.105(2).
3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures, including at a minimum, the following:
 - a. Code of Ethics;
 - b. Whistle-blower policy and
5. All background check reports obtained in accordance with M.G.L. c. 6 §172, 935 CMR 500.030.

Following closure of a Marijuana Establishment, all records will be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission. DayDreamz understands that in the event that DayDreamz were to close, all records will be kept for at least two years at the expense of DayDreamz and in a form and location acceptable to the Commission.

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QUALIFICATIONS AND TRAINING

DayDreamz Estates LLC (“DayDreamz” or the “Company”) shall, pursuant to 935 CMR 500.105(2)(a), ensure that all marijuana establishment agents complete the minimum training requirements prior to performing job functions. Marijuana establishment agents will receive a total of eight hours of training that will be tailored to the role and responsibilities of the designated job function at DayDreamz. Marijuana Establishment agents will be trained for one week before acting as an agent. At a minimum, marijuana establishment agents shall receive a total of eight hours of on-going training annually. New marijuana establishment agents will receive employee orientation prior to beginning work with DayDreamz. Each department manager will provide orientation for agents assigned to their department. Orientation will include a summary overview of all the training modules.

In accordance with 935 CMR 500.105(2)(b)(1), all current marijuana establishment agents of DayDreamz involved in the handling and sale of marijuana at the time of licensure or licensure renewal, will have successfully completed a Responsible Vendor Training (“RVT”) Program, and be designated a “responsible vendor.” In accordance with 935 CMR 500.105(2)(b)(1)(a)-(c), a marijuana establishment agent at DayDreamz will be enrolled in the Basic Core Curriculum of the RVT program, and successfully complete the course within 90 days of hire. Upon the completion of the Basic Core Curriculum, the marijuana establishment agent will be eligible to enroll in the Advanced Core Curriculum if DayDreamz deems it appropriate. Administrative employees at DayDreamz, that do not handle or sell marijuana, may voluntarily participate in the four-hour RVT requirement, but may take a Responsible Vendor Training Program.

DayDreamz will comply with 935 CMR 500.105(2)(b)(3) by requiring all marijuana establishment agents who have completed the Basic Core Curriculum, and are involved in the handling and sale of marijuana enroll in and complete the four-hour RVT requirement annually. This will ensure that DayDreamz maintains its designation as a Responsible Vendor.

DayDreamz shall maintain records of responsible vendor training compliance, pursuant to 935 CMR 500.105(2)(a)(5). Responsible vendor training shall include: marijuana’s effects on the human body; diversion prevention and prevention of sales to minors; compliance with seed-to-sale tracking requirements; identifying acceptable forms of ID along with spotting and confiscating fraudulent ID; and key state and local laws.

All of DayDreamz’s employees will be registered as marijuana establishment agents, in accordance with 935 CMR 500.030. All DayDreamz employees will be duly registered as marijuana establishment agents and have to complete a background check in accordance with 935 CMR 500.030(2). All registered agents of DayDreamz shall meet suitability standards of 935 CMR 500.800.

Training will be recorded and retained in the marijuana establishment agents’ files. DayDreamz shall retain all training records for four (4) years as required by 935 CMR 500.105(2)(a)(5). All marijuana establishment agents will have continuous quality training and a minimum of 8 hours annual on-going training.

DayDreamz Estates LLC

RESTRICTING ACCESS TO AGE 21 OR OLDER

DayDreamz Estates LLC (“DayDreamz” or “the Company”) is a marijuana establishment as defined by 935 CMR 500.002. The Company sets forth the following policies and procedures for restricting access to marijuana and marijuana infused products to individuals over the age of twenty-one (21) pursuant to the Cannabis Control Commission’s (the “Commission”) regulations at 935 CMR 500.105(1)(p). This regulation states that written operating procedures for the Company shall include “[p]olicies and procedures to prevent the diversion of marijuana to individuals younger than 21 years old.”

A. COMPLIANCE WITH 935 CMR 500.105(1)(p)

The Company incorporates and adopts herein by reference, all of the provisions for the prevention of diversion outlined in the Company’s Standard Operating Procedure for the Prevention of Diversion. The provisions detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion apply to the prevention of diversion of marijuana and marijuana infused products to all minors and all individuals under the age of twenty-one (21).

B. SPECIFIC PROVISIONS FOR RESTRICTING ACCESS TO AGE 21 AND OLDER

As stated above, the Company incorporates herein, all provisions for the prevention of diversion of marijuana and marijuana infused product to individuals under the age of twenty-one (21) as detailed in the Company’s Standard Operating Procedure for the Prevention of Diversion. Specific provisions regarding restricting access to individuals age twenty-one (21) and older include the following:

1. The Company will only employ marijuana establishment agents, as defined by the Commission’s definitions at 935 CMR 500.002, who are at least twenty-one (21) years old.
2. The Company will only allow visitors, age twenty-one (21) or older, at the Company’s facilities. The Company defines visitors in accordance with the Commission’s definitions at 935 CMR 500.002. The Company will designate an authorized agent to check the identification of all visitors entering the Company’s facilities and entry shall only be granted to those aged twenty-one (21) or older. Acceptable forms of currently valid identification include:
 - a. A motor vehicle license;
 - b. A liquor purchase identification card;
 - c. A government-issued identification card;
 - d. A government-issued passport; and
 - e. A United States-issued military identification card.

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Energy Compliance Plan

DayDreamz Estates LLC (“DayDreamz” or the “Company”) will work with our architect and engineer to identify as many energy saving strategies as possible. In addition, DayDreamz will implement, as much as is feasible, the following energy saving strategies:

- Increasing or adding insulation
- Installing “smart” thermostats to identify periods where heating/cooling loads can be reduced
- Installing LED lighting
- Ensuring that the restrooms use low flow toilets and sinks
- Coordinating with the HVAC contractor to identify any energy saving opportunities
- Evaluating the efficacy of switching the kitchen(s) in the space to on-demand hot water heaters
- Installing Photovoltaic panels and solar water heaters
- Increase daylight into work areas
- Minimize night work
- Source raw materials from suppliers that also implement energy saving measures, to the extent such materials are commercially available and the cost is feasible
- DayDreamz intends to do some cultivation in greenhouses which will help save energy by harnessing the power of the sun.
- DayDreamz plans to have solar array and backup battery system in outdoor office security shed and maintenance shed.

In the future, any replacements or upgrades of heating/cooling, lighting, plumbing, will include energy efficiency as part of its criteria for evaluation.

DayDreamz will investigate rooftop solar arrays to generate electricity, and rooftop solar hot water to provide both hot water and heat for the space. In addition, it will have wind turbine electricity supplement.

DayDreamz acknowledges that if a Provisional License is issued, DayDreamz, at the Architectural Review stage, will submit further information to demonstrate actual consideration of energy reduction opportunities, use of renewable energy and renewable energy generation, including a list of opportunities that were considered and information that demonstrates actual engagement with energy efficiency programs and any financial incentives received. This information will include whether opportunities are being implemented, will be implemented at a later date, or are not planned to be implemented.

DayDreamz will also include a summary of information that was considered to make the decision (i.e. costs, available incentives, and bill savings). DayDreamz will engage in either a MassSave audit or coordinate with our local municipal electric company to conduct an audit,

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which will be included in the energy compliance plan to be drafted by a Massachusetts licensed architect or engineer.

As part of our written operating procedures we will conduct an annual energy audit and request regular meetings with our municipal utilities to identify energy efficiency programs, incentives, opportunities, and areas for DayDreamz to optimize its energy usage.

DayDreamz is committed to considering how to optimally use energy early in the facility design process and continually assess new opportunities for reduced energy usage and costs.

DayDreamz will use best management practices to reduce energy and water usage, engage in energy consideration, and mitigate other environmental impacts.

DayDreamz will meet all applicable environmental laws and regulations; receive permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, as a requirement of obtaining a final license.

DIVERSITY PLAN

DayDreamz Estates LLC (“DayDreamz” or the “Company”) is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make DayDreamz a leader and champion of diversity, both locally and throughout the broader Massachusetts cannabis industry.

Town Specific Data - According to City-DataUSA, Sandisfield has a population of 915 people. The ethnic makeup of Sandisfield is: White alone 95.6%, Hispanic 1.1%, Black alone 0.9%. 46.4% of the population is Female and 53.6% are Male.

DayDreamz’s commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/Metrics as stated below, and adjusted as needed if necessary:

Goal One: Achieve at least 50% of our staffing needs from women

Programs to Achieve Diversity Goal One:

- Provide on-site interactive workshops, twice a year at DayDreamz’s Establishment at a date and time determined by DayDreamz management. These workshops would cover such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
- Increase diversity of the make-up of our staff by actively seeking out people of Latinx background and women, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs at least once a year and as frequently as needed as staffing needs dictate.
- Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.

Measurements:

- *Qualitative Metrics:* Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of DayDreamz’s strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years’ results to allow DayDreamz to adjust our programs in the event that our goals are not being achieved.
- *Quantitative Metrics:* We will strive to achieve at least 50% of our staffing needs from women.
- The personnel files shall be evaluated on a semi-annual basis to determine how many employees are women that occupy positions within the company and that number shall be divided by DayDreamz’s total staffing at its facility to determine the percentage achieved.

Is our goal objectively reasonable?

DayDreamz’s goal of hiring 50% women to compromise our staffing needs at our Establishment is objectively reasonable because of the facts (the demographics listed in the paragraph above) and our ability to advertise job positions quarterly in several of the following publications: *Professional Diversity Network, Diversity Jobs, Beyond.com.*

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DayDreamz acknowledges that the progress or success of our plan will be documented upon renewal (one year from provisional licensure, and each year thereafter).

DayDreamz will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.

DayDreamz acknowledges that any actions taken, or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

DayDreamz Cultivation LLC

QUALITY CONTROL AND TESTING

Pursuant to 935 CMR 500.160, DayDreamz Estates LLC (“DayDreamz” or “the Company”) will not sell or market any marijuana product that has not been tested by licensed Independent Testing Laboratories. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana and Marijuana Products, as amended in November 2016 and published by the Massachusetts Department of Public Health. Every marijuana product sold will have a set of specifications which define acceptable quality limits for cannabinoid profile, residual solvents, metals, bacteria, and pesticides. DayDreamz shall implement a written policy for responding to laboratory results that indicate contaminant levels that are above acceptable levels established in DPH protocols identified in 935 CMR 500.160(1) and subsequent notification to the Commission of such results. Results of any tests will be maintained by DayDreamz for at least one year in accordance with 935 CMR 500.160 (5). All transportation of marijuana to or from testing facilities shall comply with 935 CMR 500.105(13) and any marijuana product returned to DayDreamz by the testing facility will be disposed of in accordance with 935 CMR 500.105(12). DayDreamz shall never sell or market adult use marijuana products that have not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

DayDreamz’s policies include requirements for handling of marijuana, pursuant to 935 CMR 500.105(3), including sanitary measures that include, but are not limited to: hand washing stations; sufficient space for storage of materials; removal of waste; clean floors, walls and ceilings; sanitary building fixtures; sufficient water supply and plumbing; and storage facilities that prevent contamination. All DayDreamz staff will be trained and ensure that marijuana and marijuana products are handled with the appropriate food handling and sanitation standards. DayDreamz will ensure the proper equipment and storage materials, including adequate and convenient hand washing facilities; food-grade stainless steel tables; and temperature- and humidity- control storage units, refrigerators, and freezers.

DayDreamz’s Director of Compliance will provide quality control oversight over all marijuana products purchased from wholesale suppliers and sold to licensed adult-use cannabis retail establishments within the Commonwealth of Massachusetts. All DayDreamz staff will immediately notify the Director of Compliance of any actual or potential quality control issues, including marijuana product quality, facility cleanliness/sterility, tool equipment functionality, and storage conditions. All issues with marijuana products or the facility will be investigated and immediately rectified by the Director of Compliance, including measures taken, if necessary, to contain and dispose of unsafe products. The Director of Compliance will closely monitor product quality and consistency, and ensure expired products are removed and disposed.

Pursuant to 935 CMR 500.120(14), DayDreamz will provide a quality control sample of marijuana flower to its employees for the purpose of ensuring product quality and determining whether to make the product available to consumers. Such quality control samples will not be consumed by DayDreamz staff on the premises, be sold to another licensee or consumer, and will be tested in accordance with 935 CMR 500.160. All quality control samples provided to DayDreamz staff will be assigned a sequential alphanumeric identifier and entered into the Seed-to-Sale SOR in a manner determined by the Commission, and will be designated as a “Quality Control Sample.” All quality control samples will have a label affixed to them in accordance with 935 CMR 500.120(14)(e). Upon providing a quality control sample to DayDreamz staff, DayDreamz will record the reduction in quantity of the total weight or item under the alphanumeric sequence associated with the quality control sample, the date and time the sample was given to the employee, the agent registration number of the employee receiving the sample, and the

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name of the employee.

All DayDreamz staff will receive relevant quality assurance training and provide quality assurance screening of marijuana flower, to ensure it is well cured and free of seeds, stems, dirt, and contamination, as specified in 935 CMR 500.105(3)(a), and meets the highest quality standards. All staff will wear gloves when handling marijuana and marijuana products, and exercise frequent hand washing and personal cleanliness, as specified in 935 CMR 500.105(3)(b)(2). All phases of cultivation, processing, and packaging of marijuana will take place in a limited access area of DayDreamz.

DayDreamz management and inventory staff will continuously monitor quality assurance of marijuana products and processes, and prevent and/or mitigate any deficiencies, contamination, or other issues which could harm product safety.

Any spoiled, contaminated, dirty, spilled, or returned marijuana products are considered marijuana waste and will follow DayDreamz procedures for marijuana waste disposal, in accordance with 935 CMR 500.105(12). Marijuana waste will be regularly collected and stored in the secure-access, locked inventory vault.

Pursuant to 935 CMR 500.105(11)(a)-(e), DayDreamz shall provide adequate lighting, ventilation, temperature, humidity, space and equipment, in accordance with applicable provisions of 935 CMR 500.105 and 500.110. DayDreamz will have a separate area for storage of marijuana that is outdated, damaged, deteriorated, mislabeled, or contaminated, or whose containers or packaging have been opened or breached, unless such products are destroyed. DayDreamz storage areas will be kept in a clean and orderly condition, free from infestations by insects, rodents, birds and any other type of pest. The DayDreamz storage areas will be maintained in accordance with the security requirements of 935 CMR 500.110.

All testing results will be maintained by DayDreamz for no less than one year in accordance with 935 CMR 500.160(3).

Pursuant to 935 CMR 500.160(11), no marijuana product shall be sold or marketed for sale that has not first been tested and deemed to comply with the Independent Testing Laboratory standards.

DayDreamz will ensure that only the leaves and flowers of the female plant are processed accordingly in a safe and sanitary manner as prescribed below:

- a. Well cured and generally free of seeds and stems;
- b. Free of dirt, sand debris, and other foreign matter;
- c. Free of contamination by mold, rot, other fungus, and bacterial diseases;
- d. Prepared and handled on food-grade stainless steel tables; and
- e. Packaged in a secure area. 935 CMR 500.105(3)

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, in accordance with 935 CMR 500.105(12) and 935 CMR 500.105(3).

All contact surfaces, shall be maintained, cleaned and sanitized as frequently as necessary to protect against contamination, pursuant to 935 CMR 500.105(3).

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All toxic items shall be identified, held and stored in a manner that protects against the contamination of marijuana. 935 CMR 500.105(3)

DayDreamz will provide its employees with adequate, readily accessible toilet facilities, 935 CMR 500.105(3).

In accordance with 935 CMR 500.105(3), the storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

DayDreamz will notify the Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary. 935 CMR 500.160(2)

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RECORD KEEPING PROCEDURES

DayDreamz Estates LLC (“DayDreamz” or the “Company”) records shall be available to the Cannabis Control Commission (“CCC”) upon request pursuant to 935 CMR 500.105(9). DayDreamz shall maintain records in accordance with generally accepted accounting principles. All written records required in any section of 935 CMR 500.000 are subject to inspection, in addition to written operating procedures as required by 935 CMR 500.105(1), inventory and transfer records as required by 935 CMR 500.105(8) and seed-to-sale SOR Electronic tracking system records for all marijuana products are required by 935 CMR 500.105(8)(e).

Personnel records will also be maintained, in accordance with 935 CMR 500.105(9)(d), including but not limited to job descriptions and/or employment contracts each employee, organizational charts, staffing plans, periodic performance evaluations, verification of references, employment contracts, documentation of all required training, including training regarding privacy and confidentiality agreements and the signed statement confirming the date, time and place that training was received, record of disciplinary action, notice of completed responsible vendor training and eight-hour duty training, personnel policies and procedures, including at a minimum the following: code of ethics; and whistle-blower policy, and background checks obtained in accordance with 935 CMR 500.030. Personnel records will be maintained for at least 12 months after termination of the individual’s affiliation with DayDreamz, in accordance with 935 CMR 500.105(9)(d)(2). Additionally, business records will be maintained in accordance with 935 CMR 500.105(9)(e) as well as waste disposal records pursuant to 935 CMR 500.105(9)(f), as required under 935 CMR 500.105(12).

VISITOR LOG

DayDreamz will maintain a visitor log that documents all authorized visitors to the facility, including outside vendors, contractors, and visitors, in accordance with 935 CMR 500.110(4)(e). All visitors must show proper identification and be logged in and out; that log shall be available for inspection by the Commission at all times.

REAL-TIME INVENTORY RECORDS

DayDreamz will maintain real-time inventory records, including at minimum, an inventory of all marijuana plants, marijuana seeds, and clones in any phase of development, marijuana and marijuana products received from wholesalers, ready for sale to wholesale customers, and all damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal, in accordance with 935 CMR 500.105(8)(c) and (d). Real-time inventory records may be accessed via METRC, the Commonwealth’s seed-to-sale tracking software of record. DayDreamz will continuously maintain hard copy documentation of all inventory records. The record of each inventory shall include, at a minimum, the date of inventory, a summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.

MANIFESTS

DayDreamz will maintain records of all manifests for no less than one year and make them available to the Commission upon request, in accordance with 935 CMR 500.105(13)(f). Manifests will include, at a minimum, the originating Licensed Marijuana Establishment Agent’s (“LME”) name, address, and registration number; the names and registration number of the marijuana establishment agent who transported the marijuana products; the names and registration number of the marijuana establishment agent who prepared the manifest; the destination LME name, address, and registration number; a description of marijuana products being transported, including the weight and form or type of product;

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the mileage of the transporting vehicle at departure from origination LME and the mileage upon arrival at the destination LME, as well as the mileage upon returning to the originating LME; the date and time of departure from the originating LME and arrival at destination LME; a signature line for the marijuana establishment agent who receives the marijuana; the weight and inventory before departure and upon receipt; the date and time that the transported products were re-weighted and re-inventoried; the name of the LME agent at the destination LME who re-weighted and re-inventoried products, and the vehicle make, model, and license plate number. DayDreamz will maintain records of all manifests.

INCIDENT REPORTS

DayDreamz will maintain incident reporting records notifying appropriate law enforcement authorities and the Commission about any breach of security immediately, and in no instance, more than 24 hours following the discovery of the breach, in accordance with 935 CMR 500.110(9). Incident reporting notification shall occur, but not be limited to, during the following occasions: discovery of discrepancies identified during inventory; diversion, theft, or loss of any marijuana product; any criminal action involving or occurring on or in the Marijuana Establishment premises; and suspicious act involving the sale, cultivation, distribution, processing or production of marijuana by any person; unauthorized destruction of marijuana; any loss or unauthorized alteration of records relating to marijuana; an alarm activation or other event that requires response by public safety personnel or security personnel privately engaged by the Marijuana Establishment; the failure of any security alarm due to a loss of electrical power or mechanical malfunction that is expected to last more than eight hours; or any other breach of security.

DayDreamz shall, within ten calendar days, provide notice to the Commission of any incident described in 935 CMR 500.110(9)(a) by submitting an incident report in the form and manner determined by the Commission which details the circumstances of the event, any corrective action taken, and confirmation that the appropriate law enforcement authorities were notified. DayDreamz shall maintain all documentation relating to an incident for not less than one year or the duration of an open investigation, whichever is longer, and made available to the Commission and law enforcement authorities upon request.

TRANSPORTATION LOGS

In the event that DayDreamz operates its own vehicle to transport marijuana products, it will maintain a transportation log of all destinations traveled, trip dates and times, starting and ending mileage of each trip, and any emergency stops, including the reason for the stop, duration, location, and any activities of personnel existing the vehicle, as required by 935 CMR 500.105(13). DayDreamz shall retain all transportation logs for no less than a year and make them available to the Commission upon request.

SECURITY AUDITS

DayDreamz will, on an annual basis, obtain at its own expense, a security system audit by a vendor approved by the Commission, in accordance with 935 CMR 500.110(10). A report of the audit will be submitted, in a form and manner determined by the Commission, no later than 30 calendar days after the audit is conducted. If the audit identifies concerns related to DayDreamz's security system, DayDreamz will also submit a plan to mitigate those concerns within ten business days of submitting the audit.

CONFIDENTIAL RECORDS

DayDreamz will ensure that all confidential information, including but not limited to employee personnel records, financial reports, inventory records and manifests, business plans, and other documents are kept safeguarded and private, in accordance with 935 CMR 500.105(1)(l). All confidential hard copy records

DayDreamz Estates LLC

will be stored in lockable filing cabinets within the Director of Compliance's Office. No keys or passwords will be left in locks, doors, in unrestricted access areas, unattended, or otherwise left accessible to anyone other than the responsible authorized personnel. All confidential electronic files will be safeguarded by a protected network and password protections, as appropriate and required by the Commission. All hard copy confidential records will be shredded when no longer needed.

Following the closure of the Marijuana Establishment, all records will be kept for at least two years at DayDreamz's sole expense and in a form and location acceptable to the Commission, pursuant to 935 CMR 500.105(9)(g).

DayDreamz will keep these waste records for at least three years, in accordance with 935 CMR 500.105(12).

Pursuant to 935 CMR 500.105(9), DayDreamz will maintain the following personnel records:

- a. Job descriptions for each agent;
- b. A personnel record for each agent.
- 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.

DayDreamz will maintain the following business records as set out in 935 CMR 500.105(9):

- a. Assets and liabilities;
- b. Monetary transactions;
- c. Books of accounts;
- d. Sales records; and
- e. Salary and wages paid to each employee.