



Massachusetts Cannabis Control Commission

Marijuana Retailer

General Information:

License Number: MR284206
Original Issued Date: 06/10/2025
Issued Date: 06/10/2025
Expiration Date: 06/10/2026

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Ember Gardens Boston LLC

Phone Number: 978-886-0385
Email Address: dgillan@embergardens.com

| | | |
|---|--|---------------------------------|
| Business Address 1: 297 Newbury Street | Business Address 2: First Floor | |
| Business City: Boston | Business State: MA | Business Zip Code: 02115 |
| Mailing Address 1: 254 Newhill Avenue | Mailing Address 2: | |
| Mailing City: Somerset | Mailing State: MA | Mailing Zip Code: 02726 |

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: 51
Percentage Of Control: 51
Role: Owner / Partner
Other Role:

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: Joseph

Last Name: Hoffman

Suffix:

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of the Capital Provided: \$15000

Percentage of Initial Capital: 51

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: Ember Gardens Holdings LLC

Entity DBA:

Email: info@embergardens.com

Phone: 774-488-9226

Address 1: 254 Newhill Ave.

Address 2:

City: Somerset

State: MA

Zip Code: 02726

Types of Capital: Monetary/Equity

Other Type of Capital:

Total Value of Capital Provided: \$13382

Percentage of Initial Capital: 45.5

Capital Attestation: Yes

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Daniel

Last Name: Gillan

Suffix:

Marijuana Establishment Name: Fuego Farms, Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 2

First Name: Daniel

Last Name: Gillan

Suffix:

Marijuana Establishment Name: Fuego Farms, Inc.

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 3

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Fuego Farms Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 4

First Name: Shane

Last Name: Hyde

Suffix:

Marijuana Establishment Name: Fuego Farms Inc.

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 5

First Name: George

Last Name: Friedlander

Suffix:

Marijuana Establishment Name: Fuego Farms Inc.

Business Type: Marijuana Cultivator

Marijuana Establishment City: Middleborough

Marijuana Establishment State: MA

Individual 6

First Name: George

Last Name: Friedlander

Suffix:

Marijuana Establishment Name: Fuego Farms Inc.

Business Type: Marijuana Product Manufacture

Date generated: 07/03/2025

Page: 3 of 10

Marijuana Establishment City: Middleborough Marijuana Establishment State: MA

Individual 7

First Name: Daniel Last Name: Gillan Suffix:

Marijuana Establishment Name: Ember Gardens Delivery LLC Business Type: Other

Marijuana Establishment City: Middleboro Marijuana Establishment State: MA

Individual 8

First Name: Shane Last Name: Hyde Suffix:

Marijuana Establishment Name: Ember Gardens Delivery LLC Business Type: Other

Marijuana Establishment City: Middleboro Marijuana Establishment State: MA

Individual 9

First Name: George Last Name: Freidlander Suffix:

Marijuana Establishment Name: Ember Gardens Delivery LLC Business Type: Other

Marijuana Establishment City: Middleboro Marijuana Establishment State: MA

Individual 10

First Name: Daniel Last Name: Gillan Suffix:

Marijuana Establishment Name: Ember Gardens Cape Cod LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Orleans Marijuana Establishment State: MA

Individual 11

First Name: Shane Last Name: Hyde Suffix:

Marijuana Establishment Name: Ember Gardens Cape Cod LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Orleans Marijuana Establishment State: MA

Individual 12

First Name: George Last Name: Friedlander Suffix:

Marijuana Establishment Name: Ember Gardens Cape Cod LLC Business Type: Marijuana Retailer

Marijuana Establishment City: Orleans Marijuana Establishment State: MA

Individual 13

First Name: Daniel Last Name: Gillan Suffix:

Marijuana Establishment Name: Ember Gardens NBP LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: New Bedford Marijuana Establishment State: MA

Individual 14

First Name: Shane Last Name: Hyde Suffix:

Marijuana Establishment Name: Ember Gardens NBP LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: New Bedford Marijuana Establishment State: MA

Individual 15

First Name: George Last Name: Friedlander Suffix:

Marijuana Establishment Name: Ember Gardens NBP LLC Business Type: Marijuana Product Manufacture

Marijuana Establishment City: New Bedford Marijuana Establishment State: MA

Individual 16

First Name: Daniel Last Name: Gillan Suffix:

Marijuana Establishment Name: Ember Gardens NBR LLC Business Type: Marijuana Retailer

Marijuana Establishment City: New Bedford Marijuana Establishment State: MA

Individual 17

First Name: Shane Last Name: Hyde Suffix:
Marijuana Establishment Name: Ember Gardens NBR LLC Business Type: Marijuana Retailer
Marijuana Establishment City: New Bedford Marijuana Establishment State: MA

Individual 18

First Name: George Last Name: Friedlander Suffix:
Marijuana Establishment Name: Ember Gardens NBR LLC Business Type: Marijuana Retailer
Marijuana Establishment City: New Bedford Marijuana Establishment State: MA

Individual 19

First Name: Daniel Last Name: Gillan Suffix:
Marijuana Establishment Name: Ember Gardens Production LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Deerfield Marijuana Establishment State: MA

Individual 20

First Name: Shane Last Name: Hyde Suffix:
Marijuana Establishment Name: Ember Gardens Production LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Deerfield Marijuana Establishment State: MA

Individual 21

First Name: George Last Name: Friedlander Suffix:
Marijuana Establishment Name: Ember Gardens Production LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Deerfield Marijuana Establishment State: MA

Individual 22

First Name: Daniel Last Name: Gillan Suffix:
Marijuana Establishment Name: Ember Gardens Production LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Deerfield Marijuana Establishment State: MA

Individual 23

First Name: Shane Last Name: Hyde Suffix:
Marijuana Establishment Name: Ember Gardens Production LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Deerfield Marijuana Establishment State: MA

Individual 24

First Name: George Last Name: Friedlander Suffix:
Marijuana Establishment Name: Ember Gardens Production LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Deerfield Marijuana Establishment State: MA

Individual 25

First Name: Daniel Last Name: Gillan Suffix:
Marijuana Establishment Name: JTJD LLC Business Type: Other
Marijuana Establishment City: Boston Marijuana Establishment State: MA

Individual 26

First Name: Shane Last Name: Hyde Suffix:

Marijuana Establishment Name: JTJD LLC **Business Type:** Other
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

Individual 27

First Name: Joseph **Last Name:** Hoffman **Suffix:**
Marijuana Establishment Name: JTJD LLC **Business Type:** Other
Marijuana Establishment City: Boston **Marijuana Establishment State:** MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 297 Newbury Street
Establishment Address 2:
Establishment City: Boston **Establishment Zip Code:** 02115
Approximate square footage of the establishment: 1300 **How many abutters does this property have?:** 200
Have all property abutters been notified of the intent to open a Marijuana Establishment at this address?: Yes

HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Certification of Host Community Agreement | HCA Cert_EMBER Gardens_EXECUTED.pdf | pdf | 60676d5d21aec245a96c8a09 | 04/02/2021 |
| Community Outreach Meeting Documentation | 20210402152504_001.pdf | pdf | 60676fda21aec245a96c8a16 | 04/02/2021 |
| Community Outreach Meeting Documentation | EmberGardensHCAUpdate1.pdf | pdf | 60be5bf9384f2636315c6de8 | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensHCAUpdate2.pdf | pdf | 60be5bf9d96e5535e03963c1 | 06/07/2021 |
| Community Outreach Meeting Documentation | Newspaper Receipt.pdf | pdf | 60be5c892f000f35f6562c3f | 06/07/2021 |
| Community Outreach Meeting Documentation | 297 Newbury Second Community Meeting Flyer stamped.pdf | pdf | 60be5cb42f000f35f6562c43 | 06/07/2021 |
| Plan to Remain Compliant with Local Zoning | 1_ - Plan to Remain Compliant with Local Zoning (1).pdf | pdf | 60be5e2570eb6e3601abf3f0 | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensMailReceiptsRedacted-1R.pdf | pdf | 60be68195f6249360c0516c5 | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensMailReceiptsRedacted-2R.pdf | pdf | 60be681abcbc5a36179112a5 | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensMailReceiptsRedacted-3R.pdf | pdf | 60be681b86c10c3617e684bb | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensMailReceiptsRedacted-4R.pdf | pdf | 60be681d1c4d833622ce9d2d | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensMailReceiptsRedacted-5R.pdf | pdf | 60be6820b0ce31363c8e1d85 | 06/07/2021 |
| Community Outreach Meeting Documentation | EmberGardensMailReceiptsRedacted-6R.pdf | pdf | 60be682cd96e5535e0396447 | 06/07/2021 |
| Community Outreach | EmberGardensMailReceiptsRedacted-7R.pdf | pdf | 60be682de03d9635ef5bf329 | 06/07/2021 |

| | | | | |
|-----------------------|---|-----|--------------------------|------------|
| Meeting Documentation | | | | |
| Community Outreach | Ember Gardens Community Outreach Info.pdf | pdf | 60be6c685f6249360c0516fb | 06/07/2021 |
| Meeting Documentation | | | | |
| Executed HCA | Ember Gardens 2024 HCA.pdf | pdf | 671002b85fdc620008d91553 | 10/16/2024 |

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.: \$

POSITIVE IMPACT PLAN

Positive Impact Plan:

| Document Category | Document Name | Type | ID | Upload Date |
|--------------------------|--|------|--------------------------|-------------|
| Plan for Positive Impact | 2_- Plan for Positive Impact (Update 12_17_24).pdf | pdf | 67620024f119160008398e15 | 12/17/2024 |

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner Other Role:

First Name: Daniel Last Name: Gillan Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:

First Name: George Last Name: Friedlander Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: Owner / Partner Other Role:

First Name: Shane Last Name: Hyde Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Owner / Partner Other Role:

First Name: Joseph Last Name: Hoffman Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company Other Role:

Entity Legal Name: Ember Gardens Holdings LLC Entity DBA:

Entity Description: A DE Incorporated Limited Liability Company based in Massachusetts

Phone: 774-488-9226

Email: shyde@embergardens.com

Primary Business Address 1: 254 Newhill Avenue

Primary Business Address 2:

Primary Business City: Somerset

Primary Business State: MA

Principal Business Zip Code:

02726

Additional Information: This entity is the parent company for the Ember Gardens licenses in the MA market

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Department of Revenue - Certificate of Good standing | Dept. of Revenue Certificate of Good Standing.pdf | pdf | 60678f4503415644ba104c64 | 04/02/2021 |
| Articles of Organization | Ember Gardens LLC Certificate of Organization (from state).pdf | pdf | 60678f5716d4db44ccf55c68 | 04/02/2021 |
| Bylaws | Operating Agreement Ember Gardens Boston LLC Signed.pdf | pdf | 60678f7749891145972353d0 | 04/02/2021 |
| Secretary of Commonwealth - Certificate of Good Standing | Sec. of Commonwealth Certificate of Good Standing.pdf | pdf | 606c6c8e2e84db44a04c63f6 | 04/06/2021 |
| Department of Revenue - Certificate of Good standing | UI Letter of Good Standing.pdf | pdf | 60be6bfeb6e6643629230e2c | 06/07/2021 |
| Bylaws | EGB CAP Table 12.17.24.pdf | pdf | 67620095f119160008398ec3 | 12/17/2024 |

No documents uploaded

Massachusetts Business Identification Number: 001450566

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|------------------------------|---|------|--------------------------|-------------|
| Business Plan | 3_ - Business PlanRS.pdf | pdf | 606790028d8557457dbb6691 | 04/02/2021 |
| Plan for Liability Insurance | 5_ - Plan for Obtaining Liability Insurance.pdf | pdf | 6067906321aec245a96c8abe | 04/02/2021 |
| Proposed Timeline | 4_ - Proposed Timeline (12.10.24).pdf | pdf | 6758c729790d8600087e416d | 12/10/2024 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|--|------|--------------------------|-------------|
| Restricting Access to age 21 and older | 8_ - Restricting Access to Adults Age 21 & Older.pdf | pdf | 6067916bbd015444c5501d13 | 04/02/2021 |
| Security plan | 9 - Security Plan.pdf | pdf | 6067917686f403457678ac3a | 04/02/2021 |
| Separating recreational from medical operations, if applicable | 7_ - Separating Recreational From Medical Operations If Applicable.pdf | pdf | 606791a43a37ef458c08416b | 04/02/2021 |
| Plan for obtaining marijuana or | 6_ - Plan for Obtaining Marijuana or | pdf | 606791b05997354560762f1d | 04/02/2021 |

| | | | | |
|--|--|-----|--------------------------|------------|
| marijuana products | Marijuana Products.pdf | | | |
| Inventory procedures | 13_ - Inventory Procedures.pdf | pdf | 606792069cefd04567d4bb90 | 04/02/2021 |
| Quality control and testing | 14_ - Quality Control and Testing.pdf | pdf | 6067920d86f403457678ac42 | 04/02/2021 |
| Dispensing procedures | 15_ - Dispensing Procedures.pdf | pdf | 606792178d8557457dbb669b | 04/02/2021 |
| Personnel policies including background checks | 16_ - Personnel Policies.pdf | pdf | 60679229a6d53445a21e223e | 04/02/2021 |
| Energy Compliance Plan | 21_ - Energy Compliance Plan.pdf | pdf | 606792eb49891145972353df | 04/02/2021 |
| Prevention of diversion | 10_ - Prevention of Diversion (1).pdf | pdf | 60be6da5b0ce31363c8e1dad | 06/07/2021 |
| Storage of marijuana | 11_ - Storage of Marijuana (1).pdf | pdf | 60be6e5b47412a35e7f02091 | 06/07/2021 |
| Transportation of marijuana | 12_ - Transportation of Marijuana (1).pdf | pdf | 60be6eac86c10c3617e684fd | 06/07/2021 |
| Record Keeping procedures | 17_ - Record Keeping Procedures (1).pdf | pdf | 60be6f6c384f2636315c6e73 | 06/07/2021 |
| Maintaining of financial records | 18_ - Maintaining of Financial Records (1).pdf | pdf | 60be70112f000f35f6562cdb | 06/07/2021 |
| Qualifications and training | 20_ - Qualifications and Training (1).pdf | pdf | 60be705f2f000f35f6562cdf | 06/07/2021 |
| Diversity plan | 19_ - Diversity Plan (12.10.24 updates).pdf | pdf | 6758c75d790d8600087e4212 | 12/10/2024 |

MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

ATTESTATIONS

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

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

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

Notification:

I 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 - PRE FEBRUARY 27, 2024

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

| | |
|---------------------------------|------------------------------|
| Monday From: 10:00 AM | Monday To: 8:00 PM |
| Tuesday From: 10:00 AM | Tuesday To: 8:00 PM |
| Wednesday From: 10:00 AM | Wednesday To: 8:00 PM |
| Thursday From: 10:00 AM | Thursday To: 8:00 PM |
| Friday From: 10:00 AM | Friday To: 8:00 PM |
| Saturday From: 10:00 AM | Saturday To: 8:00 PM |
| Sunday From: 10:00 AM | Sunday To: 8:00 PM |

Host Community Agreement Certification Form

Instructions

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

Certification

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

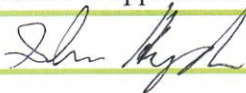
1. Name of applicant:

Ember Gardens Boston LLC

2. Name of applicant’s authorized representative:

Shane Hyde

3. Signature of applicant’s authorized representative:



4. Name of municipality:

Boston

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

Robert Arcangeli



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

Robert Arcangeli

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).*):

robert.arcangeli@boston.gov

8. Host community agreement execution date:

March 16, 2021



Community Outreach Meeting Attestation Form

Instructions

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

Attestation

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

1. The Community Outreach Meeting was held on the following date(s):
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: 10/3/20

b. Name of publication: Boston Herald

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: 10/6/20

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: 10/01/2020

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:

- a. The type(s) of ME or MTC to be located at the proposed address;
- b. Information adequate to demonstrate that the location will be maintained securely;
- c. Steps to be taken by the ME or MTC to prevent diversion to minors;
- d. A plan by the ME or MTC to positively impact the community; and
- e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



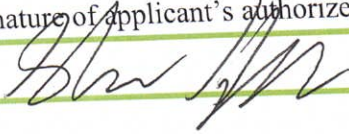
Name of applicant:

Ember Gardens Boston LLC

Name of applicant's authorized representative:

Shane Hyde

Signature of applicant's authorized representative:



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

From: **Lesley Hawkins** <lesley.hawkins@boston.gov>

Date: Mon, Jun 7, 2021 at 7:43 AM

Subject: Re: Community Outreach Information - 297 Newbury

To: Cannabis Board <cannabisboard@boston.gov>, Patrick Fandel <patrick.fandel@boston.gov>, Tracy, Christopher <ctracy@oneillandassoc.com>

Cc: Shane Hyde <shane.hyde.fuego@gmail.com>, Shanice Pimentel <shanice.pimentel@boston.gov>, edward.mcguire@boston.gov <edward.mcguire@boston.gov>

Chris,

I can confirm that approval was given pursuant to the CCC Executive Order to allow this meeting to be conducted virtually. Said approval was provided prior to the meeting being held. This email should suffice.

I obviously defer to ONS regarding the number of attendees.

Thank you,

Lesley

From: Edward McGuire <edward.mcguire@boston.gov>

Sent: Monday, June 7, 2021 12:10:00 PM

To: Tracy, Christopher <ctracy@oneilandassoc.com>

Subject: Meeting numbers

Hey Chris,
I wanted to follow up on our conversation about the number of people at our last meeting for Newbury street location. We had 44 people in attendance. If you need additional information please let me know.

Best of luck,
Ed

--



Edward M McGuire III
Director
Office of Neighborhood Services
[617.635.2682](tel:617.635.2682) (w)

RECEIPT

10/02/20



BOSTON HERALD

Account: **1365965**
 Name: **Shane Hyde**
 Company:

Address: **120 Towne Street**
Apt. 653
STAMFORD, CT 06902

Telephone: **(774) 488-9226**
 Fax:
 Description: **On Tuesday, October 13th, 2020 from**

Date: **10/02/20**
 Start Date: **10/03/20** Stop Date: **10/03/20**
 Class: **1201 - Legal Notices**
 Ad ID: **2072367**
 Ad Taker: **CRASTAMAS**
 Sales Person: **Amanda Stamas (LFC301)**
 Words: **44**
 Lines: **9**
 Agate Lines: **28**
 Depth: **1.0**
 Inserts: **2**
 Blind Box:
 PO Number:

Ad sample

On Tuesday, October 13th, 2020 from 6 to 8 PM, Ember Gardens will conduct a virtual Community Outreach Meeting for a proposed recreational cannabis dispensary at 297 Newbury Street, Boston 02115. The meeting link is <http://bit.ly/297newbury> and the meeting password is 101320

Oct 3

Total: **\$92.16**Paid Amount: **\$0.00**Amount Due: **\$92.16**

Publication

Boston Herald, BostonHerald.com

We Appreciate Your Business!
Thank You Shane Hyde!

RECEIVED

By City Clerk at 10:52 am, Oct 06, 2020

ATTACHMENT B

The Office of Mayor Martin J. Walsh invites you to:

VIRTUAL COMMUNITY MEETING

Tuesday, October 13th, 2020 | 6 p.m. | 297 Newbury Street



Proposal: A recreational cannabis company seeking to open an appointment-only retail location at 297 Newbury Street in the Back Bay neighborhood of Boston. The company has previously received its licenses from the state to cultivate and manufacture cannabis in Plymouth County. The location is in compliance with the buffer regulations set forth in the Boston Zoning Code, with the site not being located within 500 feet of a pre-existing K-12 school or within a half-mile of an existing Cannabis Establishment.

Meeting Link:

<http://bit.ly/297newbury>

Meeting Password:

101320

If you cannot attend this meeting, have any questions or comments about this proposal, or need interpretation services, please contact in advance:

Shanice Pimentel

Mayor's Office of Neighborhood Services
(617) 635-2679 | shanice.pimentel@boston.gov

Please note, the City does not represent the owner(s)/developer(s)/attorney(s)/applicant(s). The purpose of this meeting is to get community input and listen to the resident's positions on this proposal. This flyer has been dropped off by the proponents per the city's request.

Plan to Remain Compliant with Local Zoning

Summary of applicants steps to ensure ongoing compliance:

Ember Gardens understands that it will be the job of all of the executive level employees and compliance manager to stay up to date with the most current local and state bylaws regarding Marijuana operations. Ember Gardens, throughout this process and ongoing, will ensure compliance with local zoning using our team of compliance experts and experienced executives.

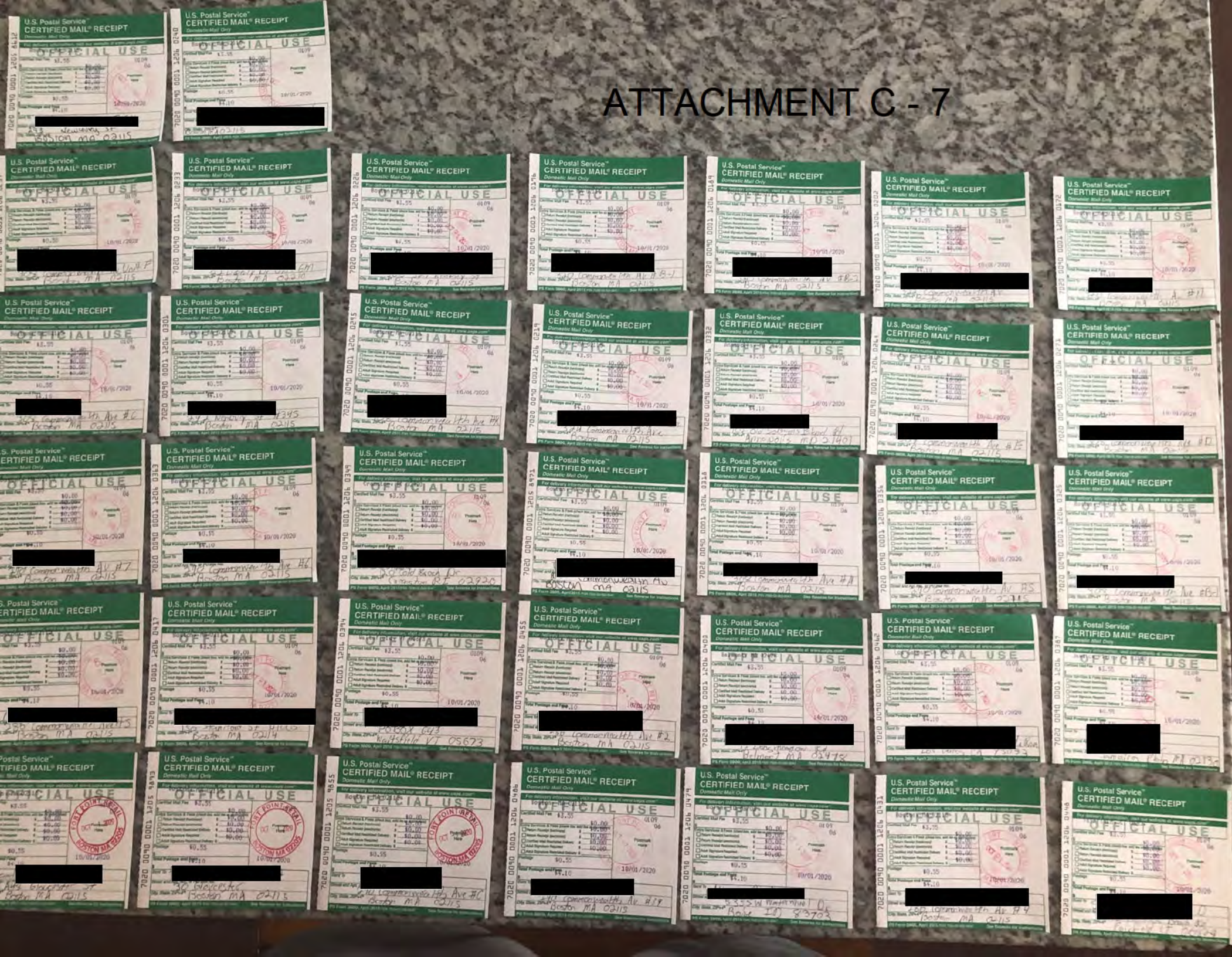
Overview

- The Ember Gardens location has been confirmed by the city of Boston as being located outside the 500 feet buffer zone of any pre-existing public or private school providing education in kindergarten or any of grades 1 through 12. Distances shall be determined from the nearest lot line of the proposed establishment to the nearest lot line of an existing establishment or school. This was one of the conditions of securing an HCA from the Boston Cannabis Board which was signed in March 2021.
- Prior to opening Ember Gardens will secure buffer zone relief on the City of Boston's zoning bylaw that requires marijuana establishments to be more than a half-mile from each other.
- Use approval shall be applicable to the applicant only.
- This establishment is allowed through the appeal of conditional use through ZBA.

Local Licensing Requirements:

1. Complete online portal application
2. Apply for conditional use permit
3. Submit an appeal to ZBA
4. BCB Approval
5. Negotiation of Host Agreement
6. Zoning Board of Appeals Approval
7. CCC/State Licensing Process
8. Register as a Business in the city of Boston
9. Building Permit
10. Certificate of Occupancy
11. Final CCC inspection

ATTACHMENT C - 7



Ember Gardens Community Outreach Info

Ember Gardens Boston LLC Community Outreach recording for Retail dispensary at 297 Newbury St. Boston.

October 13th 2020 Meeting: <https://www.youtube.com/watch?v=PTnWaG6zn-o>

Plan for Positive Impact

Positive Impact Plan for Ember Gardens

Goal: Restorative justice through high quality education. Ember Gardens intends to provide scholarship funds and internship/training opportunities for 4 students from areas of disproportionate impact in MA to receive workforce or entrepreneurship training in the local cannabis industry. Ember Gardens, with founders that are in the Social Equity Program, has a goal of making a positive impact by providing educational opportunities, and social and restorative justice to Massachusetts residents that were disproportionately impacted by the war on drugs.

We will provide educational access to workforce training to those from areas of disproportionate impact within Massachusetts (as identified by CCC criteria) for any of the following workforce training areas:

- Cannabis Cultivation
- Cannabis Retail
- Cannabis Extraction
- Cannabis Culinary Infusion

Programs: In order to achieve the goal stated above, Ember Gardens will lead two programs. The first is to make a monetary donation to support student scholarships annually and the second is to provide on-site internship opportunities with students in the form of expert internship and mentoring hours.

1. An annual monetary donation of \$4,000 each for students to use at their discretion for cannabis or business courses.
2. On-site internship will support four students sponsored by the scholarship to have 50 hours of EG hands on training designed for employment for one year. The class of students from each of the four areas of workforce training (Cultivation, Retail, Extraction and Culinary Infusion) will be mentored by the experts who work at EG. This will provide those looking to break into the industry invaluable real-world knowledge and skills that can assist certification graduates in getting employment within an industry they are passionate about.

Metrics: To measure the success of our programs we intend to track the following metrics.

1. For Program 1, four students from disproportionate areas of impact within Massachusetts (as identified by the CCC) will participate in the workforce training programs fully free under Ember Gardens sponsorship. Ember Gardens will work to certify these four students so they don't incur any financial burden through our annual donation while receiving this education and training. Ember Gardens will also offer internship opportunities for these students to complete the certificate program. Ember Gardens will receive written documentation that certifies that these students do not incur the financial burden.
 - a. Protocols Implementation Protocol: While implementing this plan, Ember Gardens 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.
 - b. Implementation Protocol: Any actions taken, or programs instituted by Ember Gardens or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Implementation Protocol: All internship students that attend the onsite training portion of the program will be of the age 21 or older, and will undergo the same age verification process all visitors must pass before entering the facility, with the checking/documentation of their legal ID. If the intern does not meet this age requirement, then they will be asked to leave the facility and asked to rejoin the program when they meet the necessary age requirements.

2. For Program 2, at the conclusion of each of the four classes and internship program for each of the four sponsored students, Ember Gardens will evaluate the students performance based on EG driven company metrics of success.
 - a. Protocols Implementation Protocol: While implementing this plan, Ember Gardens 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.
 - b. Implementation Protocol: Any actions taken, or programs instituted by Ember Gardens or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws. Implementation Protocol: All internship students that attend the onsite training portion of the program will be of the age 21 or older, and will undergo the same age verification process all visitors must pass before entering the facility, with the checking/documentation of their legal ID. If the intern does not meet this age requirement, then they will be asked to leave the facility and asked to rejoin the program when they meet the necessary age requirements.
 - c. The plan contains the statement that any actions taken, or programs instituted, by the applicant will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

Internship & Scholarship Program Commitments for Boston residents:

- Full-time Internship: 2 internships per year (Paid internship)
- Part-time Internship: 2 internships per year (Paid internship)

Tracking Employment: We will track employment metrics of all program participants to understand our success rate of the program's ability to get participants placed in the industry.

Beyond tracking employment we will send surveys to assess what different types of wages, management level, industry segment etc of apprentices trained .

Tracking Courses Completed: We will keep track of the effectiveness of our scholarship program by requesting certificates of completion from all participants who receive the stipend.

Recruitment Method Plan

1. We will utilize the EG website (which satisfies 935 CMR 500.105(4)(b)(2) by being placed behind an age gate) to post this role and combine it with a strategy of using different cannabis staffing companies and other partners to locate eligible candidates. In addition, any placement of hiring ads on websites such as Indeed will indicate the age requirements (21+ only) to satisfy 935 CMR 500.105(4)(b)(2) as well as the information concerning the disproportionately impacted areas as stated in number 3 below.
2. As a part of our local hiring plan, we will also provide information about our internship program in our advertisements in areas that have been disproportionately impacted by the war on drugs.
3. 3. The disproportionately impacted communities we will focus on and target for our plan will be the following areas of Boston:
 - a. Table 1. Designated Boston Census Tracts
 - b. Full Census Tract Name 6 Digit Tract
 - c. Census Tract 8.03, Suffolk County, Massachusetts 803
 - d. Census Tract 101.03, Suffolk County, Massachusetts 10103
 - e. Census Tract 101.04, Suffolk County, Massachusetts 10104
 - f. Census Tract 103, Suffolk County, Massachusetts 10300
 - g. Census Tract 104.04, Suffolk County, Massachusetts 10404
 - h. Census Tract 104.05, Suffolk County, Massachusetts 10405
 - i. Census Tract 607, Suffolk County, Massachusetts 60700
 - j. Census Tract 610, Suffolk County, Massachusetts 61000
 - k. Census Tract 611.01, Suffolk County, Massachusetts 61101

- l. Census Tract 702, Suffolk County, Massachusetts 70200
- m. Census Tract 712.01, Suffolk County, Massachusetts 71201
- n. Census Tract 803, Suffolk County, Massachusetts 80300
- o. Census Tract 611.01, Suffolk County, Massachusetts 61101
- p. Census Tract 804.01, Suffolk County, Massachusetts 80401
- q. Census Tract 805, Suffolk County, Massachusetts 80500
- r. Census Tract 806.01, Suffolk County, Massachusetts 80601
- s. Census Tract 808.01, Suffolk County, Massachusetts 80801
- t. Census Tract 815, Suffolk County, Massachusetts 81500
- u. Census Tract 817, Suffolk County, Massachusetts 81700
- v. Census Tract 818, Suffolk County, Massachusetts 81800
- w. Census Tract 819, Suffolk County, Massachusetts 81900
- x. Census Tract 820, Suffolk County, Massachusetts 82000
- y. Census Tract 821, Suffolk County, Massachusetts 82100
- z. Census Tract 901, Suffolk County, Massachusetts 90100
- aa. Census Tract 902, Suffolk County, Massachusetts 90200
- bb. Census Tract 903, Suffolk County, Massachusetts 90300
- cc. Census Tract 904, Suffolk County, Massachusetts 90400
- dd. Census Tract 906, Suffolk County, Massachusetts 90600
- ee. Census Tract 912, Suffolk County, Massachusetts 91200
- ff. Census Tract 914, Suffolk County, Massachusetts 91400
- gg. Census Tract 917, Suffolk County, Massachusetts 91700
- hh. Census Tract 918, Suffolk County, Massachusetts 91800
- ii. Census Tract 919, Suffolk County, Massachusetts 91900
- jj. Census Tract 920, Suffolk County, Massachusetts 92000
- kk. Census Tract 923, Suffolk County, Massachusetts 92300
- ll. Census Tract 924, Suffolk County, Massachusetts 92400
- mm. Census Tract 1001, Suffolk County, Massachusetts 100100
- nn. Census Tract 1002, Suffolk County, Massachusetts 100200
- oo. Census Tract 1006.01, Suffolk County, Massachusetts 100601
- pp. Census Tract 1010.01, Suffolk County, Massachusetts 101001
- qq. Census Tract 1011.01, Suffolk County, Massachusetts 101101
- rr. Census Tract 1011.02, Suffolk County, Massachusetts 101102
- ss. Census Tract 1102.01, Suffolk County, Massachusetts 110201
- tt. Census Tract 1205, Suffolk County, Massachusetts 120500
- uu. Census Tract 9801.01, Suffolk County, Massachusetts 980101
- vv. Census Tract 9803, Suffolk County, Massachusetts 980300
- ww. Census Tract 9811, Suffolk County, Massachusetts 981100
- xx. Census Tract 9817, Suffolk County, Massachusetts 981700
- yy. Census Tract 9818, Suffolk County, Massachusetts 981800



mass.gov/dor

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



EMBER GARDENS BOSTON LLC
254 NEWHILL AVE
SOMERSET MA 02726-2916

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, EMBER GARDENS BOSTON 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



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: 001450566

1. The exact name of the limited liability company is: EMBER GARDENS BOSTON, LLC

2a. Location of its principal office:

No. and Street: 297 NEWBURY STREET
City or Town: BOSTON State: MA Zip: 02115 Country: USA

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

No. and Street: 297 NEWBURY STREET
City or Town: BOSTON State: MA Zip: 02115 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:

THE PURPOSES OF THE COMPANY ARE TO ACQUIRE, OWN, MAINTAIN, DEVELOP, CONSTRUCT, REHABILITATE, RENOVATE, IMPROVE, FINANCE, MANAGE, OPERATE, LEASE, SELL, CONVEY, ASSIGN, MORTGAGE OR OTHERWISE DEAL WITH CANNABIS, DIRECTLY OR INDIRECTLY, INCLUDING THROUGH OTHER LIMITED LIABILITY COMPANIES, CORPORATIONS, JOINT VENTURES, AND GENERAL AND/OR LIMITED PARTNERSHIPS, AND TO CARRY ON ANY RELATED BUSINESS ACTIVITY, AND TO ENGAGE IN ANY OTHER LAWFUL BUSINESS, TRADE, PROFESSION, PURPOSE OR ACTIVITY IN WHICH A LIMITED LIABILITY COMPANY ORGANIZED UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS MAY ENGAGE.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: SAMUEL P. REEF
No. and Street: LAW OFFICE OF SAMUEL P. REEF
77 POND STREET
City or Town: SHARON State: MA Zip: 02067 Country: USA

I, SAMUEL P. REEF, ESQ. 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 | Address (no PO Box) |
|-------|-----------------|---------------------|
|-------|-----------------|---------------------|

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

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|--|---|
| SOC SIGNATORY | SHANE HYDE | 254 NEWHILL AVENUE SOMERSET, MA 02726 USA |

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

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|--|---|
| REAL PROPERTY | SHANE HYDE | 254 NEWHILL AVENUE SOMERSET, MA 02726 USA |

9. Additional matters:

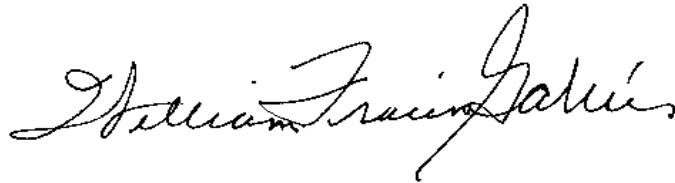
SIGNED UNDER THE PENALTIES OF PERJURY, this 29 Day of July, 2020,
SHANE HYDE

(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:

July 29, 2020 02:34 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EMBER GARDENS BOSTON, LLC

OPERATING AGREEMENT

7/27/2020

The parties to this Operating Agreement, dated _____ are the following:

Fuego Farms Inc. as the sole Managing Member.

Non-Managing Members

Thomas Augustine

Joseph Hoffman

Nicholas Vicario

1. Formation of Company, Etc.

(a) Name and Principal Place of Business. The name of the Company shall be "Ember Gardens Boston, LLC". The principal place of business of the Company shall be 297 Newbury Street, Boston, MA 02115. The Managing Members may at any time change the location of such principal office to another address within the greater Massachusetts metropolitan areas and shall give due notice of any such change to the other Members.

(b) Registered Agent and Office. The registered agent for service of process on the Company in the Commonwealth of Massachusetts shall be Samuel P. Reef, Esquire, 77 Pond Street, Sharon, MA 02067 and the registered office of the Company in the Commonwealth of Massachusetts shall be at 297 Newbury Street, Boston, MA 02115.

(c) Certificate of Organization. The Managing Members and/or Registered Agent shall promptly execute and file a Certificate of Organization of the Company in accordance with the provisions of the Act and shall execute, file, record and publish as appropriate such amendments, certificates, and other documents as are or become necessary or advisable as determined by the Managing Members, including without limitation the annual report of the Company required by Section 12(c) of the Act.

(d) Term. The Company shall continue in full force and effect until dissolved, except that the Company shall be dissolved upon the happening of any of the following events: (i) the sale or other disposition of all the assets of the Company; or (ii) the Withdrawal of a Managing Member, if the Company is not reconstituted with a successor Managing Member pursuant to Section 5(c)(iii) hereof; or (iii) the election to dissolve the Company made in writing by the Managing Members.

2. Purposes. The purposes of the Company are to acquire, own, maintain, develop, construct, rehabilitate, renovate, improve, finance, manage, operate, lease, sell, convey, assign, mortgage or otherwise deal with recreational cannabis retail, directly or indirectly, including through other limited liability companies, corporations, joint ventures, and general and/or limited partnerships, and to carry on any related business activity, and to engage in any other lawful

business, trade, profession, purpose or activity in which a limited liability company organized under the laws of the Commonwealth of Massachusetts may engage.

3. Powers, Duties and Restrictions of the Company and the Managing Members

(a) Powers. In furtherance of the purposes set forth in Section 2, but subject to all other provisions of this Agreement, including without limitation those set out in Section 3(b), the Company is hereby authorized: (i) to acquire, construct, operate, maintain, finance, refinance and improve, and to own, sell, convey, assign, mortgage or lease the Property or any real estate and any personal property necessary, convenient, or incidental to the accomplishment of the purposes of the Company with respect to the Property, (ii) to borrow funds and issue evidences of indebtedness in furtherance of any or all of the purposes of the Company in connection with the Property, including promissory notes and guaranties, and to secure the indebtedness by mortgage, security interest, pledge, or other lien on any property or other assets of the Company, (iii) to decrease, increase, or refinance any loan or any other indebtedness of the Company in connection with the Property and to sell, lease, exchange, or otherwise transfer or convey any, all or substantially all of the assets of the Company, (iv) to employ one or more management agents to manage any or all Company properties or assets, and to pay reasonable arms'-length compensation for such services, (v) to enter into, perform, and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, including without limitation contracts related to management and the provision of brokerage services, provided, that such contracts shall be on terms no less favorable to the Company than arms'-length terms, (vi) to enter into any kind of activity and to perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, so long as such activities and contracts may be lawfully carried on or performed by a limited liability company, to the extent applicable, under the laws of the Commonwealth of Massachusetts, (vii) to bring, defend, and compromise actions, in its own name, at law or in equity, and (viii) to take all actions and do all things necessary or advisable or incident to the carrying out of the purposes of the Company.

(b) Authority and Duties of Managing Members.

(i) Except as otherwise expressly provided in this Agreement, the Managing Members shall manage the affairs of the Company subject to the terms and provisions of this Agreement. The Managing Members, solely, shall be responsible for the selection and supervision of, and shall devote such time as it shall reasonably determine may be necessary to supervise, the activities of any property or asset manager retained by the Company including, without limitation, the inspection of any and all Company properties and assets in order to assure their proper maintenance and repair, the maintenance of books of account for the Company, the preparation of all reports of operations that are to be furnished to the Company pursuant to this Agreement or that are required by any taxing bodies or other governmental agencies or by the terms of any loan, the maintenance of adequate insurance with respect to any and all Company properties and assets pursuant to policies of insurance in form and coverage customary for similar properties and assets, the employment of personnel for the Company, and the doing of all other things that may be necessary or advisable in connection with the supervision of the affairs, business, and property of the Company including the Property. All decisions to be made or actions to be taken by the Managing

Members hereunder shall, if at any time and from time to time there are more than two Managing Members, be made or taken by those Managing Members having a majority of the Percentage Interests in the Company.

(ii) Without limitation of any other rights and powers granted to them, the Managing Members shall have the right and be authorized on behalf of the Company, upon such terms and conditions as they shall deem proper, but subject to all of the restrictions set forth in this Agreement, including, without limitation, the restrictions set forth in Section 3(c) below, to cause the Company to do all things necessary or appropriate to carry on the business and purposes of the Company, including without limitation the following: (i) borrow money on the general credit of the Company for use in the Company business and to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the Company, (ii) purchase any and all real and personal property necessary or appropriate, as determined by the Managing Members in their discretion, in connection with carrying out the purposes of the Company, and finance such purchase, in whole or in part, by giving the seller or any other person or financial institution a security interest in the property so purchased, (iii) make reasonable and necessary capital expenditures, renovations, and improvements with respect to the real and personal property and other assets of the Company including the Property, and take all action reasonably necessary in connection with the maintenance, operation, and management thereof, including entering into lease agreements and tenancies at will; (iv) enter into an agreement with any real estate or asset management firm or firms to be the management agent for any or all of the Company's properties or assets, and to employ such agents, employees, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the Company, and to pay such fees, expenses, salaries, wages and other compensation to such persons as they shall in their sole discretion determine; (v) enter into any contract or agreement between the Company and a Managing Member or any Affiliated Person, so long as such contract or agreement is entered into on terms no less favorable to the Company than arms'-length terms, (vi) lease, sell, finance or refinance all or any portion of the Company's assets including the Property; (vii) singly execute any documents to be filed with the Secretary of State of the Commonwealth, and to singly execute, acknowledge, deliver and record any recordable instrument purporting to affect an interest in real property or the Property, whether to be recorded with a registry of deeds or a district office of the Land Court; and (viii) to take all of the actions, in the name and on behalf of the Company, set forth in or contemplated by Section 3(a) or related or incidental thereto.

(c) Restrictions on Authority of Managing Members. The Managing Member shall owe a fiduciary duty of good faith and fair dealing to the other Members. No additional or substitute Managing Members shall be admitted without the consent of at least Sixty-Six and 66/100 (66.66%) percent of the total percentage interest in the Company and unless such person or entity has first agreed to be bound by this Agreement (and assume the obligations of a Managing Members hereunder) and by all loan documents to the same extent and under the same terms as the other Managing Members. In addition, without the prior consent of at least Sixty-Six and 66/100 (66.66%) percent of the total membership interest in the Company, no Managing Members shall:

- (i) dissolve and wind up the Company; or merge or consolidate the Company with another business entity;

- (ii) sell, exchange, lease (except as otherwise provided in this Agreement), mortgage, pledge or otherwise transfer all or a material part of the assets of the Company;
- (iii) change the nature or purposes of the Company's business;
- (iv) borrow from the Company or commingle Company funds with funds of any other person;
- (v) rent office space except at fair market value rents;
- (vi) file a voluntary petition in bankruptcy on behalf of himself or the Company;
- (vii) admit additional members except as permitted in Section 5(a);
- (viii) acquire more than \$1,000,000.00 of goods or services in any particular transaction or more than \$20,000,000.00 in the aggregate in any twelve month period; or
- (ix) enter into any lease or rental agreement for any building or part of a building owned by the Company without approval of, at least, Sixty-Six and 66/100 (66.66%) percent of the Members.

(d) Managing Members Compensation. The Managing Members shall not be entitled to any compensation for their services hereunder, but shall be entitled to reimbursement for any costs and expenses incurred by them on behalf of the Company upon presentation of appropriate documentation. Without limiting the foregoing, it is agreed and understood that no Managing Members or Affiliated Person shall receive any commission or other fee in connection with the sale, lease, financing, refinancing, or other disposition of all or any part of the Property or in connection with any other Capital Transaction.

(e) Execution of Instruments: Reliance by Third Parties. Any and all instruments executed pursuant to the powers contained herein may create obligations extending beyond the date of any possible termination of this Agreement. Notwithstanding any limitation contained in this Agreement, every agreement relating to property owned by the Company and executed in connection with the Company by the Managing Members, on behalf and in the name of the Company, shall be conclusive evidence in favor of every person relying thereon or claiming thereunder that, at the time of the delivery thereof, this Agreement was in full force and effect, and that the execution and delivery thereof was duly authorized hereunder and that such agreement is binding upon the Company. Any person dealing with the Company or with any Managing Members may rely upon a certificate given by a Managing Member as to his authority to sign documents on behalf of the Company or as to any other fact germane to the Company or the activity of such Member; and no third party shall be obliged to see to the application of any money or property delivered to a Managing Member or to see that any provision of this Agreement has been complied with.

(f) Non-Managing Members. Except as specifically set forth herein, no Member other than a Managing Member shall participate in or have any vote with respect to or any control over the Company business, operations or affairs in any manner whatsoever, except as set forth in this Operating Agreement. No Member other than the Managing Members shall have any authority or right to act for or to bind the Company.

(g) Voting Rights of Managing Members and of Non-Managing Members. For the purpose of this Operating Agreement, both the Managing Members and Non-Managing Members shall have a vote consistent with their respective percentage interests as set forth in Exhibit "A" and, in the event any such share shall be held by two (2) or more individuals, only one (1) shall be designated as the Voting Member; such designation shall be in writing signed by the non-voting Member. Wherever a vote of the Members is required, any Member may vote either in person or by written proxy signed by the Member.

(h) Death of a Managing Member. In the event of the death of one or both of the Managing Members, then an Affiliated Person or Member, to the extent part of the deceased Managing Member's Immediate Family, shall designate, in their sole discretion, a successor Managing Member to serve in their place, and any such appointment shall be effective immediately without the need for a separate writing or the approval of the remaining Managing Member.

4. Members.

(a) Members; Capital.

(i) The Capital Contributions of the Managing Members and Members are set forth on Exhibit A hereto and have been or will be paid to the Company within twenty (20) days from the date hereof.

(ii) Except as provided in Section 5, additional Members may be admitted only by written approval of the Managing Members.

(iii) Each Member shall have an obligation to contribute additional capital to the Company; provided that if the Managing Members determine that the Company requires additional capital, they may request such additional capital from the Members by notice to the Members.

(iv) No interest shall be paid on any Capital Contribution to the Company. No Managing Member or Member shall be liable for Company obligations in excess of the capital contributed by him/her, plus his/her share of profits remaining in the Company, if any, and such other amounts as he/she may be liable for pursuant to the Act. Neither the Managing Members nor any other Member shall have any personal liability for the repayment of the Capital Contribution of any Member, and no Member shall have any obligation to fund any deficit in his/her Capital Account. Each Member hereby waives, for the term of the Company, any right to partition the property of the Company or to commence an action seeking dissolution of the Company under the

Act. No Member shall otherwise do any act detrimental to the best interests of the Company, or which would make it impossible to carry out the purposes or carry on the business of the Company as provided herein.

(v) Should any Member fail to contribute additional capital to the Company, said Member's percentage shares will be sold. The other Managing Members and non Managing Members shall have an option to purchase all of the shares of said Member based upon their pro rate percentage membership. The other Members shall have thirty (30) days to exercise their respective options to purchase. Provided, however, that if said Member's Capital Account is greater than 5%, said Member shall be reimbursed based upon said Members remaining Capital Account.

(vi) Each Members shares may be removed by the Managing Member for cause. The following events or conditions, as determined by the managing members in its reasonable judgment shall constitute "Cause" (with the member under consideration for removal recusing himself): (i) the unreasonable refusal of the Member to perform, or material negligence in the performance of, his duties and responsibilities to the Company under the Operating Agreement, any employment agreement with the company or any independent contractor agreement with any entity through which the member provides services to the Company, (ii) material breach of the such member's fiduciary duties as a member of the company, (iii) conviction of, or plea of nolo contendere to, any felony or any other crime involving personal dishonesty or moral turpitude, (iv) intentional conduct materially harmful to the business, interests or reputation of the company, (v) any conduct which would materially threaten any licenses held by the company or (vi) any failure to otherwise comply with the material terms and conditions of this Operating Agreement, after written notice from the company.

(b) Borrowings and Loans. If any Member shall lend any monies to the Company, the amount of any such loan shall not constitute an increase in the amount of such Member's Capital Contribution nor affect in any way such Member's share of the profits, losses, and distributions of the Company. Any loans by a Member shall be repayable from any available funds of the Company, and the interest rate thereon shall not be greater than the Wall Street Journal Price, fixed at the time of the loan and adjusted every three months thereafter in accordance with the changes of the Wall Street Journal Price unless otherwise agreed.

5. Transferability of Member's Interests

(a) Restrictions on Transfer.

(i) No Member shall have the right to dispose of, sell, alienate, assign, encumber, or otherwise transfer all or any part of his/her interest in the Company (other than assignments by operation of law) to any person or entity, other than another Member, a member of the transferor Member's Immediate Family, or a trust for the benefit of one or more of such Member and his/her Immediate Family, unless prior to such transfer the transferee is approved in writing by the

Managing Members, acting in their absolute discretion.

(ii) The transferee of the Company interest of a Member may become a substituted Member only upon the terms and conditions set forth in this Section 5. The Managing Members (or, in the case of a transfer by a Managing Member, the non-transferring Managing Member or, if none, the Members acting solely by the Consent of the Members) shall have the power, in their sole discretion, to admit or to refuse to admit as substituted Members, transferees who acquire the interest, or any part thereof, of a Member hereunder. Except as otherwise provided in this Section 5, the failure or refusal of the Managing Members to admit an assignee as a substituted Member shall not affect the right of such assignee to receive the share of distributions of the Company to which his/her predecessor in interest would have been entitled; however, the assignee of the assigned interest shall not be entitled to exercise any rights of a Member of the Company (whether as a Managing Member or otherwise), including without limitation the right to vote or consent with respect to any proposed action of the Company, unless and until the assignee is admitted as a substituted Member (in addition, in the case of assignment of an interest of the Managing Members, the transferee shall not be entitled to assume the status of a Managing Member without the Consent of the Members except in the case of death of a Managing Member. From and after the assignment of any interest or portion thereof, the assignor shall not be entitled to exercise any rights of a Member of the Company (whether as a Managing Members or otherwise) in respect of the interest or portion thereof assigned, including without limitation the right to vote or consent with respect to any proposed action of the Company, regardless of whether his/her assignee becomes a substituted Member. An assignee of a Member's interest who does not become a substituted Member as provided herein and who desires to make a further assignment of his/her interest shall be subject to all of the provisions of this Section 5 to the same extent as any Member desiring to make an assignment.

(iii) In addition to the foregoing requirements, the admission of an assignee as a substituted Member shall be conditioned upon the assignee's written acceptance of the terms and provisions of this Agreement and his/her written assumption of the obligations hereunder of his/her assignor. Whether or not a transferee who acquired any interest in the Company has accepted in writing the terms and provisions of this Agreement and assumed in writing the obligations hereunder of his/her predecessor in interest, such transferee shall be deemed, by the acquisition of such interest, to have agreed to be subject to and bound by all the obligations of this Agreement with the same effect as any predecessor in interest of such transferee.

(iv) All costs incurred by the Company in connection with the admission to the Company of a substituted Member pursuant to this Section 5 shall be borne by the transferor Member (and if not timely paid, by the substituted Member), including, without limitation, costs of any necessary amendment hereof, filing fees, if any, and reasonable attorneys' fees.

(b) Additional Restrictions. Anything contained in the foregoing provisions of this Section 5 expressed or implied to the contrary notwithstanding:

(i) In no event shall a sale, transfer, assignment, exchange, or other disposition of any Member's interest take place (A) if such sale, transfer, assignment, exchange, or other disposition

could, in the opinion of tax counsel to the Company, cause a termination of the Company within the meaning of Section 708 of the Code or (B) if the Managing Members determine, based on advice of tax counsel, that such transaction could cause a termination of the Company's status as a partnership or cause the Company to be treated as a publicly traded partnership for federal income tax purposes.

(ii) In no event shall all or any part of a Member's interest in the Company be assigned or transferred to a minor or incompetent.

(iii) Any sale, transfer, assignment, exchange, or other disposition in contravention of any of the provisions of this Section 5 shall be void and ineffectual and shall not bind or be recognized by the Company.

(iv) In no event shall a sale, transfer, assignment, exchange, or other disposition of any Member's interest take place if such sale, transfer, assignment, exchange, or other disposition could put in jeopardy any licenses held by the Company from the Cannabis Control Commission of Massachusetts due to violating the ownership requirements set forth in 935 CMR 500.000

(v) In no event shall a sale, transfer, assignment, exchange, or other disposition of any Member's interest take place if such sale, transfer, assignment, exchange, or other disposition could put in jeopardy any designations assigned to the Company by the City of Boston, such as a Social Equity Designation.

(c) Continuation of the Company.

(i) The liquidation, dissolution, bankruptcy, insolvency, death, or incompetence of any Member, other than the Managing Member, shall not terminate the business of the Company, which shall continue to be conducted upon the terms of this Agreement by the Managing Member.

(ii) No Managing Member shall voluntarily withdraw from the Company or transfer any interest in the Company without the consent of two thirds majority vote.

6. Distributions.

(a) Cash Flow Distributions. Within 15 days after the end of each fiscal quarter, the Company's Cash Flow for such quarter will be determined and distributed to the Members except such amounts as are necessary to maintain a reserve of \$5,000, or such lesser or greater amount as the Managing Members determines necessary to conduct retail cannabis operations. Each distribution of Cash Flow of the Company shall be made to the Members in proportion to their respective percentage interests. Fiscal quarter distributions shall only occur once cannabis retail operations commence.

(b) Proceeds of Capital Transactions. All cash available from a Capital Transaction or from the winding up of the affairs of the Company shall be applied first, to the payment of all debts and liabilities of the Company then due (or required by any lender or creditor to be repaid on account of the applicable Capital Transaction), to the extent deemed reasonable by the Managing Member and second, to be held as reserves for future contingencies, as determined by the Managing Member, provided, that at the expiration of such period of time as the such Managing Member shall reasonably deem advisable, the balance of such reserves remaining after payment (or other satisfaction) of such contingencies shall be distributed in the manner hereinafter set forth in this subsection. The remaining cash available for distribution, if any, shall then be distributed to the Members as provided in subsection (a) above. In the event of any distribution in kind, Capital Account adjustments shall be made in connection therewith by applying the principles of Section 8(c).

7. Allocations of Profits and Losses

(a) Profits. Except as otherwise provided in this Section 7, all profits and credits of the Company (for both accounting and tax purposes) shall be allocated to the Managing Members from time to time (but no less often than quarterly and before (A) making any distribution to the Members, (B) any transfer or redemption of interests in the Company, and (C) any admission of new members to the Company) as follows:

(i) First in proportion to and to the extent of any net prior allocations of losses under Section 7(b) (after taking into account previous allocations under this clause (i));

(ii) Second, to the Managing Members, in proportion to their respective percentage interests in the Company.

(b) Losses. Except as otherwise provided in this Section 7, all losses of the Company (for both accounting and tax purposes) shall be allocated to the Managing Members from time to time (but no less often than once annually and before making any distribution to the Members) as follows:

(i) First in inverse order of any net prior allocations of profits under Section 7(a) (after taking into account previous allocations under this Section 7(1))(i));

(ii) Second, to the Managing Members, in proportion to their respective percentage interests in the Company.

(c) Limitation. Notwithstanding anything otherwise provided in Section 7(b), no Member will be allocated any losses not attributable to Nonrecourse Debt to the extent such allocation (without regard to any allocations based on Nonrecourse Debt) results in such Managing Member's Capital Account (decreased by the items set forth in Treasury Regulations §§ 1.704-1(b)(2)(ii)(d)(4),(5), and (6)) being reduced below the lesser of zero or a deficit in excess of such Managing Member's obligation to restore deficits on the dissolution of the Company (including deemed obligations to restore such deficits under Treasury Regulations §§ 1.704-2(g)(1) and 1.704-

2(i)(5)) (the "Unpermitted Deficit"); any losses not allocable to a Managing Member under this sentence shall be allocated to the other Members in proportion to their outstanding Capital Contributions. In the event any Managing Member's Capital Account is adjusted (by way of distribution, allocation, or otherwise) to create an Unpermitted Deficit, such Managing Member shall, as soon as possible thereafter, be allocated items of Company gross income to eliminate the Unpermitted Deficit. In addition to the foregoing, if, at the end of any fiscal year of the Company, after taking into account all distributions made and to be made in respect of such year but prior to any allocation of profits and losses for such year except that provided above in this paragraph, any Managing Member shall have a negative Capital Account by reason (and to the extent) of allocations of items of loss or deduction attributable in whole or part to Nonrecourse Debt, such Managing Member shall be allocated (or if more than one Managing Member has such a negative Capital Account both such Managing Members shall be allocated ratably between them in accordance with the respective proportions of such negative balances as are attributable to such deductions or losses) that portion of any items of gross income for such year as may be equal to the amount by which the negative balance of such Managing Member's negative Capital Account exceeds the sum of: (i) such Managing Member's allocable share of the aggregate Minimum Gain with respect to all of the assets securing such Nonrecourse Debt, plus (ii) such Managing Member's allocable share of aggregate debt that is Recourse Debt, such allocable share to be determined in accordance with the provisions of Section 752 of the Code, plus (iii) such Managing Member's obligation to restore deficits on the dissolution of the Company. In addition, if there is a net decrease in the Company's aggregate Minimum Gain with respect to all of its assets for a Company taxable year, each Managing Member shall be allocated (to the extent not allocated by the preceding sentence) items of Company income and gain ratably in an amount equal to that Managing Member's share of such net decrease in the manner and to the extent required by Treasury Regulations § 1.704-2(f).

(d) Calculation of Profits and Losses. For all purposes hereof, the Company's profits and losses shall be determined by taking into account all of the Company's items of income and gain (including items not subject to federal income tax) and all items of loss, expense, and deduction, in each case determined under federal income tax principles as applicable to partnerships.

(e) Managing Member Nonrecourse Deductions. Any Managing Member Nonrecourse Deductions for any fiscal year or other period shall be allocated to the Managing Member who (in his capacity, directly or indirectly, as lender, guarantor, or otherwise) bears the economic risk of loss with respect to the loan to which such Managing Member Nonrecourse Deductions are attributable in accordance with Treasury Regulations § 1.704-2(i). If during a Company taxable year there is a net decrease in Managing Member nonrecourse debt minimum gain, that decrease will be charged back among the Managing Members in accordance with Treasury Regulations § 1.704-2(i)(4).

(f) Section 704(c) and Capital Account Revaluation Allocations. The Managing Members agree that to the full extent possible with respect to the allocation of depreciation and gain for federal income tax purposes only, Section 704(c) of the Code shall apply with respect to non-cash property contributed to the Company by any Managing Member. For example, if the tax basis of any

property contributed is less than its agreed value for purposes of determining Capital Accounts (the "704(c) Difference"), (i) on the sale of all or a portion of such property, any tax gain resulting, up to the dollar amount of the 704(c) Difference reduced by any prior allocations under this clause (i) and prior allocations of such Managing Member's share of depreciation under clause (ii) below, shall be specially allocated to the contributing Managing Member, and (ii) any remaining depreciation deductions with respect to such property shall, for each fiscal year, be specially allocated to the other Managing Member to the extent of such depreciation deductions allocated to such other Managing Member for purposes of determining Capital Accounts, up to an amount equal to the 704(c) Difference reduced by prior allocations under this clause (ii) of such share and prior allocations under clause (i) above. For purposes hereof, any allocation of income, 1055 gain or any item thereof to a Managing Member pursuant to Section 704(c) of the Code shall affect only his tax basis in his Company interest and shall not affect his Capital Account in the Company. In addition to the foregoing, if Company assets are reflected in the Capital Accounts of the Managing Members at a book value that differs from the adjusted tax basis of the assets (e.g. because of a revaluation of the Managing Members' Capital Accounts under Treasury Regulations § 1.704-1(b)(2)(iv)(f)), allocations of depreciation, amortization, income, gain or loss with respect to such property shall be made among the Managing Members in a manner consistent with the principles of Section 704(c) of the Code and this subsection.

(g) Notwithstanding anything in this Section 7 to the contrary, the Managing Members shall in the aggregate be allocated, to the extent not otherwise allocated, at least 1% of all profits and losses and all items of income, loss, and credits allocated pursuant to this Section 7. Any such allocation shall be offset by the next subsequent allocation to the Managing Members under subsections (a) and (1,) above, to the extent such offset would be otherwise consistent with this subsection.

8. Dissolution and Winding Up

(a) General. Upon dissolution of the Company in accordance herewith, and unless the business of the Company is continued upon the terms of this Agreement by the unanimous written agreement of all of the Members, the business of the Company shall continue for the sole purpose of winding up its affairs. The winding up process shall be carried out by the Managing Member unless the dissolution is caused by the Withdrawal of the Managing Member, in which case a liquidator shall be appointed for the Company by Consent of the Members (the Managing Members or such liquidator is referred to herein as the "Liquidator"). In winding up the Company's affairs, the liquidator shall, determine whether none, some, or all of the assets of the Company shall be distributed to the Members in kind; every effort shall then be made to dispose of the assets of the Company not being distributed in kind in an orderly manner, having regard to the liquidity, divisibility and marketability of such assets. Any asset to be distributed in kind shall be distributed to the Members in such relative proportions as the Liquidator may determine, so long as the aggregate fair market value of all amounts distributed hereunder is consistent with the Members' overall rights to receive distributions as set forth herein. The Liquidator shall not be entitled to be paid by the Company any fee for services rendered in connection with the liquidation of the Company, but shall be reimbursed by the Company for all third-party costs and expenses incurred by him in connection

therewith and shall be indemnified by the Company with respect to any action brought against him in connection therewith by applying the provisions of Section 10.

(b) Application and Distribution of Company Assets. The assets of the Company in winding up shall be applied or distributed as set forth in Section 6(b).

(c) Capital Account Adjustments. For purposes of determining a Member's Capital Account, if, on liquidation and dissolution, some or all of the assets of the Company are distributed in kind, Company profits (or losses) shall be increased by the profits (or losses) that would have been realized had such assets been sold for their fair market value on the date of dissolution of the Company, as determined by the Liquidator. Such increase shall, except to the extent it reflects tax profits or losses allocated to a Member under Section 7(f), be allocated to the Members in accordance with Section 7(a) or (b) hereof, as applicable, and shall increase (or decrease) their Capital Account balances accordingly prior to calculating any distributions under Section 8(b) hereof.

9. Books, Records and Accounting

(a) Company Books of Account. The Company or the Accountants shall cause to be entered in appropriate books, kept at the Company's principal place of business, all transactions of or relating to the Company. Each Managing Member and/or Member shall have access to and the right, at such Managing Member's or Member's sole cost and expense, to inspect and copy such books and all other Company records during normal business hours; provided that the inspecting Managing Member or Member shall be responsible for any out-of-pocket costs or expenses incurred by the Company in making such books and records available for inspection.

(b) Deposits of Company Funds. All funds of the Company shall be deposited in the Company's name in such checking, money market, or other account or accounts as the Managing Members may from time to time designate; withdrawals shall be made therefrom on such signature or signatures as the Managing Members shall determine.

(c) Fiscal Year. The fiscal year of the Company shall be the calendar year.

(d) Financial Statements: Reports to Members. The Managing Members shall cause to be prepared and sent to each Member financial statements, including the following: (a) monthly operating statements with a copy of a copy of the most recent bank statement within Twenty (20) days of the close of each month (b) within 90 days after the close of each fiscal year, annual reports of the Company, including a balance sheet and the related statements of income and retained earnings and changes in financial position, and (c) annual statements indicating the share of each Member of the net income, net loss, depreciation, gain, loss and other relevant items of the Company for each calendar year for federal income tax purposes, prepared by the Accountants within 90 days after the close of such calendar year; and (d) annual federal and state tax returns on or before the date on which they are due.

(e) Tax Matters Partner. The Managing Member shall be the tax matters partner of the Company for purposes of the Code. The tax matters partner shall be entitled to take such actions on behalf of the Company in any and all proceedings with the Internal Revenue Service as he, in his absolute discretion, deems appropriate without regard to whether such actions result in a settlement of tax matters favorable to some Members and adverse to other Members. The tax matters partner shall not be entitled to be paid by the Company any fee for services rendered in connection with any tax proceeding, but shall be reimbursed by the Company for all third-party costs and expenses incurred by him in connection with any such proceeding and shall be indemnified by the Company with respect to any action brought against him in connection with the settlement of any such proceeding by applying the provisions of Section 10.

(f) Tax Elections. The Managing Member may make all tax elections (including, but not limited to, elections relating to depreciation and elections pursuant to Section 754 of the Code) as they may deem appropriate. Notwithstanding anything contained in Section 7 of this Agreement, any adjustments made pursuant to Section 754 of the Code shall affect only successors in interest.

10. Indemnification. No Managing Members (or any officer, director, shareholder, employee, agent, or affiliate thereof) shall have any liability to the Company or to any Member for any loss suffered by the Company or such Member that arises out of any action or inaction of that Managing Member (or other such person) if the Managing Member (or such other person), in good faith, determined that such course of conduct was in the best interest of the Company and such course of conduct did not constitute gross negligence, recklessness, or willful misconduct of the Managing Members (or such other person). Each Managing Member (and any officer, director, shareholder, employee, agent, or affiliate thereof) shall be indemnified by the Company against any losses, judgments, liabilities, expenses (including, without limitation, reasonable attorneys' fees and court costs) and amounts paid in settlement of any claims sustained by him in connection with the Company in the Managing Member's capacity as a Managing Member thereof, provided that such person acted (or did not act) in good faith in the reasonable belief that such course of conduct was in the best interests of the Company and such course of conduct did not constitute gross negligence, recklessness, or willful misconduct of the Managing Member (or such other person).

11. General

(a) Entire Agreement: Amendments. This Agreement contains the sole and entire agreement of the parties with respect to the subject matter hereof. This Agreement may only be amended by a written agreement signed by the Managing Members.

(b) Binding Agreement. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto and their respective personal representatives, successors in interest and permitted assigns.

(c) Notices. Any and all notices contemplated by this Agreement shall be in writing and shall be deemed adequately given upon receipt when delivered in hand or by telecopy (Email transmission shall suffice) confirmed by one of the other methods for providing notice set forth

herein, or one (1) business day after being sent, postage prepaid, by nationally recognized overnight courier (e.g., Federal Express), or five (5) days after being sent by certified or registered mail, return receipt requested, postage prepaid, to the party or parties for whom such notices are intended. All such notices to Members shall be addressed to the Member's last address of record on the Company books; all such notices to the Company or the Members shall be addressed to the Company or the Members, as applicable, at the address set forth in Section 1(a) or at such other address as such person or entity may have designated by notice given in accordance with the terms of this subsection.

(d) Captions. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provisions hereof.

(e) Governing Law. This Agreement shall be governed by and construed in accordance with the internal substantive laws of the Commonwealth of Massachusetts.

12. Definitions

(a) Cross References to Terms Defined Above

| <u>Term</u> | <u>Section</u> |
|--------------------------|----------------|
| Liquidator..... | 8(a) |
| 704(c) Difference..... | 7(f) |
| Unpermitted Deficit..... | 7(c) |

(b) Other Defined Terms

"Accountants" means the firm of independent certified public accountants appointed by the Managing Members from time to time as accountants to the Company.

"Act" means the Massachusetts Limited Liability Company Act as set forth in Chapter 156C, § 1 et seq. of the Massachusetts General Laws, as amended and in effect from time to time, and any successor statute.

"Additional Capital Contribution" means any Capital Contribution made by a Managing Member or Member after the date hereof pursuant to Section 4(a).

"Affiliated Person" means any (a) Managing Members, (b) member of the Immediate Family of any Managing Members, (c) legal representative, successor, or assignee of any Managing Members or member of such Managing Member's Immediate Family, (d) trustee of a trust established or maintained for the benefit of any Managing Members or member of such Managing Member's Immediate Family, (e) entity of which 10% or more of the voting or beneficial interest is owned by any one or more of the persons referred to in any of the preceding clauses, (f) person who is an officer, director, trustee, employee, stockholder (10% or more) or partner of any entity or

person referred to in any of the preceding clauses, or (g) any person, trust, or entity that bears a relation to a person described in (f) similar to the relation borne by the persons, trusts, and entities described in (b), (c), (d), and (f) to the Managing Members.

"Capital Account" means a separate account maintained for each Managing Member in the manner described in this paragraph. There shall be credited to each Managing Member's Capital Account (i) his Capital Contributions, (ii) his allocable share of Company profits, including any income or gain that is exempt from federal income taxation, and (iii) the amount of any Company liabilities that are assumed by such Managing Member or that are secured by any Company property distributed to such Managing Member. There shall be charged against each Managing Member's Capital Account (i) distributions to him from the Company, (ii) his allocable share of Company losses, including expenditures that are neither deductible nor properly chargeable to Capital Accounts under Section 705(a)(2)(B) of the Code or are treated as such expenditures under Treasury Regulations § 1.704-1(b)(2)(iv)(j), and (iii) the amount of any liabilities of such Managing Member that are assumed by the Company or that are secured by any property contributed by such Managing Member to the Company. In connection therewith, the Managing Members may make adjustments consistent with Treasury Regulations § 1.704-1(b)(2)(iv)(f) upon the occurrence of any event described in subparagraph (5) of such Regulations. Any reference in this Agreement to the Capital Account of a Managing Member shall include the Capital Account of any prior Managing Member in respect of the Company interest of such then Managing Member. Upon the occurrences of any event described in Treasury Regulations §§ 1.704-1~(2)(iv)(d) and (f), the Capital Accounts may be restated by the Managing Members as set forth therein. The foregoing provisions of this definition of Capital Account are intended to satisfy the capital account maintenance requirements of Treasury Regulations § 1.704-(b)(2)(iv) and such provisions shall be modified to the extent required by such Treasury Regulations or any successor provision thereto.

"Capital Contribution" means the amount of cash and the fair market value (as set forth in the applicable documentation relating to such Capital Contribution) of all property contributed to the Company by a Member in his capacity as such at any point in time. All such amounts contributed shall be shown on Exhibit A to this Agreement. Any reference in this Agreement to the Capital Contribution of a then Member shall include a Capital Contribution previously made by any prior Member in respect of the Company interest of such then Member.

"Capital Transaction" means (a) any sale, exchange or other disposition of all or substantially all of the assets of the Company or of any of the Property, (1) any refinancing of any mortgage or any other financing secured by all or substantially all of the assets of the Company or by the Property, or (c) any other extraordinary event. A Capital Transaction shall also include the receipt and collection of notes, if any, and payments thereon or any other consideration received or to be received by the Company upon a sale or other disposition of all or substantially all of the assets of the Company and all activities reasonably related thereto.

"Cash Flow" The term "Cash Flow" of the Company for a particular fiscal year includes all profits or losses from the operation of the Company for such fiscal year (other than from a Capital Transaction), and shall be determined by adjusting such profits or losses (to the extent not otherwise adjusted) as follows:

(1) The following items shall not be deductions: depreciation of buildings, improvements and personal property, and amortization of any item for which there is not an associated cash payment;

(2) The following items shall be deductions: principal and interest payments on a mortgage or other loan; principal payments on any conditional sales contracts and other secured obligations, any amounts paid by the Company for capital expenditures or replacements (and not withdrawn from a reserve fund established for such purpose), amounts required to maintain reasonable working capital;

(3) If the Managing Members shall so determine, reasonable reserves shall be deducted to provide for replacements, improvements, capital improvements or any other contingency of the Company;

(4) Capital Contributions to the Company and the proceeds of Capital Transactions shall not be included in Cash Flow of the Company and payments made from such sources of funds shall be excluded in determining Cash Flow of the Company; and

(5) Any other net cash receipts from the operation or financing or refinancing of the Company not properly includable in profits or losses, and any amounts released from operating reserve accounts described in this definition of the term "Cash Flow" and available for distribution, shall be included in Cash Flow of the Company.

"Code" means the Internal Revenue Code of 1986, as amended and in effect from time to time.

"Company" means the limited liability company governed by the terms of this Agreement as such limited liability company may from time to time be constituted and amended.

"Consent of the Members" means, at the relevant time of reference thereto, except as otherwise provided in this Operating Agreement, the written consent of Managing Members and/or Members owning at least fifty one (51%) percent of the interests in the Company held by said Members as such (not including any interests held by any assignee of a Member's interest unless such assignee has been admitted as a Substituted Member in accordance with the provisions of Section 5).

"Exhibit A" means Exhibit A to this Agreement, as amended and in effect from time to time.

"Immediate Family" means, as to any individual, such individual's spouse and such individual's ancestors, descendants, siblings, nephews, nieces, and the spouse of any of such persons.

"Managing Member Nonrecourse Deductions" means an item of loss, expense or deduction attributable to a nonrecourse liability of the Company for which a Managing Member bears the

economic risk of loss within the meaning of Treasury Regulations § 1.704-2(b)(4).

"Minimum Gain" means "partnership minimum gain" within the meaning of Treasury Regulations §§ 1.704-2(b)(2) and 1.704-2(d). The amount of partnership minimum gain equals the total amount of gain the Company would realize for federal income tax purposes if it disposed of all assets subject to Nonrecourse Debts for no consideration other than full satisfaction thereof.

"Nonrecourse Debt" means any debt of the Company or any entity treated as a partnership for federal income tax purposes in which the Company holds an interest, directly or through other entities treated as such partnerships, that is not Recourse Debt.

"Percentage Interest" means, as to any Managing Member or Member, that member's Percentage Interest as set forth on Exhibit A.

"Property" means any asset of the Company.

"Recourse Debt" means debt of the Company or any entity treated as a partnership for federal income tax purposes in which the Company holds an interest, direct or through other entities treated as such partnerships, as to which a Managing Member or any related person bears the economic risk of loss, as determined under Section 752 of the Code and the Treasury Regulations promulgated thereunder.

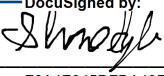
"Substituted Member" means any person or entity who is admitted to the Company as a substituted Member under the provisions of Section 5.

"Treasury Regulations" means the regulations promulgated under the Code, as amended and in effect from time to time.

"Withdrawal" (including the terms "Withdraw," "Withdrawing" and "Withdrawn") means, as to a Managing Members the occurrence of adjudication of insanity or incompetence, death, bankruptcy, retirement, resignation, dissolution, or any other voluntary or involuntary withdrawal from the Company for any reason, or the breach by the Managing Members of an obligation or covenant set forth in this Agreement that is not remedied within fifteen (15) days of its receipt of notice of such breach from any other Managing Member. Bankruptcy shall be deemed to have occurred whenever a Managing Members shall file (or consent to the filing of) a petition seeking adjudication of such Managing Member as bankrupt or insolvent, or seeking an arrangement with creditors under a bankruptcy act or any similar legislation shall execute an assignment for the benefit of creditors, or shall become subject to the direction and control of a receiver, or whenever a petition shall be filed without the Managing Member's consent seeking the Managing Member's adjudication as a bankrupt, or an arrangement among his creditors, and such petition is not dismissed or denied within 90 days after the date of filing.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

Managing Members:

DocuSigned by:

F6A4E345DFDA49F...
Shane Hyde on behalf of Fuego Farms Inc.

7/27/2020
DATE: _____

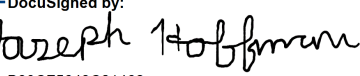
Non-Managing Members:

DocuSigned by:

3B31C407724D496...


Thomas Augustine
156 nw 62nd st
Address: _____

7/27/2020
DATE: _____

DocuSigned by:

B80CF5643C21462...

Joseph Hoffman
48 Litchfield street
Address: _____

7/27/2020
DATE: _____

DocuSigned by:

8084C971609344A...

Nicholas Vicario
Nicholas vicario
Address: _____

7/28/2020

DATE: _____

EXHIBIT "A"

Members and Capital Contributions

| <u>MEMBERS</u> | <u>Initial Capital Contribution (\$17,000 total)</u> | <u>Percentage Interest</u> |
|-----------------------------|--|--------------------------------|
| <u>Managing Member</u> | | |
| Fuego Farms Inc | \$7,735 | 45.5% |
| <u>Non-Managing Members</u> | | |
| Thomas Augustine | \$170 | 1% |
| Joseph Hoffman | \$8,670 | 51% |
| Nicholas Vicario | \$425 | 2.5% |



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

William Francis Galvin
Secretary of the
Commonwealth

March 31, 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

EMBER GARDENS BOSTON, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **July 29, 2020.**

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

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

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

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

In testimony of which,

I have hereunto affixed the

Great Seal of the Commonwealth

on the date first above written.

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

Secretary of the Commonwealth





THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



350443220

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Ember Gardens Boston LLC
254 NEWHILL AVE
SOMERSET, MA 02726-2916

EAN: 22196604
May 25, 2021

Certificate Id:48199

The Department of Unemployment Assistance certifies that as of 5/25/2021 ,Ember Gardens Boston LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Ember Gardens Boston CAP Table of 12.17.2024

| First Name (Company Name) | Last Name | Units | Percentage Interest |
|----------------------------------|------------------|--------------|----------------------------|
| Joesph | Hoffman | 5100 | 51% |
| Ember Gardens Holdings LLC | | 4050 | 40.5% |
| NEC Capital LLC | | 500 | 5% |
| Nicholas | Vicario | 250 | 2.5% |
| Thomas | Augustine | 100 | 1 % |

Ember Gardens Holdings LLC CAP Table

The below individuals (who have direct managerial control of the applicant Ember Gardens Boston LLC) have indirect equity ownership through their shares in Ember Gardens Holdings LLC.

| Name | Equity % in EGH | Indirect Equity % in EGB |
|--------------------|------------------------|---------------------------------|
| Shane Hyde | 27.41% | 11.1% |
| George Friedlander | 23.85% | 9.66% |
| Daniel Gillan | 16.79% | 6.8% |

Business Plan

Table of Contents

| | |
|---|-----------|
| Table of Contents | 1 |
| Executive Summary | 3 |
| Location & Neighborhood Summary | 3 |
| Building Design Summary | 4 |
| Security Summary | 5 |
| Retail Operations & Customer Traffic Summary | 5 |
| Employment Plan Summary | 6 |
| Product Assortment Summary | 7 |
| Community Relations Summary | 7 |
| Budget Summary | 8 |
| Company History | 9 |
| The Ember Gardens Team | 9 |
| Company Founders | 9 |
| Joey Hoffman | 9 |
| Shane Hyde | 9 |
| George Friedlander | 10 |
| Dan Gillan | 10 |
| Desmond Hyde | 11 |
| Senior Team & Partners | 11 |
| Thomas O’Neill III | 11 |
| Aaron Washington | 12 |
| Sam Reef | 12 |
| Jim Glaser | 12 |
| Danny Hoffman | 12 |
| Advisory Board | 13 |
| Michael N. Kent, MS, Ph.D. | 13 |
| W. Stanley Hyde | 13 |
| Strategic Partnerships | 13 |
| Cannabis Center of Excellence | 13 |
| Janover LLC | 14 |

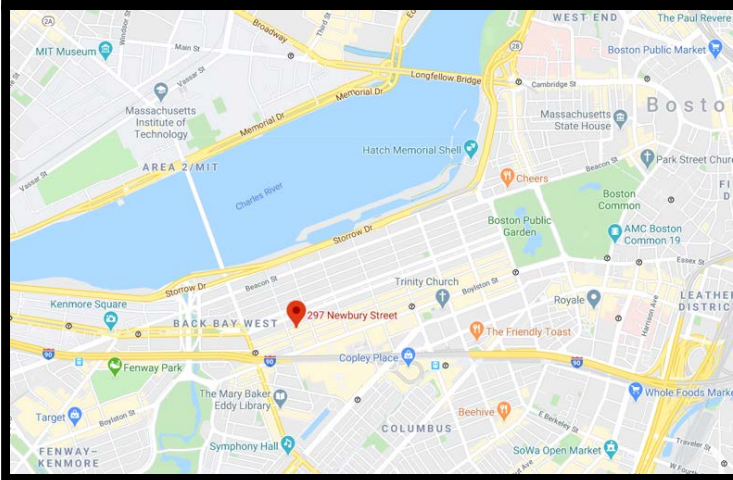
| | |
|---|-----------|
| GFA Federal Credit Union | 14 |
| O'Neill and Associates | 14 |
| Details of Location & Operations | 15 |
| Location within Boston | 15 |
| Abutters | 15 |
| Other 297 Newbury Tenants | 15 |
| 295 Newbury | 16 |
| 299 Newbury | 16 |
| 301 Newbury | 16 |
| Behind the Building | 16 |
| Lease Details | 16 |
| Neighborhood Relations | 17 |
| Resident Letters of Support | 17 |
| Local Business Loyalty Program | 17 |
| Continuous Feedback | 17 |
| Examples Of Changes Enacted Based On Feedback | 17 |
| Building Exterior | 18 |
| Newbury Street Entrance (Current) | 18 |
| Newbury Street Entrance (Proposed Conceptual Rendering) | 19 |
| Rear of Building (Current) | 19 |
| Rear of Building (Proposed) | 20 |
| Building Interior | 22 |
| Floor Plan | 22 |
| Layout, Branding, & Theme | 23 |
| Customer & Operational Flow | 24 |
| Plan for High Traffic Events or Surges | 25 |
| Parking & Public Transit | 25 |
| Public Transit | 25 |
| Local Parking Garages | 26 |
| Newbury Street Traffic Mitigation | 26 |
| Security Plan Overview | 27 |
| Security Staff | 27 |
| Security Equipment | 27 |
| Product Storage | 27 |
| Identification & Prevention of Diversion to Minors | 27 |
| Employment, Local Hiring, & Positive Impact Plan | 28 |
| Projected Staff | 28 |
| Local Hiring Plan | 28 |
| Wages & Benefits | 28 |
| Profit Sharing | 28 |

Executive Summary

Ember Gardens is a startup company which is about to enter the now legal recreational cannabis market of Massachusetts. The company was founded in 2017 by Massachusetts locals, two of which are in the state sanctioned Social Equity Program. Initially, Ember Gardens entered the cultivation and product manufacturing spheres of the industry, receiving Provisional Licenses for these two parts of the business in April 2020 from the Cannabis Control Commission (CCC); the state regulatory body for the cannabis industry. These licenses are located in the town of Middleboro, which is near Plymouth. With these production licenses, Ember Gardens plans on creating a line of fully organic flower and extraction products. However, the plan is to eventually become a fully vertically integrated company, so Ember Gardens will also be entering into the retail space. The objective is to have our first and flagship dispensary in the state's capital and largest city Boston, at 297 Newbury Street. The purpose of this business plan is to show the vision for that location which we hope will provide a blueprint of many more stores across the country.

Location & Neighborhood Summary

We were able to secure via lease a compliantly zoned location on Newbury Street, the most high-profile retail area in Boston, which is part of the Back Bay neighborhood. The Back Bay is known for being a shopping and dining destination, with tourists from all over the world. Along Newbury Street, tourists and locals alike frequent designer boutiques, fashion chains, art galleries and patio cafes set in elegant brick townhouses. Our location at 297 Newbury, is one of these beautiful Victorian brownstone buildings. **This location is compliantly zoned, being 500 feet away from any K-12 public school.** Prior to opening Ember Gardens will secure buffer zone relief on the City of Boston's zoning bylaw that requires marijuana establishments to be more than a half-mile from each other. With a location that is architecturally part of the neighborhood's overall aesthetic character, our goal for our dispensary is to blend in to the neighborhood as much as our building does, with planning for our physical design, business operations, product selection and everything in-between focusing on accomplishing that goal.



(Our location within the Back Bay neighborhood)

Building Design Summary

The space is on the first floor of a five-story building, roughly 1,300 sq. ft. in size. The building has commercial tenants only, and the space we will be occupying has been used for retail before, with the prior tenant operating an Anime store. This space is small compared to most other cannabis dispensaries in the state but is the perfect size for our vision for this location, which is to be an upscale boutique type store, similar to high-end wine shops found elsewhere in the Back Bay area. With the goal of blending into the neighborhood in mind, our outside physical design will be low-key and subtle, with little changes besides installing frosted glass within the windows along with displaying our logo. We want to have a presence that if a passerby walked past our store and did not already know our company was involved with cannabis, that they would be oblivious that it was sold there.

(Store to be located on first level (within red rectangle) – roughly 1300 sq. ft. of space.)



Security Summary

With a location in the heart of the city, ensuring our dispensary will be totally secure is a top priority for us. Headed by our Chief of Security Aaron Washington, our security staff will be trained professionals that will be equipped to supervise various security tasks including but not limited to customer ID processing, observation of camera feeds, securing product/cash inflow and outflow, and incident responses. We will also have our staff ensure customers do not use any cannabis products in or around the dispensary. With our customers, employees, neighbors, and the general populace in mind, we will develop through standard operating procedures that will provide strict instructions and protocols for all aspects of the operation. These procedures will be paired with state-of-the-art security technology. Per state regulations, our facility will be outfitted with all the necessary security equipment in order to provide a safe and secure environment for our customers and employees. The best in-class security cameras, alarms, locks, and safes will be set up and implemented by a security company with experience in outfitting cannabis dispensaries. We will ensure there are also backup systems in the event of power outages, so the location always stays secure. All products will be stored in a highly secure vault, with the only exceptions being the small sample quantities displayed on the retail floor. At closing, these sample quantities will also be returned to the vault. The vault will only be accessible to authorized personnel.

Another main component of security are the product and cash pickups and drop-offs. Products will be dropped off on demand at the rear of the building, so not to disturb or create any type of security risk on Newbury St. The product drop-offs (or pickup for unsold products) will occur at times negotiated and agreed upon with our immediate neighbors in order to lessen the amount of disruption as much as possible. It will also be overseen by our security personnel, with the exact times being random and unannounced in order to prevent any security incidents. Our company will employ a professional cash pickup service (such as Brinks) to transport all cash funds to our partner bank, GFA Credit Union. These pickups will also occur outside of operating store hours and will be performed at a random cadence to decrease risk. Our own security personnel will also assist and oversee the cash pickup service company to ensure an orderly and compliant process. All of this and more are detailed in the Security Plan Overview.

Retail Operations & Customer Traffic Summary

Our location will be modeled as an upscale boutique with a focus on product quality and superior customer service. Our operations will also be geared towards one of our primary goals of being a good neighbor and fitting seamlessly onto Newbury Street.

In order to meet all these goals, we plan on instituting an **appointment-based service model** that will both increase the focus on the customer (increased face time with our trained Boston area budtenders) as well as controlling the traffic in and out of the dispensary. Due to the size and location of the dispensary, we intend to create a transient oriented operating model in order to regulate crowd -size both within and outside of the building. The main pillar to achieve this is by making all customer traffic appointment based. Customer's will book time slots online or at the door for service during the hours of operation. This will eliminate the long lines outside of

the building that has plagued other dispensaries in high-traffic areas. Our company will also seek out and partner with a nearby parking garage to provide customers traveling to the location via their own vehicle a place to park. The parking garage directions, instructions, and other relevant information will be provided when the customer sets up their appointment. The location is also close to two T Line stops. It is a 3-minute walk from the Hynes Convention Center Station and a 9-minute walk from the Copley Station. **For customers that use public transportation, we will offer a discount on their purchase.** This will be done by showing a recently purchased T Line or bus ticket (or proof that the customer has a monthly or weekly pass). This will hopefully incentivize customers to travel to our location in this manner and lower the amount of car traffic to an already busy area and become as transient oriented as possible both for the city and our neighbors.

To maintain the theme of being an upscale establishment to fit in with the character of the neighborhood, our location will only sell products in quantities that would be enjoyed at home. Thus, **we would not sell low cost single-unit items to customers, such as single use joints.** This will lessen the chances of immediate use near the location and limit our customer traffic to those making large purchases to be consumed over time. This is similar to the current rule for liquor stores in the Back Bay area which do not sell nips.

Employment Plan Summary

For a retail business, especially one with a product as varied as cannabis, it is imperative to hire the best people to interact with customers the right way, as ultimately they are not only a reflection of the company and its brand but being a key part of the customer's experience as well. For our vision of the future employee for this Newbury location, we will want to ensure we have people who prioritize and demonstrate the highest levels of customer service. As our location will be appointment based (and thus not having the focus of getting people in and out as fast as possible), in-depth employee and customer interaction will be a key part of the experience for our shoppers, and one of the primary reasons along with our product selection for them to return again and again. Whether our hires have previous experience and expertise concerning cannabis or not, every one of them will undergo a robust training program that will both ensure they will have the know-how required to help any type of customer. These programs will provide both technical cannabis knowledge along with the skills to provide an exemplary customer service.

Being in the heart of Boston, we also want our employees to show the best the city has to offer in terms of its people. Being in a tourist heavy area, we expect to have a lot of out of towners to visit our location, and it would be a goal of ours to make sure we can show them how great the city of Boston and its people really are. Thus, it would make total sense for us to only hire 100% Boston residents to work at this location. This would give our customers a true Boston experience from the very people who call it home. It would also provide all of the employment opportunities for the city we hope to call as home.

For the number of said opportunities, we anticipate needing 12 fulltime and 9 part-time employees for this location for a total of 21 jobs. This includes general managers, budtenders (retail associates), and security staff. This staff could grow based on customer traffic and if the location could expand physically in the future.

Following our broader company goal (and being in line with our diverse ownership group) of creating a diverse working environment, our flagship dispensary will designate 50% of its staff to be female and/or minorities. We will also ensure that 50% of the management working full-time at this location will be either female and/or a minority as well. We also plan on having a hiring process that gives preferential treatment to those with past marijuana criminal charges, as our company's belief is those who were part of the previous cannabis black market are the only reason a legal market exists today – we have founders who fit this criteria so it is an important issue for us.

In order to bring the financial upside of this industry to benefit all our employees, we will institute a profit-sharing program for all full-time and part-time employees that work for our company for at least a year. We will give the employees of this location up to 5% of the store's profits (full 5% will become applicable after employee vesting is completed, which will be continuous employment for 1 year). This will not only give back profits into the community through our employees but also help us retain the best staff possible for our flagship location, creating long term careers.

Product Assortment Summary

To cater to our planned customer type, we plan on providing a diverse selection of cannabis products ranging from exotic cannabis flower to different infused products and extractions. Ember Gardens currently holds cultivation and manufacturing licenses and we plan on supplying our Newbury location with our product. However, we also plan on sourcing products from other growers and producers across the state, and for our location in Boston we plan on giving preference to growers and manufacturers in the city. Later in the plan we discuss in detail the product types we plan to provide and our process of sourcing product as well as all inventory tracking procedures.

Community Relations Summary

Our company plans on giving back to the community that is willing to host us, and we plan on being active in both the city and the neighborhood. Having a Social Equity background, we know well what a helping hand can do for people in need. We also want to get rid of the misnomer of criminality that is sometimes associated with the cannabis industry. In order to achieve this, we have numerous programs we plan to set up with the city, neighborhood, and the state. Through training programs, and financial support we plan on assisting those wanting to enter the cannabis industry, those impacted by the "War on Drugs", and those organizations that are fighting to create inclusion and race equality in the city of Boston. Specifics of these plans are below in the operational details section.

Budget Summary

| Start-Up Budget | | |
|------------------------|---|-------------------|
| PRE-OPERATIONAL | | |
| | Property Carrying Costs | |
| | Lease (24 Months) | \$ 292,320 |
| | Minus Sub-Lease (11 months) | \$ (66,000) |
| | Total: | \$ 226,320 |
| | Permits, Design & Other Fees | |
| | Initial ISD Drafts | \$ 2,000 |
| | Formal ISD Plans | \$ 25,000 |
| | Allowance for ISD & ZBA Meetings | \$ 5,000 |
| | Boston Cannabis Board Fee (post approval) | \$ 3,500 |
| | ISD Fees | \$ 1,000 |
| | CCC Application Fee | \$ 400 |
| | CCC Retail License Fee (post license) | \$ 5,000 |
| | Allowance for other CCC Fees | \$ 2,000 |
| | Total: | \$ 43,900 |
| | Construction | |
| | Exterior Changes Allowance (Materials & Labor) | \$ 100,000 |
| | Exterior Changes Allowance (Materials & Labor) | \$ 125,000 |
| | Security Set-Up | \$ 40,000 |
| | POS Set-Up | \$ 12,000 |
| | Total: | \$ 277,000 |
| | Products | |
| | Initial Cannabis Product Purchases Allowance | \$ 250,000 |
| | Total: | \$ 250,000 |
| | Other | |
| | Hiring Costs | \$ 3,000 |
| | Pre-Opening Marketing | \$ 7,500 |
| | Miscellaneous Fees and Charges Allowance | \$ 5,000 |
| | Other Unexpected Organizational Costs | \$ 20,000 |
| | Total: | \$ 35,500 |
| | Total Cost Estimate to Open | \$ 832,720 |
| AFTER DOORS OPEN | | |
| | Operational Expenses (1 month of store operations) | |
| | Rent | \$ 12,731 |
| | Staff | \$ 40,500 |
| | Utilities | \$ 1,250 |
| | Security Services | \$ 5,000 |
| | Insurance | \$ 3,500 |
| | Banking | \$ 5,000 |
| | Marketing | \$ 7,500 |
| | Community Give Back | \$ 3,000 |
| | Legal Fees | \$ 3,000 |
| | Miscellaneous | \$ 6,800 |
| | Total: | \$ 88,281 |
| | Total Funding Needed to Reach Sustainable Operations | \$ 921,001 |

Company History

- Founded in 2018, Fuego Farms Inc. (now known as Ember Gardens) has primarily been working to secure its recreational cultivation and manufacturing licenses, only moving into retail recently.
- In 2018, we secured a properly zoned property in Middleborough, MA, near Plymouth. In early 2019, we secured our Host Community Agreement with the town and submitted our application to the CCC shortly after.
- In mid-2019, one of our founders, George Friedlander, was accepted into the state's Social Equity Program. In early 2020, a second founder, Desmond Hyde, was also accepted into the program. Two of our original three founders are now part of this unique program.
- Our cultivation and manufacturing license applications were deemed complete in Feb. 2020 by the CCC. We received both of our provisional licenses on April 9th, 2020.
- In early 2020, we secured an agreement to use the 297 Newbury property for retail operations, beginning our journey to secure local approvals from the City of Boston in order to open our flagship dispensary. Ember Gardens is set to be the name of our retail locations.

The Ember Gardens Team

Company Founders

Joey Hoffman

Joseph was born and raised in Brighton, Massachusetts and graduated from “Another Course to College” in 2018. He continued to higher education at Bunker Hill Community College with a focus on Sports Medicine in 2019. Joseph, while attending college also worked at St. Elizabeth's hospital, where he served as a patient transporter and saw first-hand patients given numerous pain medications only for those same medications to later in life serve as a gateway to addiction. This convinced him to further his understanding of cannabis and its healing properties. Joseph has always had a passion for the plant and wants to help change the narrative about the use of cannabis based on his own life experiences. Shane and Joseph met in 2010, through Joseph's brother Danny - who was Shane's college roommate. Always staying in touch, they connected on the Newbury Street opportunity and decided to go into business together.

Shane Hyde

From Somerset, MA, Shane graduated from the University of Tampa and has worked in the financial industry for over six years for the hedge fund Bridgewater Associates. At Bridgewater, Shane has learned how a world class organization runs and operates, including how a unique culture of radical truth and transparency between colleagues better both the individual and the firm. He is focused primarily on corporate finance, accounting, HR, and project management while always having an immense passion for cannabis and immersing himself in the workings of

the industry since legalization here in Massachusetts. Finally, he will implement the same culture that demands open thought and meaningful disagreement to ensure that Ember Gardens operates as an idea meritocracy.

George Friedlander

George is from Fall River, MA. After graduating from Durfee Highschool in 2006 he worked at Amtrak for 3 years in South Boston. After leaving Amtrak he followed his passion of growing cannabis by traveling to the mountains of Northern California. Here he worked on grow operations as large as 300 acres. He has been involved in the cannabis industry for over 8 years in legal states such as California, Oregon and Washington. He has helped with the startup of trademarked "Dank Granny" by MedPro, a medical company based in California. His methods of growing are not that of the usual cannabis cultivation. He encourages "No Till Organic" regenerative agricultural techniques that are not common amongst cannabis cultivators. He strives to provide people with the knowledge and understanding of cannabis, teaching them the benefits of the plant and how it can positively impact people's lives as medicine. George is a current member of the Social Equity Program set up by the CCC. George's initial management position will be Head of Cultivation.

Dan Gillan

From Andover, MA, Dan has worked extensively in the regulated cannabis industry in both California and Massachusetts for the past 6 years including Senior Management roles within large scale regulated operations in Massachusetts growing and managing teams of 40+ employees.

In 2013, Dan was hit by an SUV while riding his motorcycle which left him in critical condition with four broken vertebrae in his spine, a frontal lobe brain injury, and many other complications. One year later, after the initial phase of physical recovery, Dan sold his studio business in Andover and travelled the US in an Airstream camper across 36 states and 13 national parks. In 2015, Dan finally landed on a few cannabis farms in Santa Cruz and Mendocino County, CA where he began to learn his craft and construct his dreams for the industry. He later went on to start a lab tested solventless extraction company which was on shelves in dispensaries in Santa Cruz, San Jose, Los Angeles, and Orange County in 2015 and 2016. In 2017, Dan was recruited back home to Massachusetts where the industry started growing rapidly.

Cannabis has helped Dan entirely stop the use of all opioid and non-opioid pain medication which was originally assumed to be a life-long necessity due to the severe trauma to his body. Cannabis has been a huge part of Dan's journey to healing from his injuries and a big part of the drive behind his passion for product development and for doing what is right in this industry.

His dedication to helping people, combined with his expertise in cannabis science and entrepreneurial spirit, makes him a natural fit. He has a proven track record in growing and running scaled cannabis operations, launching successful products and partnerships, and is also an expert in the strict compliance regulations of Massachusetts.

Desmond Hyde

From Somerset, MA, Desmond is a cannabis advocate that has been working towards breaking into this industry since legislation in 2016. After graduating from his local community college, he dove into his passion for cannabis and business by joining his longtime friends and family to create Ember Gardens. As a member of the Social Equity Program, Desmond believes that the cannabis industry and Ember Gardens have a chance to help right the wrongs and give back to the same communities and people harmed by the terribly misguided War on Drugs.

Senior Team & Partners

The below individuals have been crucial members of the team that have been added along the journey to becoming operational.

Thomas O'Neill III

Thomas P. O'Neill III is the founder and chief executive officer of O'Neill and Associates, New England's leading public relations and government affairs consulting firm. O'Neill and Associates integrates federal, state and local government relations with strategic communications, media relations and marketing to provide custom public affairs campaigns to clients in a diverse range of industries.

A former state legislator and Lieutenant Governor of the Commonwealth of Massachusetts, Mr. O'Neill's work has long focused on the intersection of government, business and nonprofit causes. His expertise spans the public and private sector in areas that include transportation, healthcare, higher education, financial services and nonprofit development.

From offices in Boston, Massachusetts and Washington, D.C., Mr. O'Neill oversees all aspects of O'Neill and Associates, including strategic planning, marketing, long-term growth and client servicing. From 1975 to 1983, Mr. O'Neill served as Lieutenant Governor of the Commonwealth of Massachusetts. During his term in office, Mr. O'Neill created and administered the Commonwealth's Office of Federal-State Relations in Boston and Washington, D.C. His work focused largely on securing federal transportation infrastructure funding for the state by coordinating the efforts of New England governors with the Northeast and Midwest congressional delegations. During his term of office, he also served on the U.S. State Department Ambassadorial Screening Committee. From 1973 to 1974, Mr. O'Neill represented the City of Cambridge and the Town of Belmont in the Massachusetts House of Representatives.

A longtime leader in Greater Boston's health care sector, Mr. O'Neill has served in prominent roles on several health care governing boards including Tufts Health Plan, Mount Auburn Hospital and Caregroup. He is also prolific in his community and philanthropic work. In addition to his longtime presence on the Boston College board of trustees, Mr. O'Neill serves on the boards of the Massachusetts Hospital Schools Foundation, the Women's Lunch Place, Project Bread, the International Fund for Animal Welfare, and the American Ireland Fund. He currently acts as the chair of the board for Tufts Health Plan Foundation and has recently become the first President of the Boston Irish Abbey Theatre Association. He is particularly active with Cristo

Rey Boston, the innovative work-study program that began at his alma-mater North Cambridge Catholic High School. He is also a member of the board of Catholic Democrats, a national advocacy organization dealing with faith and politics.

The oldest son of the late U.S. Speaker Tip O'Neill, Mr. O'Neill began in politics by running his father's campaigns and later his own. Mr. O'Neill earned a bachelor's degree from Boston College and a master's degree in public administration at the Harvard John F. Kennedy School of Government.

Thomas will serve on Fuego's Board of Directors. He joined the team in March 2020.

Aaron Washington

Aaron was a 28-year veteran of the Massachusetts State Police Force, serving 26 years within the state SWAT team, with the last 10 years as the SWAT team's head. Aaron was also in the Massachusetts National Guard for 28 years, serving primarily as military police. Since retiring, Aaron has owned his own security company, dealing primarily with security details for VIPs. Aaron will be serving as our Chief Security Officer and will lend his vast experience to help Fuego set up a secure location and to develop robust security-related procedures. Aaron joined the team in March 2019.

Sam Reef

Sam is an attorney, graduating Suffolk Law School in 1994 after attending UMASS for Business Administration as an undergrad. Sam has been in practice since graduating in 1994, with licenses for both Massachusetts and the Federal level. Based in Sharon, MA his practice has consisted mostly of real estate, bankruptcy and personal injury matters, with real estate being his strongest area. Sam is now attending cannabis law seminars to more fully understand this new industry in order to help Fuego more as it ramps up operations. Sam joined the team in December 2018.

Jim Glaser

Jim is a licensed attorney based in Sharon that operates throughout New England in the areas of personal injury and insurance. Working together with Sam, Jim doubles the legal expertise available to us while we navigate this new complex regulatory industry. Jim joined the team in December 2018.

Danny Hoffman

Older brother of Joey, Danny is originally from the Brighton neighborhood in Boston, Massachusetts. After graduating from Needham High School in 2009, he went on to the University of Tampa and received a degree in exercise physiology. Prior to graduation, Danny worked as a personal trainer in the greater Tampa area before transitioning to a full-time career in real estate. Danny brings a sales driven mentality to the team, having experience working directly with clients over the past five years. Danny will bring his years of experience to expand business, while initially serving as Head of Social Media, as well as one of the Senior Client Service Representative. Danny joined the team in September 2019.

Advisory Board

Below are individuals who are willing to provide their expertise in advising Fuego founders and management in the areas that represent their respective fields.

Michael N. Kent, MS, Ph.D.

Mike is an academic with a focus on microbiology. He received his Ph.D. in Biomedical Sciences from Wright State University in 2002, which is where he also received his MS degree in Microbiology & Immunology in 1996. Since 2010, he has been a graduate assistance professor at Boonshoft School of Medicine at Wright State. Before that, he has taken apart in numerous research studies and projects in microbiology ranging from the Air Force to the National Institute of Health. Michael's expertise in microbiology will assist our team in the R&D of cannabis. Helping Fuego to understand more about the foundational molecular makeup of the cannabis plant and supporting our cultivation and manufacturing teams in using that knowledge to produce better medical cannabis products, Michael will be an important cog of our team in the future.

W. Stanley Hyde

Stanley has over three decades of construction and project management experience and most recently worked for the Kraft Group/New England Patriots. He has been involved in the day-to-day management of large size projects, such as the construction of Gillette Stadium in Foxborough. Stanley has already helped Fuego develop its approach to construction planning and design and will be heavily involved in the in-depth planning and management/execution of the company's production and retail sites.

Strategic Partnerships

Below are companies and organizations that we have partnered with so far.

Cannabis Center of Excellence

The Virtual Cannabis Center of Excellence, INC. (CCOE, INC.) is a registered 501c3 non-profit organization that conducts citizen-science focused population studies and programs in the areas of community engagement, medical cannabis, adult-use cannabis, and social justice in the cannabis industry. The CCOE serves as a virtual resource & network of cannabis industry professionals, academics, policy makers, healthcare providers, consumers, and patients who aim to break the stigma and advance social justice in the cannabis industry. Website: <https://www.cannacenterofexcellence.org/>



Ember Gardens is partnered with CCOE for our Positive Impact Plan, which is described later in this plan.

Janover LLC

Janover LLC is an accounting firm headquartered in New York City. In business for 80 years offering assistance to various industries and clients, Janover entered the cannabis world 6 years ago when they hired/assembled their own cannabis tax and accounting experts into a team able to service

any type of cannabis company within any US state. Janover LLC became a partner in February 2020. Website: <http://www.jrllc.com/>



GFA Federal Credit Union

GFA Federal Credit Union is a credit union/bank located in Gardner, Massachusetts. They made headlines as the first bank to service recreational cannabis companies in mid-2019. Along with providing traditional services to cannabis companies such as we, they also are beginning a pilot program to provide asset-backed lending directly to cannabis companies. Fuego became a partner in February 2020, upon Fuego passing the vetting process. Website: <https://www.gfafcu.com/>



O'Neill and Associates

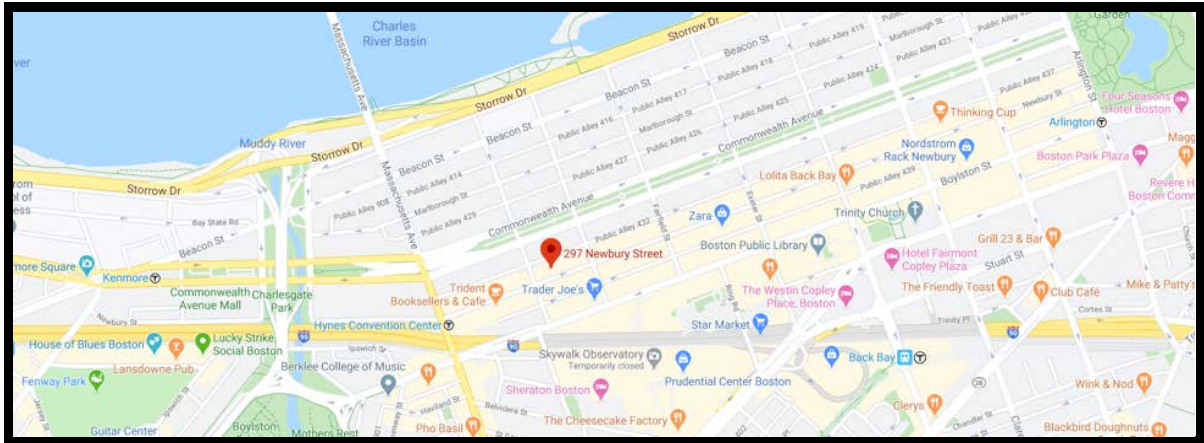
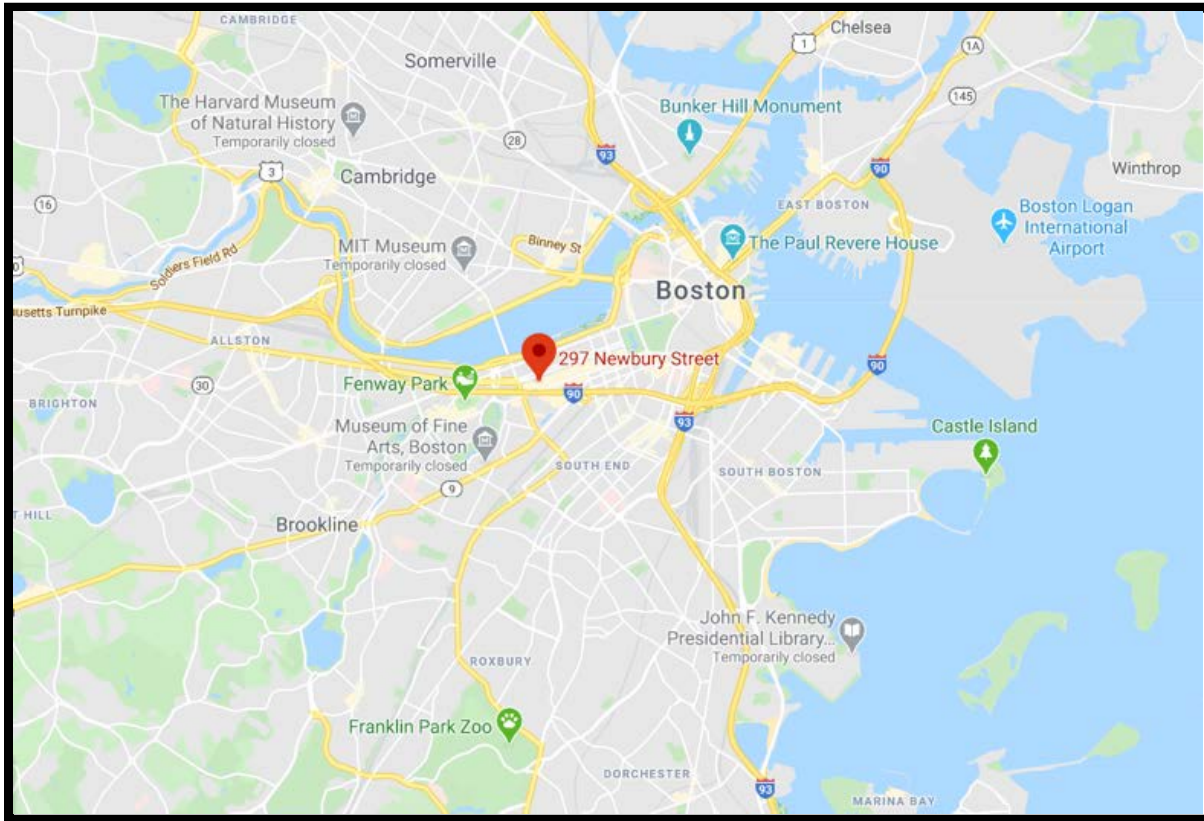
In 1991, former Lieutenant Governor Thomas P. O'Neill III envisioned a new paradigm for the traditional lobbying business by integrating communications and government relations to create a better brand of public affairs—one that achieves the greatest reach and the highest results. He assembled seasoned government and public

relations professionals with diverse backgrounds and created a model company. Besides Tom joining our Board of Directors, O'Neill and Associates will be our lead partner in opening our Boston retail location. With reach extending throughout Boston, New England and the nation they will serve as a partner for Fuego both in Massachusetts and beyond for lobbying, brand messaging, and other related areas. O'Neill and Associates became a partner in March 2020. Website: <https://www.oneilandassoc.com/>



Details of Location & Operations

Location within Boston



Abutters

Other 297 Newbury Tenants

Besides us, there are other tenants within the building. Below us on the ground floor is Viselli Salon, an upscale beauty salon. Above us is Newbury Spa, a traditional Chinese massage spa. Higher up in the building are other professional service businesses and there are no residential

units within the building. We will work closely with all our fellow building tenants when finalizing our day-to-day operations, in order to lessen the impact our business has on theirs as much as possible.

295 Newbury

The location is a multifamily home consisting of a handful of small apartments. Efforts will be made to reach out to each of the current residents – even outside of the mandatory community outreach meetings – in order to ensure their comfort with our location, business model, and operations.

299 Newbury

On the bottom of this building is the Woolrich Store, a boutique type clothing store. The rest of the building is made up of residential units. We will work with both the store and the residents to gather feedback on how to best tailor our operations in order to lessen the impact of our presence on their business and lives.

301 Newbury

Though not a direct abutter, this location has a business with a similar theme to our own, The Hempest, an organic hemp clothing store and glass art shop. Though a different line of business, a lot of commonality based on the culture and the cannabis plant make it an ideal local partner – and we will plan on coordinating how to best work with location, as well as learn from them on how they assimilated into the neighborhood as another “against the grain” business for the Back Bay.

Behind the Building

At the rear of the building, sharing the Public Alleyway, are a combination of residential units as well as businesses such as Pelicanstay in Boston Back Bay and Vetcall. We will work with all these residents and businesses on how to best conduct our product drop-offs and pickups at the rear of the building – such as determining the best time of day for them to occur and so on.

Lease Details

Through a lease LOI agreement with the property owner, our company will have almost 6 months to figure out if we will be able to utilize the location before paying rent, which will begin in August 2020. After that, monthly rent is \$12,000 a month, which is standard rates for the area for all non-cannabis retail. The lease is for five years with a five-year tenant option. If we do not believe we can get the necessary approvals or get denied outright by the city or state, we can then opt out of the lease so we aren't locked in long term to a location we cannot utilize. We also will get a right of first refusal on the other parts of the building if tenants vacate, opening up the possibilities of a much larger store.

Neighborhood Relations

Resident Letters of Support

Ember Gardens has collected over 250 letters of support from Back Bay residents. We have collected close to 775 signatures of support from residents of the City of Boston.

Local Business Loyalty Program

Ember Gardens has set up a business loyalty program where our company will provide discounts to customers who shop at neighboring businesses – driving up customer traffic for fellow small businesses. We so far have several businesses signed up.

Continuous Feedback

Our company will continue and formalize a process to maintain an open feedback channel for all our neighbors directly with company management – which has already started in wake of our Community Outreach Meeting. Additionally, prior to making any large operational changes that may impact the neighborhood in the future, we commit to conducting a community outreach process to take in feedback and work to address concerns so that no possible disturbances will occur. The company led community outreach program will consist of direct mailing to abutters in the exact same fashion the city requires now during the application process. We will also make sure that neighborhood civic groups such as NABB and BBA are included in all future outreach communications.

Examples Of Changes Enacted Based On Feedback

- **Trash Clean Up Effort** – Based on feedback already received, our company will commit to organize and coordinate a bi-annual community cleanup event. Our company will pay for supplies, provide labor in the form of our location's employees, and offer free products for any volunteer who wishes to join our community cleanup event (whether they are from the Back Bay or elsewhere). This event will cover the entire Back Bay neighborhood and will be in the spirit of the "Love Your Block"/"Boston Shines" events held by the City in previous years.
- **Combating Hard Drug Abuse** – Also based on community feedback that indicated widespread drug abuse in the area - our company will donate annually to various Boston addiction treatment centers. Some examples below:
 - AHOPE (774 Albany Street)
 - Victory House (566 Chester Square)
 - Bay Cove Substance Abuse Center (66 Canal St)
 - MOAR- Massachusetts Organization for Addiction Recovery (29 Winter Pl)
 - Women's Lunch Place (67 Newbury St)
- **Silent Alarms** – As long as permitted by BPD/CCC, our company will install silent alarms to ensure that no security incidents disturb neighbors. Alarms will signal to management, security personnel and BPD.

Building Exterior

There will need to be numerous alterations made to our space to make it ready to become a recreational cannabis retail location. This includes alterations both on the exterior and interior of the building. Some alterations are needed in order to comply with state and city regulations as they pertain to cannabis retail locations while others revolve on putting our own style and brand into the space. While all the following designs and alterations are still in the idea phase, and have yet to be put into practice with architects, this section of the plan should still give the reader a good idea of what we plan to change before we open our doors.

Newbury Street Entrance (Current)



Store to be located on the first level (within the red rectangle) – roughly 1300 sq. ft. of space. The three windows where the Anime stickers are placed would be replaced with frosted glass, with our logo placed within the center of the middle window. No other alterations would be made to this side of the building.

Newbury Street Entrance (Proposed Conceptual Rendering)



Proposed Design Features:

- Frosted glass to ensure no visibility inside
- No other signage on the building or sidewalk
- Subtle and discreet
- Simple logo on the frosted window
- Blends with the character of the neighborhood

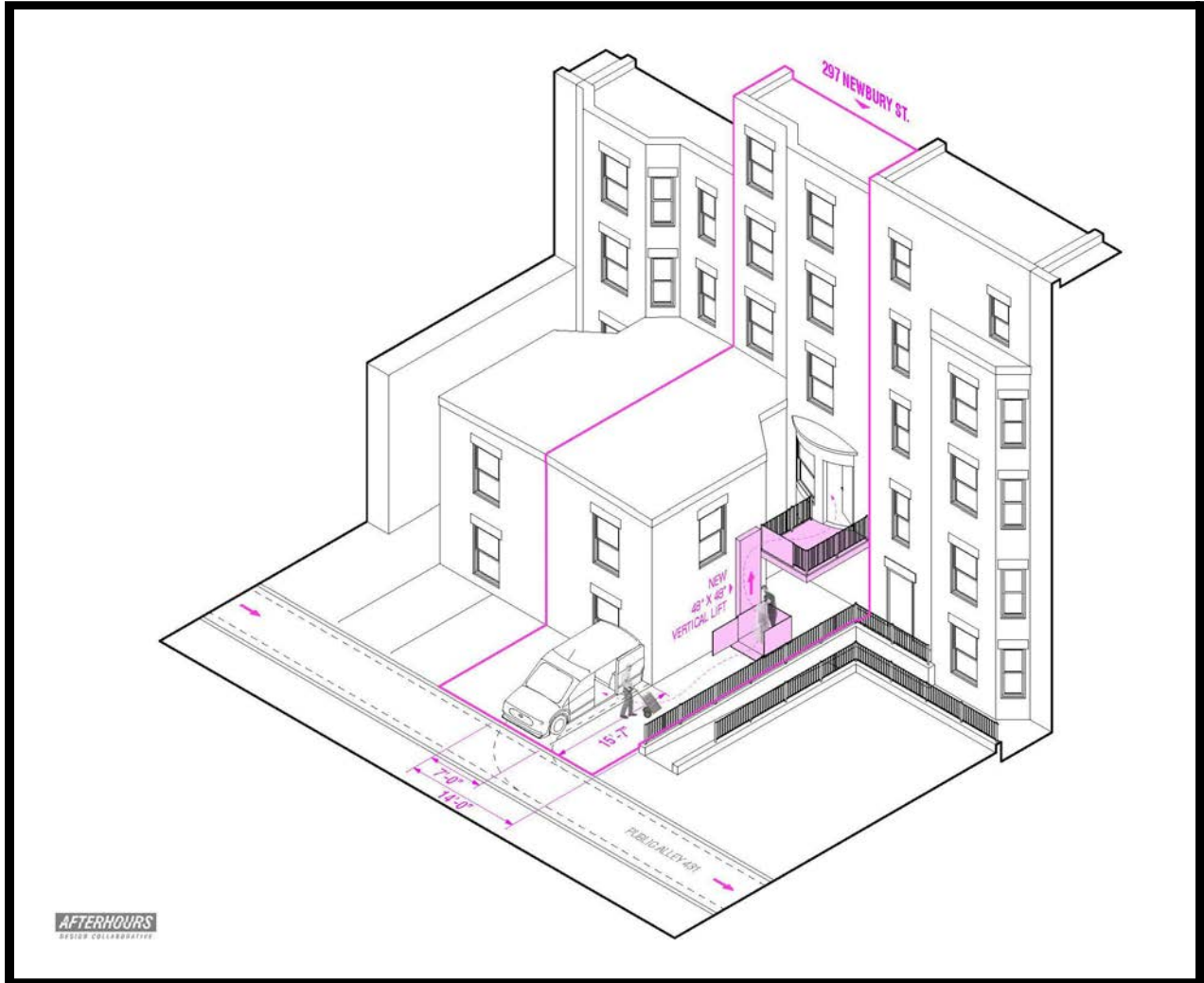
Rear of Building (Current)

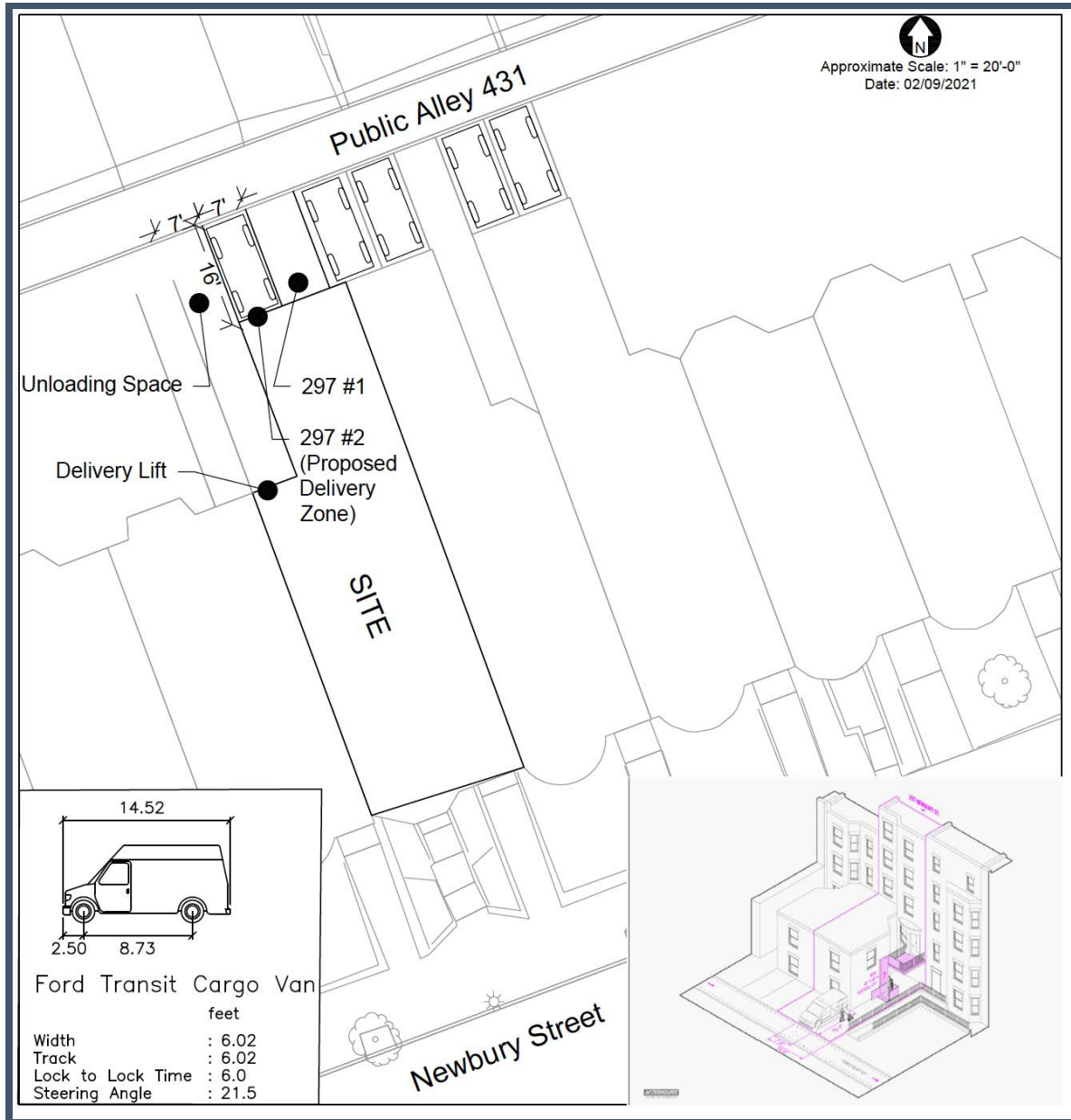
The back of the location (our floor is within the red rectangle) has access via a public service ally (Public Ally 431). As seen in the picture above, there are a couple of parking spaces, one of which is a larger space that goes up against the back of the building which will be utilized for our product drop-offs (so we don't block the alley). It is key to note however that there is currently no access to our floor from the rear, as those entrances go to the ground floor tenant. To address that, the main alteration we plan to



make to the exterior of this side of the building is to install a wheelchair lift and alter slightly the triple set of windows (where the yellow arrow is in the picture above) to allow ADA access to the location.

Rear of Building (Proposed)





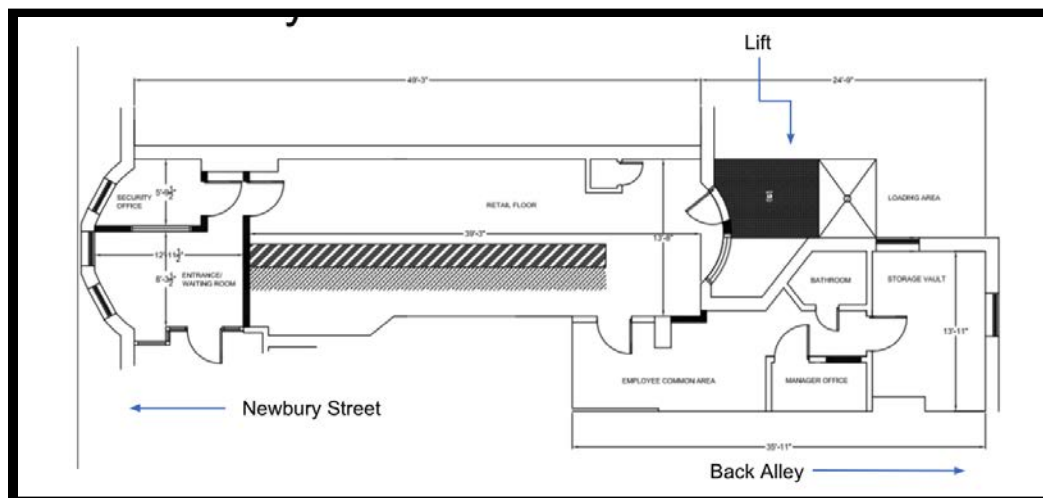
Rear of Building Operations

- Deliveries to the site will utilize a Ford Transit Connect or equivalent sized compact cargo van vehicle. The compact cargo van furnished by Ember Gardens will fit within the on-site parking space.
- The delivery van will have a slide open door that will allow Ember Gardens to utilize the clear space adjacent to the parking space for unloading of product which will then be brought into the dispensary via the lift. Delivery service to the site will be overseen by on-site security personnel and Ember Gardens is committed to ensuring that delivery operations will not block the alley.
- The lift will serve a dual-purpose: for deliveries and ADA access.

- Deliveries and pick-ups will occur from the rear of the Site along Public Alley 431. A site plan is included to outline the operations. The delivery vehicle will use the parking space designated “297 #2” as outlined on the Site plan. Another parking space, labeled “297 #1,” could be controlled by Ember Gardens, but it is not anticipated that this space will be necessary for delivery operations.
- Deliveries to the Site will utilize a Ford Transit Connect or equivalent sized compact cargo van vehicle. The compact cargo van furnished by Ember Gardens will fit within the on-site parking space. The delivery van will have a slide open door that will allow Ember Gardens to utilize the clear space adjacent to the parking space for unloading of product which will then be brought into the dispensary via the lift. Delivery service to the site will be overseen by on-site security personnel and Ember Gardens is committed to ensuring that delivery operations will not block the alley.
- Howard Stein Hudson (a Boston Engineering & Planning Agency) has prepared a transportation analysis for the proposed Ember Gardens cannabis dispensary at 297 Newbury Street in Boston. This transportation assessment was prepared to address site access regarding deliveries for the dispensary and covers:
 - Expected frequency of delivery/pick-up trips to the Site; and
 - Expected loading operations.
 - Summary: The cannabis dispensary at 297 Newbury Street will have up to 2 product deliveries per day and up to 1 cash pick-up per day. These activities will not occur concurrently with each other. Ember Gardens is committed to ensuring that delivery activity will not block or interfere with operations along Public Alley 431 and has presented a service plan within the site that reaffirms this can be accommodated. Therefore, the delivery parking needs for the site will be able to be fulfilled by the single parking space as proposed and the use is expected to be able to operate without being a detriment to the transportation operations in Public Alley 431.

Building Interior

Floor Plan

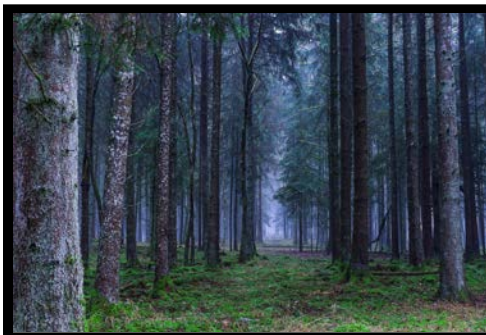


Layout, Branding, & Theme

The interior of the building will however be altered to match the design theme we plan on establishing with our brand, which will be a modern and clean look with a focus on wood veneer finishing. The natural wood choice will be a whiter, light color that will brighten up the space, which will be especially important as no natural light will be visible on the sales floor. It will also have numerous ties to nature, including pictures, displays, and furniture fixtures such as tables. Examples of the planned aesthetics of the interior of the location are below:



The walls that will be wood veneer will be in panels, similar to the picture above. Some panels will be replaced with TVs that will showcase our menu and products. Other panels will be replaced with pictures/images of nature that resonate with our Ember Gardens brand, with some examples below.





(This is an example of how some of the wood panels would be replaced with TVs, artworks, plant walls and more. This example is a TV.)

The location will also encompass display cases, plant fixtures and furniture that align with the same brand image and upscale feel of the store such as living walls and live-edge tables. Some examples are below...



Customer & Operational Flow

- Customers will book appointments via website, phone, or in person via third party technology provider / booking software integrated into our website and POS software.

- Customers will arrive at the location during their appointment time and check in with the security team to undergo ID check - if early they will be asked to shop in the surrounding stores until their appointment time, or will be asked to wait in the interior queuing area if there is space.
- Upon being called for their appointment, customers will be asked to show their ID again to the retail associate helping them and then will browse the store displays, menu options, and eventually place their order with the retail associate who can answer any and all questions.
- Experienced customers will be able to place their order online at the time of booking the appointment and simply “pick up” their order during their appointment slot rather than browsing or asking questions if they so choose - this is an expedited option for repeat customers and other people familiar with the products and process.
- Once the customer transaction has been completed they will receive their products in Child Resistant packaging and promptly leave the sales floor and exit the building. There will be no loitering on premise or in the surrounding areas. Security staff will ensure this does not occur and any customers that violate policies or law will be added to customer blacklist and BPD and the CCC will be notified as required.

Plan for High Traffic Events or Surges

- In the case of high traffic events or surges, we will plan to have our Chief of Security and security team coordinate with proper local and state authorities.
- Because Ember Gardens has committed to being appointment only, some of the concerns of high traffic events are mitigated due to the limited appointment slots available per day. If circumstances demand, Ember Gardens can “blackout” certain appointment slots to ensure no store traffic in partnership with local and state authorities.
- A verified headcount will be maintained by the Security team following policies and SOPs.
- When necessary, additional security personnel can be made available for additional site monitoring and security
- If deemed necessary by local or state authorities, Ember Gardens would agree to a full shutdown of operations in the case of high traffic events or surges such as the Boston Marathon or other major events.

Parking & Public Transit

Public Transit

The site is conveniently located within a 3-minute walk of the Hynes Convention Center Station on the MBTA Green Line and within a 15-minute walk of Back Bay Station on the MBTA Orange Line, as well as close to multiple bus routes. Ember Gardens intends to subsidize transit passes for employees to encourage non-vehicular travel options. The transit connections within a short walk of the Project are outlined in the table below.

For customers that use public transportation, we will offer a discount on their purchase. This will be done by showing a recently purchased T Line or bus ticket (or proof that the customer has a

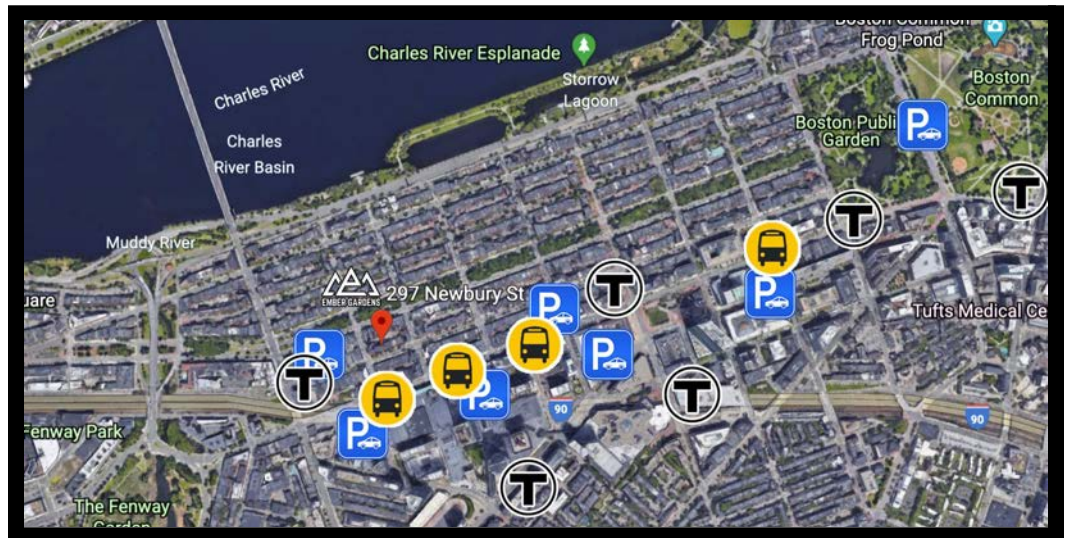
monthly or weekly pass). Customers using Blue Bikes or similar bike sharing services will also be eligible for this discount.

| Transit Service | Route Description | Peak Hour Headway (min) |
|----------------------|---|-------------------------|
| Orange Line | Oak Grove – Forest Hills | 6 |
| Green Line – B,C,D,E | Lechmere – Boston College/Cleveland Circle/Riverside/Heath Street | 6 |
| Route 55 | Jersey St/Queensberry St – Copley Station | 35-42 |

Local Parking Garages

Partnership with a local parking garage – Ember Gardens is currently in discussions with multiple local garages constructing a partnership to provide customers traveling to the location via their own vehicle a place to park. The parking garage directions, instructions, and other relevant information will be provided when the customer sets up their appointment. Ember Gardens will set up a relationship with the parking garage where the company will pay for a portion or all of the customer and employee parking via a voucher.

Newbury St. is a part of a lively and robust retail ecosystem that has various commercial and retail parking facilities capable of supporting any potential increase in traffic from our appointment only operational plan.



Nearby Parking

Garages: Hynes Auditorium Garage, Prudential Center Parking, SP+ Parking, Somerset Garage, Clarendon Street Garage, and more...

Newbury Street Traffic Mitigation

Exterior security team members will ensure that customers do not double park for their appointment and anyone who does not adhere to policies or refuses to move their vehicle will not be served and will be placed on the consumer blacklist. If necessary, the proper authorities will be contacted by the security team. Security team members will direct customers to proper parking options.

Security Plan Overview

Security Staff

Headed by our Chief of Security Aaron Washington, a 28-year veteran of the Massachusetts State Police Force, serving 26 years within the state SWAT team, with the last 10 years as the SWAT team's head. Our security staff will be trained professionals that will be equipped to supervise various security tasks including but not limited to customer ID processing to prevent any underaged customers, observation of camera feeds, securing product/cash inflow and outflow, and incident responses.

We will have three active staff during all hours of operation – one inside at the security checkpoint and two outside. Outside, one will always be posted in front of the location and the second patrolling the adjacent streets and alleyways – both outdoor staff members will be trained to prevent customers using products or performing secondary transactions, along with picking up any cannabis related trash. All security staff shall be equipped to consistently monitor all live camera feeds.

Security Equipment

Per state regulations, our facility will be outfitted with all the necessary security equipment in order to provide a safe and secure environment for our customers and employees. The best in-class security cameras, alarms, locks, and safes will be set up and implemented by a security company with experience in outfitting cannabis dispensaries. We will ensure there are also backup systems in the event of power outages, so the location always stays secure. We also are committing to partnering with the Boston Police Department in installing additional security equipment throughout the Back Bay neighborhood in order to ensure no improper sales, use or other criminal activity related to our location occurs. All locks will and security equipment will be checked daily to ensure they are in proper working order.

Product Storage

All products will be stored in a highly-secure vault, with the only exceptions being the small sample quantities displayed on the retail floor. At closing, these sample quantities will also be returned to the vault. The vault will only be accessible to authorized personnel. Odor controls (such as carbon filters) will be put in place to ensure no smell of cannabis products impacts our neighbors and the public and will be constantly maintained. Inventory checks and audits will be done daily by the General Manager to insure no employee theft.

Identification & Prevention of Diversion to Minors

- Proper Identification - Upon entrance, our Security Staff situated at the Security Desk shall be positively identifying all individuals seeking access to the premises of the dispensary to limit access solely to individuals 21 years of age or older. Access will only be granted to qualified customers and visitors. At the time of a customer/visitor entrance, their ID will be checked by security personnel utilizing the most modern

equipment to authenticate the presented identification. Any customer or visitor who is under the age of 21 will not be allowed to enter the facility.

- Signage will be placed at all entrances to indicate the age restrictions in place.
- All customers and visitors are to present legally acceptable identification, including a driver's license, passport, or some other form of legal photo identification to verify their identity and age upon entrance to the facility to Ember Gardens' security personnel – who will be trained on identification techniques.
- Any individual who is under 21 shall be escorted out of the facility.
- Any individual that presents false identification documents shall be reported to local law enforcement along with a creation of an incident report that shall be sent to applicable CCC officials.
- Any Ember Gardens employee is mandated to be 21 years of age or older. Any Ember Gardens employee who is found to be under this age to fraud shall be terminated for cause immediately per termination procedures and reported to local authorities and the CCC.
- Customer Bans and Blacklist – Any customer who breaks the law (in relation to our dispensary) or our policies will be banned from future service.

Employment, Local Hiring, & Positive Impact Plan

Projected Staff

Ember Gardens anticipates having 20-25 full and part-time staff at this location. This includes general managers, budtenders (retail associates), and security staff.

Local Hiring Plan

100% Boston residents, 50% women and minorities, 20% with prior criminal records, with additional preferential hiring for those who qualify as veterans, have disabilities, immigrants, or those that identify as part of the LGBTQ+ community. This will include the management team as well.

Wages & Benefits

Employees will be paid competitive wages (\$19/hr+ for retail associates) and benefits will include health care, vision/dental, transit subsidies, maternity/paternity leave, 401k, continued education, and more.

Profit Sharing

We will give the employees of this location up to 5% of the store's profits. This will not only give back profits into the community through our employees but also help us retain the best staff possible for our flagship location, creating local, long-term careers.

Positive Impact Plan

Scholarship funding & internship programs through partner organizations Minorities for Medical Marijuana and Cannabis Center of Excellence. Each intern program participant shall be given training and experience as well as a stipend of up to \$4,000 to use towards cannabis related courses or training seminars. Ember Gardens will track the employment metrics of all the program participants to understand the success rate of the program's ability to get meaningful job placement for individuals into the cannabis industry.

Neighborhood Job Fairs

Ember Gardens will hold training sessions across many neighborhoods of Boston to encourage and assist individuals in the following groups: minorities, women, veterans, persons with disabilities, and immigrants, to become involved in the legal cannabis industry. Each neighborhood shall have at least one such training session per year and can be in the form of hands-on workshops, educational seminars, or ad-hoc job fairs.

Plan for Obtaining Liability Insurance

Company Insurance Plan Overview

Pursuant to the CCC regulations our company will acquire the types of Liability Insurance that fulfill the following requirements:

A. General Liability Insurance coverage for no less than 1 million dollars per occurrence and 2 million dollars in aggregate annually.

B. Product Liability insurance coverage for no less than 1 million dollars per occurrence and 2 million dollars in aggregate annually.

C. Deductible shall be no higher than 5,000 \$ per occurrence

If for whatever reason, Ember Gardens Boston LLC is unable to secure insurance prior to the beginning of operations, we will commit \$250,000 to escrow in order to provide coverage for any potential Liability.

All documents showing insurance policies shall be maintained via our Financial Records Policy, and kept on hand at all times to provide proof to the Commission.

WHO: The Chief Financial Officer will be in charge of sourcing, maintaining and reporting on the insurance policies held by the company.

Restricting Access to Adults Age 21 & Older

Restricting Access to Individuals under the Age of 21 (Visitation Procedure)

Management Procedure Overview

In order to prevent underaged individuals from accessing our facility, all customers, outside vendors, contractors and visitors shall go through a thorough identification check prior entering the facility. For non-customers, they need to obtain a visitor identification badge prior to entering any limited access areas. These non-customer visitors shall also be escorted at all times by an Ember Gardens' employee authorized to enter the limited access area. The visitor identification badge shall be visibly displayed at all times while the non-customer visitor is in any limited access area. All non-customer visitors must be logged in and out and that log shall be available for inspection by the Commission at all times. At the time of a customer or visitor entrance, their ID will be checked by security personnel utilizing the most modern equipment to authenticate the presented identification. **Any customer or visitor who is under the age of 21 will not be allowed to enter the facility.** All visitor identification badges shall be returned to the company upon exit (badge not needed for customers). Ember Gardens will limit access to all areas of the facility to authorized personnel/agents.

During the hiring procedure, all candidates under the age of 21 shall be automatically disqualified. **Any hire, and thus employee, shall be 21 or older** when Ember Gardens applies for that individual's Laboratory Agent Registration Card with the CCC.

General Policies

- Who: Security Guard to conduct visitor check-in, incident reporting (if necessary) executed by the VP of Security and/or Chief of Security.
- Where: Lobby/Security Booth
- All customers and visitors are to present legally acceptable identification, including a driver's license, passport, or some other form of legal photo identification to verify their identity and age upon entrance to the facility to Ember Gardens security personnel.
- Security personnel will be required to keep a log of all non-customer visitors
- **Any individual who is under 21 shall be escorted out of the facility.**

- Any individual that presents false identification documents shall be reported to local law enforcement along with a creation of an incident report that shall be sent to applicable CCC officials.
- **Any Ember Gardens employee is mandated to be 21 years of age or older.** Any Ember Gardens employee who is found to be under this age to fraud shall be terminated for cause immediately per termination procedures and reported to local authorities and the CCC.

Customer & Visitor Procedure

1. All customers and visitors will be directed to the main entrance of the facility into the lobby.
2. At the security booth within the lobby, customers or visitors shall present legal photo ID to on-duty security guards.
3. Security guard will visually inspect the ID to ensure that the picture matches the customer or visitor, and also check DOB to ensure the age of customer or visitor is 21 or over.
4. After confirming the picture, security guards scan ID with onsite ID checking technology to verify authenticity.
5. If ID checks out, the visitor signs into visitor log and is issued a visitor ID badge/FOB and is escorted by designated Ember Gardens employee into the facility. Customer does NOT need to sign into any log.
6. If a customer or visitor fails an ID check for being under the age of 21, then security escorts the customer or visitor out of the facility and contacts local law enforcement. The incident is documented and reported to CCC and other local or state organizations with interest in such matters.
7. If a customer purchases a product, the customer presents a legal photo ID to the Retail Associate executing the retail transaction. Retail Associate visually inspects ID to confirm customer matches.

Separating Recreational From Medical Operations If Applicable

Ember Gardens is an adult-use recreational cannabis company only. Ember Gardens is not currently applying for or operating a medical cannabis operation and does not now or in the future have any plans to conduct medical operations.

Quality Control and Testing

General Sanitation

General Sanitation Overview

Since the dispensary is distributing consumer goods, the highest level of sanitation and cleanliness is needed. The whole facility will be cleaned regularly in accordance with the guidelines stated below in order to maintain pure and uncontaminated product.

Sanitation Guidelines and General Practices

- Uniforms will be provided by Ember Gardens.
- Hand-washing facilities shall be adequate and convenient and shall be furnished with running water at a suitable temperature.
- There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- Litter and waste shall be properly removed, disposed of so as to minimize the development of odor and minimize the potential for the waste attracting and harboring pests. The operating systems for waste disposal shall be maintained in an adequate manner pursuant to 935 CMR 500.105(12).
- There shall be adequate safety lighting in all processing and storage areas.
- All contact surfaces, including utensils and equipment, shall be maintained in a clean and sanitary condition. Such surfaces shall be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency (EPA), in accordance with labeled instructions.
- Water supply shall be sufficient for necessary operations. Water source shall be capable of providing a safe, potable, and adequate supply of water.
- Plumbing shall be of adequate size and design, and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing shall properly convey sewage and liquid disposable waste from the facility. There shall be no cross-connections between the potable and wastewater lines.
- The facility shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair. These facilities shall be cleaned on a regular cadence to ensure the high-level of sanitation found throughout the facility. Signage indicating that all employees must wash hands prior to returning to work will be posted throughout the toilet facilities.

- Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.
- All vehicles and transportation equipment used in the transportation of marijuana products or edibles requiring temperature control for safety will be provided and maintained as necessary to provide adequate temperature control to prevent the marijuana products or edibles from becoming unsafe during transportation, consistent with applicable requirements pursuant to 21 CFR 1.908(c).
- Any hired third-party cleaning services shall be instructed and trained to operate in compliance for all cannabis areas.
 - Third-party cleaners shall be escorted by a registered agent at all times while on the premises.
 - Third-party cleaners will go through the Visitor Procedure prior to entering the facility.
- Facility shall be inspected for overall cleanliness once per week by the management of each department. Report on the state of sanitation will be given to the Executive Committee for review.

Internal Audit Policy

Internal Audit General Overview

Ember Gardens Farms will install a comprehensive set of internal audits that will cover every facet of the business. This responsibility will be carried out by the CEO, with the corporate governance requiring them to audit each department of the business. When hired, the Head of Compliance will be the designated person who will carry out the audits, reporting results directly to the department manager responsible for that particular audit, and if need be, the General Counsel. These audits shall occur quarterly at minimum to ensure constant compliance. Moreover, they will not be broadcast to the general population of employees, so the audit remains authentic. The Head of Compliance or manager performing the audit shall be granted all access necessary to complete the task fully. Areas of the business to audit are, but not limited to,

- Facility Sanitation
- Disposal Logs
- Mechanical and Equipment Physical Inspection
- Perimeter Security Systems
- Interior Security Systems
- Transport Security Systems and Logs

- Visitor Log
- Packaging Materials
- Loading Dock Safety
- Financial Books and Ledgers
- Cyber-Security
- Inventory Logs
- Vault Entry Logs

If violations or deficiencies are found, immediate rectification will occur. Those responsible for the flags within the audit will be held responsible to fix them and then ensure they don't recur. If violations are continuous or especially flagrant, termination could occur. The below chart will be a simple template of how we will conduct the internal audits, with preparation of a potential external audit.

Lab Testing of Products for Retail Sales

Retail Lab Testing Overview

As required by all legal cannabis market places, testing must be performed on all cannabis and cannabis related products prior to any sale to the general public in compliance with M.G.L. c. 94G, § 15; & CMR 935.500.160.

General Policies

- No cannabis product shall be packaged or sold that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under CMR 935.500.160.
- To ensure compliance with these regulations, no product will be received into the building without a double verified METRC manifest showing Test Passes status on all products received. If products are not in compliance with testing, the deliveries will be rejected prior to entering the inventory system.
- Whether from in-house license-to-license transfers, or if from 3rd party retail establishments, the products will require the same testing standards to stay in compliance with CMR 935.500.160.
- Absolutely no products will be sold unless they meet these requirements.

Personnel Policies and Procedures

Background Check Procedure

Background Check Overview

The background check process is mandatory for anyone who wishes to work in the Massachusetts recreational or medicinal cannabis industry. This process is outlined as one of the key steps of the Hiring Procedure, this document will dive into more detail of what can be expected for each candidate when going through

General Policies

- Who:
 - HR Team, managed by the Head of HR, will ensure the proper data is received and submitted for each background check.
 - The Chief Security Officer will provide guidance on selecting a third-party background check company.
- All background checks shall be recorded and saved per the Personnel Record-Keeping Procedure.
- Any failed background check will prohibit the hiring of the candidate.
- The company will pay the costs of all background checks.

Information Gathered

- The full name, date of birth, social security number and address of the individual
- All aliases used previously or currently in use by the individual, including maiden name, if any
- A copy of the applicant's driver's license, government-issued identification card, liquor purchase identification card issued pursuant to M.G.L. c. 138, § 34B, or other verifiable identity document acceptable to the Commission
- An attestation that the individual will not engage in the diversion of marijuana products
- Written acknowledgment by the applicant of any limitations on his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth
- A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts.

- A description and the relevant dates of any civil or administrative action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority relating to any professional or occupational or fraudulent practices.
- A description and relevant dates of any past or pending denial, suspension, or revocation of a license or registration, or the denial of a renewal of a license or registration, for any type of business or profession, by any federal, state, or local government, or any foreign jurisdiction.
- A description and relevant dates of any past discipline by, or a pending disciplinary action or unresolved complaint by, the Commonwealth, or a like action or complaint by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority with regard to any professional license or registration held by the applicant.
- Any other information required by the Commission or the third-party background check company.

Employee Policies (High-Level Overview)

Employee Policies Overview

The document will serve as a high-level overview of some (but not all) of the key policies as it relates to our employees' relationship with the company. It does NOT serve as our official Employee Handbook. An official Employee Handbook, using information shown here as a starting point, will be created after the acquisition of the Provisional License from the Commission but prior to the company receiving its Final License and Commence Operations notice. The official Employee Handbook will be made available for review by the Commission at that time, after it has been written and reviewed by subject matter experts in Massachusetts Labor Law.

After the beginning of operation, the Head of HR in conjunction with the General Counsel will oversee the Employee Handbook and ensure it is maintained and updated with changes in both company policy and Massachusetts or Federal Labor Laws.

Policies

Payroll

Company payroll will occur on a monthly basis to start but will transition to a bi-weekly. We will purchase payroll software to easily process these payments, which includes calculating the various taxes for both the employee and employer. This is very important to avoid any type of tax or labor compliance issues, especially in an industry where

financial audits are likely. For hourly employees, it shall be their responsibility to fill out timecards and have their direct manager approve them before handing them into the current responsible party taking care of payroll.

Time Off

Ember Gardens will offer to all employees, two weeks or 10 business days of PTO time per year. We will allow employees to carry over unused PTO into the following year, capping out at 25 business days. All time off requests must be approved by the employee's direct manager, either prior to any vacations or after the fact in the case of a sick day. We will not, however, allow employees to get PTO if their bank is at 0, any days not worked at that point will be considered unpaid.

We believe offering a good time off package is a valuable benefit to our employees, and all shall have it. PTO time will accrue as the employee stays with the company. It is one of the tools that we hope entices workers to stay with us long-term and avoid as much employee turnover as possible. Upon termination, any PTO not used by the employee will be paid out based on their current salary in the final check per Massachusetts labor laws.

Work Hours

All full-time employees shall be expected to work 40 hours per week, with additional time needed if requested by management. Hourly employees shall be paid overtime for the additional time, while salary employees shall receive compensation days (essentially a PTO day added to their bank), if they work more than 48 hours during the week. However, any manager or employee that owns common stock in the company will not be allowed to accrue compensation days, as the extra time put forth should be for the benefit of the company and thus raising the value of the stock they own.

Daily hours shall be from 10 am to 8 pm. Employees may come in earlier and stay later as long as they achieve their 8 hours of work, but only at times permitted by local laws.

Holidays which our employees will have off are any Holidays recognized by the city of Boston and Suffolk County.

Drug and Alcohol Free Workplace

Ember Gardens explicitly prohibits:

- The use, possession, solicitation for, or sale of narcotics or other illegal drugs, alcohol, or prescription medication without a prescription on company or customer premises or while performing an assignment.

- Being impaired or under the influence of legal or illegal drugs or alcohol away from the company or customer premises, if such impairment or influence adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- Possession, use, solicitation for, or sale of legal or illegal drugs or alcohol away from the company or customer premises, if such activity or involvement adversely affects the employee's work performance, the safety of the employee or of others, or puts at risk the company's reputation.
- The presence of any detectable amount of prohibited substances in the employee's system while at work, while on the premises of the company or its customers, or while on company business. "Prohibited substances" include illegal drugs, alcohol, or prescription drugs not taken in accordance with a prescription given to the employee.

Leave Policy

Per state law, our company will provide 3 paid jury duty days. We will also provide 3 days of Bereavement Leave for immediate family members.

In addition, we will provide 4 weeks of parental leave for employees. Like the PTO policy, this is a benefit we want to give back to our employees to ensure that they feel they are cared for. This is part of our strategy of retaining and taking care of our employees to avoid turnover and to get their best effort and ownership mentality.

Severance

Severance will be given to employees when management deems it necessary. Our most common use of it will be to make sure that employees with non-compete clauses (those that are close and involved with confidential information), in order to make sure they don't jump ship to an immediate competitor straight away, thus allowing the company time to prepare and mitigate such a move. Severance duration and amount shall be determined on an individual basis by management at the time of termination.

Non-Compete Clauses

For employees that will work with confidential IP or financial materials (think management positions in the Finance, Cultivation and Manufacturing Departments), employee contracts will contain some type of non-compete clause that will prevent them from working for an immediate competitor for a certain period after termination. This is to allow the company time to mitigate the risk of defection. Employees with such clauses will be paid via severance to mitigate any financial hardship they may endure. All non-compete clauses will be written within allowable labor laws and practices and

reviewed by the General Counsel. Waivers may be granted in certain cases by the CEO.

Review Period & Compensation Changes

All employees, from the CEOs on down, will undergo an annual review to evaluate their performance, based on a scale from 0 to 5 (with 5 being the best). Each manager shall be up front with the expectations of their employee at the beginning of the year and/or employment, so that both sides are on the same page when the review process commences. During this review process, changes to compensation can be negotiated; however, any increases above a certain threshold will have to be signed off by the CFO and Executive Committee. If there is a disagreement between the employee under review and their manager, it can be escalated up to the next management level in order to attempt to reach a consensus on what is verifiable.

Promotions and transfers will also be discussed in these meetings, to ensure that our employees have a development path and something to work towards. Moreover, knowing what our employees want to do will enable us to provide them with the training and opportunities they need to grow, which will in turn provide benefits to our company as a whole, with a more skilled and engaged workforce.

Bonuses

There will be two main categories of bonuses given to employees. The first category will be discretionary annual bonuses granted to any employee that performs above and beyond their expectations (higher than a 3 on the performance scale). The manager will have discretion to grant up to a certain amount, but any bonuses above that must be approved by both the CFO and the Executive Committee. These bonuses shall reward the employees that go above and beyond, and the promise of such bonuses for good performers should drive employees to take more ownership and achieve more than what is expected of them. Before reviews begin, however, the CFO will determine how much money shall be allocated for bonuses, so as to avoid any potential jeopardy to the company's overall financial health.

Benefits

After completing the capital investments and as the employee count rises, we plan on investing back into our workforce by providing benefits such as health, dental, vision, profit sharing, 401k, etc. as deemed financially possible by the CFO and Executive Committee.

Ethics

Our Company will institute an ethics policy that will hold all of our employees to the highest professional standards. We are committed to uncompromising integrity in all that we do, and in the way in which we relate to each other, and to people outside the company. While the standards in this policy are mainly based on laws, they also reflect the values that define us and our company. We must constantly strive to avoid any circumstances that may create a conflict, or the appearance of a conflict, between our personal interests and those of the company. The standards in this policy may be implemented, interpreted, or amended from time to time through written procedures or other compliance guidelines. All supervisory and management employees, including all officers and directors of the company, have a special responsibility to lead according to the standards of this policy, in both words and action. Our supervisory and management employees are also expected to adhere to and promote our “open door” policy. This means that they are available to anyone with ethical or other concerns, questions or complaints. We also maintain a confidential “hotline” that employees can call in those circumstances (the HR department will manage the “hotline” and all resulting inquiries) All concerns, questions and complaints will be taken seriously and handled promptly, confidentially, and professionally. Moreover, no retaliation will be taken against any employee for raising any concern, question or complaint in good faith. In order to maintain a culture where the good of the company comes first and foremost, it will be a prerogative to hold all employees accountable to these ethics’ outlines. For violations, punishment can include up to termination and possible legal action if laws themselves were broken.

Worker Safety

Ensuring the safety and wellbeing of Ember Gardens’s employees and visitors will be taken very seriously. Strict guidelines will be created to minimize the risk to both people and product. The following guidelines will be a requirement for continued employment.

- Fire Safety – Ember Gardens will have numerous fire extinguishers on site as well as smoke detectors. Ember Gardens will also insure that all structures are in full compliance of fire code regulations.
- Monitoring of Hazardous Gases – Ember Gardens will install detectors that will monitor for hazardous gases such as carbon monoxide to ensure the safety of the people on site. This will also be in line with any commercial regulations in this area.
- Evacuation Maps and Procedures – All operational structures will have clear access to exits in the need for a quick evacuation. These exits shall remain clear always. When hired, employees will also receive training on where these exits are. For larger structures, maps will be posted to indicate the locations of all the exits.

- Medical Equipment on Site – Ember Gardens will have on site a medical station that will have a first aid kit, AED, and any other necessary medical equipment necessary. This will be installed in a clearly marked location that is accessible to all employees.

Personnel Record-Keeping

Personnel Record-Keeping Overview

The importance of an accurate employee record stretches far beyond the legal ramifications of that information not being current. For employers, keeping accurate records can help recruitment, identify gaps in skills, and save time while performing administrative duties.

It's also a legal responsibility. Maintaining tax information, wage information, employee demographics, and other required documentation is essential to meeting your legal obligations. When regulators ask for employee information, having it available in a single, easy to find place is essential.

Lastly, the contents of the personnel file provide a historical overview of the important happenings during an employee's career. They support the decisions that are made about the employee and his or her career. They demonstrate the employer's rationale behind hiring, promotions, transfers, rewards and recognition, and firing decisions.

General Guidelines

- **Who:** The Head of HR will be responsible for the custodianship and authenticity of all employee data and records.
- Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- **Data will be stored in the cloud to avoid the possibility of lost records.**
- **All physical records will be securely stored in a locked location with access only available to authorized personnel. All digital records will be highly secured utilizing the latest digital security protocols only accessible to authorized personnel and the CCC. This is to ensure information remains confidential.**
- Records kept must be available for inspection by the Commission, upon request.

Records

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each employee (marijuana establishment agent).
 - Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken
 - Notice of completed responsible vendor and eight-hour related duty training.
 - Medical Records (if applicable to job)
 - Drug Tests (if applicable)
 - I-9 Records
 - A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
 - Personnel policies and procedures; and
 - All background check reports obtained in accordance with 935 CMR 500.030.
 - Payroll Data - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the company.
- Resumes of potential candidates and any other data collected during the interview/hiring process

Employee Termination

Termination Overview

The process of offboarding an employee after a voluntary or involuntary termination. This process will be fully documented and archived to ensure a legal and compliant offboarding, and to ensure that there are no chances of future grievances by exiting employees against the company.

General Policies

- Who:
 - Manager of terminating employee to indicate to HR Manager that termination is occurring.
 - HR Manager or HR Associate to inform employees of termination if involuntary.
 - HR Manager or HR Associate to conduct exit interviews and ensure the collection of any company property.
 - Manager of termination employee to provide Termination Agreement terms, contract reviewed by the General Counsel and HR Manager to ensure contract meets legal and company policies.
- All steps of the process are to be documented and archived per the Personnel Records Procedure.
- Direct manager of terminating employee shall never have direct contact with employee if termination is involuntary
- Copies of receipt of final pay will be made to ensure compliance with Massachusetts Labor Law.
- **Any employee/agent that has been caught in the diversion of marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor shall be dismissed immediately and terminated involuntarily for cause.** This employee/agent shall then be reported to local law authorities and the CCC immediately upon discovery of said violations, with all appropriate evidence handed over. An immediate internal investigation will also then take place to identify if any company policies or procedures need updating to prevent a repeat offense.

Procedure

Voluntary Termination

1. Upon resignation, employees must provide in writing their last working day within their resignation letter and deliver the letter to the direct manager.
2. Direct manager informs HR Manager or HR Associate notification of the termination and the date effective.
3. On the termination date, the employee returns all company assets including Marijuana Establishment Agent Registration Card to HR Manager or HR Associate.
4. HR Manager or HR Associate Member conducts an exit interview and signs a document indicating that all assets were returned.
5. If applicable HR Manager or HR Associate will give a Termination Agreement to employee and provide signature deadline in accordance with Massachusetts labor law.
 - a. If signed, HR Manager or HR Associate will follow up periodically to ensure adherence to the terms of agreement.
 - b. General Counsel and HR Manager to review any Termination Agreement prior to it being given to the terminated employee.
6. Company will send employees final compensation which includes any unused PTO within the next pay cycle in accordance with Massachusetts labor law.
7. HR Manager or HR Associate will notify the CCC within one business day of employee termination.
8. Employee records will be kept for at least 12 months after termination per Personnel Records Procedure.

Involuntary Termination

1. Notification of termination (including the final date) is given to the HR Manager by the direct manager of the terminating employee.
2. HR Manager or HR Associate notifies employee of termination in person in Human Resources Area
 - a. Onsite security personnel are notified that involuntary termination is about to take place and are available to call to escort employees off premises if necessary.
3. On day of termination the employee returns all company assets including Marijuana Establishment Agent Registration Card to HR Manager or HR Associate.
4. HR Manager or HR Associate conducts exit interview and signs document indicating that all assets were returned

5. If applicable HR Manager or HR Associate will give Termination Agreement to employee and provide signature deadline in accordance with Massachusetts labor law.
 - a. If signed, HR Manager or HR Associate will follow up periodically to ensure adherence to the terms of agreement.
 - b. General Counsel and HR Manager to review any Termination Agreement prior to it being given to exiting employee for signing.
6. Company will distribute to the employee final compensation which includes any unused PTO on the last day of employment in accordance with Massachusetts labor law.
7. HR Manager or HR Associate will notify the CCC within one business day of employee termination
8. Employee records will be kept for at least 12 months after termination per Personnel Records Procedure

Hiring Procedures

Hiring Overview

The hiring procedure is the method our company will search for and bring on new employees. This will be done as new employees are needed either from expansion needs or the need to replace former employees lost to turnover. The interview and background check will be extensive to ensure the right person is hired.

General Policies

- Who:
 - Hiring Manager to indicate that there is an open position and provide guidelines for open position posting and qualifications needed.
 - HR Associate to post open role to appropriate hiring channels
 - HR Associate to provide submitted resumes to Hiring Manager
 - Hiring Manager is to conduct Resume reviews, and interview processes.
 - HR Associate is to oversee the background check process, Chief Security Officer and/or VP of Security to provide guidelines for background check (See Background Check Procedure).
 - HR Manager and General Counsel to review employee contracts for compliance reasons.
- The hiring of all positions will take into consideration Ember Gardens host agreement with the local municipality to hire locally and advertise positions at local job fairs, career centers ect.

- The hiring of all positions will take into consideration Ember Gardens Diversity Plan, to employ a diverse workforce.
- The hiring of all positions will take into consideration Ember Gardens Disportionate Impact Plan, to employ a wide range of employees from different economic circumstances.
- All hiring steps including applications, interviews, and background checks shall be recorded and saved per the Personnel Records Procedure.

Procedure

1. Hiring Manager indicates there is an open position
 - a. Hiring Manager provides qualifications, salary range, when position needs to be filled and job description
2. HR Associate posts open position on appropriate channels
 - a. Internal Postings that are made available to employees
 - b. Company website
 - c. Career Websites
 - i. Indeed.com
 - ii. Hemp Staff
 - d. Local job fairs and career centers which are to be done per the Social Equity, Diversity, and local hiring plans and initiatives.
3. Resume Analysis
 - a. Hiring managers of position reviews resumes and selects candidates
4. Collection of personal data
 - a. Candidates fill out employment application containing all pertinent data either on company website application portal or via third party employment firms
5. Phone Call Screening
 - a. Hiring manager discusses resume and experiences and determines if they want to move forward with hiring process
6. In-house interview
 - a. Hiring manager with at least one other member of management for multiple perspectives
 - b. Candidate fills out Application for Registration of a Marijuana Establishment Agent
7. Reference check
 - a. Primary manager will call at least three references provided by candidate
8. Verbal Offer
 - a. Hiring manager calls candidate to discuss compensation and role/title

9. The final contract is written by the Hiring Manager and then is reviewed by both general council and HR Management to ensure the contract meets legal and company policies.
 - a. Includes employment contract, NDA, non-compete if applicable, shareholder agreements if applicable
 - b. Send written employment offer package to candidate
10. Document returned and signed contract from candidate.
11. Submit candidate information to the background check company per Background Check Procedure.
 - a. Company will pay all associated fees and for background check and information requests
 - b. If candidate fails to pass background checks they are notified of the failure and the process is terminated
12. HR Associate will submit candidate application for Marijuana Establishment Agent to CCC
13. Upon receiving an Agent Registration card, the candidate is called by the Hiring Manager and is informed of the start date.
14. Candidate then undergoes onboarding and training per Onboarding and General Training Procedure.

Marijuana Agent Card Application & Renewal

Marijuana Agent Card Overview

In order for anyone to work in the Massachusetts' cannabis industry, they need to be in possession of a Marijuana Agent Card, as supplied by the Cannabis Control Commission. These cards also then must be annually renewed and returned when the Agent is no longer working at the company.

General Policies

- Who: Head of HR is responsible, along with the Compliance Manager, to ensure all employees have valid and up to date Agent Cards.
 - Head of HR will execute the renewal of the licenses annually.
- Company will maintain database of each employee's Agent Registration Card renewal dates which notifies HR when renewals are upcoming
- 30 days before the renewal date, Ember Gardens will submit renewal application and associated fees to the CCC
- Upon successful renewal, the company will update employee records and swap out physical cards until the next renewal cycle.

- Employees will carry on their person their Marijuana Agent Card at all times when on the clock.
- All such individuals issued a card shall be:
 - (a) be 21 years of age or older
 - (b) not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority
 - (c) be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.

Energy & Water Efficiency Policies

General Overview

In a world where attention is increasingly paid to environment friendly practices within industries, legal cannabis has come into the spotlight as an area where improvements to energy efficiencies are needed. The Commission, working with state environmental officials, have set guidelines, especially when it comes to cultivation, to have businesses employ environmentally and energy-saving equipment and processes. Ember Gardens will adhere and go above and beyond to satisfy these requirements, becoming an example for good environmental practices in the Massachusetts cannabis industry. **Ember Gardens shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management, prior to obtaining a final license under 935 CMR 500.103(2). In addition, Ember Gardens shall adopt and use additional best management practices as determined by the CCC to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the CCC upon demand. Some of these practices are detailed below.**

The main factor that will allow our company to achieve this is our decision to employ sustainable greenhouse engineering for all our cultivation needs. We are working with one of the best companies, Weatherport (based out of Delta, Colorado) for automated and energy efficient greenhouses that can be custom designed to meet our plant's high energy needs at a low energy cost. Their greenhouse is called Growports. These greenhouse structures include water walls, energy-efficient cooling and heating ventilation systems and of course are mainly dependent on natural sunlight to provide energy to the plants inside. The greenhouse cover is also designed to maximize light and heat efficiency, with minimal air leaks to maintain a steady and controlled environment. A filtered-water recycling system shall also be put into place, as described below.

General Policies

- Retail Area - In the retail area, a concerted effort will be made to ensure proper energy saving practices, such as the use of LED lighting, timers/motion detectors to ensure that lights do not remain illuminated if there is no need (with strict exceptions to all lighting needed to maintain a secure facility). There also will be the concerted effort to control the retail areas temperature in the most energy efficient manner - so not to waste natural gas, oil or electricity in the heating and cooling of those areas.

Record Keeping Procedures

Personnel Record-Keeping Overview

The importance of an accurate employee record stretches far beyond the legal ramifications of that information not being current. For employers, keeping accurate records can help recruitment, identify gaps in skills, and save time while performing administrative duties.

It's also a legal responsibility. Maintaining tax information, wage information, employee demographics, and other required documentation is essential to meeting your legal obligations. When regulators ask for employee information, having it available in a single, easy to find place is essential.

Lastly, the contents of the personnel file provide a historical overview of the important happenings during an employee's career. They support the decisions that are made about the employee and his or her career. They demonstrate the employer's rationale behind hiring, promotions, transfers, rewards and recognition, and firing decisions.

Record Keeping Policies

1. Establishments shall maintain their records in accordance with generally accepted accounting principles. 935 CMR 500.105(9)
- 2.
3. Ember Gardens will maintain an accurate and organized record of the following:
 - a. Inventory records as required by 935 CMR 500.105(8). 935 CMR 500.105(9)
 - b. Seed-to-sale tracking records for all marijuana as required by 935 CMR 500.105(8)(e). 935 CMR 500.105(9)
 - c. Written operating procedures shall be maintained as required by 935 CMR 500.105(1). 935 CMR 500.105(9)
4. The following business records shall be maintained:
 - a. Assets and liabilities;
 - b. Monetary transactions;
 - c. Books of accounts;
 - d. Sales records; and
 - e. Salary and wages paid to each employee. 935 CMR 500.105(9)

General Guidelines

- Who: The Head of HR will be responsible for the custodianship and authenticity of all employee data and records.
- Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- **Data will be stored in the cloud to avoid the possibility of lost records.**
- **All physical records will be securely stored in a locked location with access only available to authorized personnel. All digital records will be highly secured utilizing the latest digital security protocols only accessible to authorized personnel and the CCC. This is to ensure information remains confidential.**
- Records kept must be available for inspection by the Commission, upon request.

Records

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each employee (marijuana establishment agent).
 - Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
 - All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
 - Documentation of verification of references;
 - The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
 - Documentation of periodic performance evaluations;
 - A record of any disciplinary action taken
 - Notice of completed responsible vendor and eight-hour related duty training.
 - Medical Records (if applicable to job)
 - Drug Tests (if applicable)
 - I-9 Records

- A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.
- Payroll Data - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with the company.
- Resumes of potential candidates and any other data collected during the interview/hiring process

Waste Disposal Policy

1. No fewer than two Marijuana Establishment Agents shall witness and document how the solid waste or organic material containing Marijuana is handled on-site including, but not limited to, the grinding up, mixing, storage and removal from the Marijuana Establishment in accordance with 935 CMR 500.105(12). When Marijuana Products or waste is disposed or handled, the Marijuana Establishment shall create and maintain an electronic record of the date, the type and quantity disposed or handled, the manner of disposal or other handling, the location of disposal or other handling, and the names of the two Marijuana Establishment Agents present during the disposal or other handling, with their signatures. A Marijuana Establishment shall keep these records for at least three years. This period shall automatically be extended for the duration of any disciplinary action and may be extended by an order of the Commission.
2. Establishments shall keep these waste records for at least three years. 935 CMR 500.105(12)

Financial, Accounting, and Audit Procedures

WHO: Chief Financial Officer (CFO) is ultimately responsible for the proper execution of all financial related matters. He or she will also create the policies, training plans, financial statement formats, and payment processing procedures. CEO and Board of Directors will also provide higher level policies, mandates and guidelines.

The Head of Tax, Controller, and Treasury Manager will be managers reporting to the CFO, each heading their respective areas of Tax Compliance, Accounting, and Banking/Cash Flow. Staff Accountants will be the employees with the responsibility of maintaining the accounting books and other transactional financial matters, overseen by the Controller.

Financial Management Overview

There will be a firm grip on every dollar to going in and out of the organization, and the accounting books will reflect as such. The CFO (with CEO guidance) will handle the payment of all bills, salaries, taxes and any other costs with the cash on hand. All cash transactions will be meticulously kept track of and documented due to the impediment of not being able to reference electronic bank or credit card statements & transactions (at least until laws permit otherwise). All transactions will be recorded in real time, including but not limited to:

- Assets and liabilities
- All monetary transactions
- All books of accounts, journals ledgers contracts, copies of checks, invoices and vouchers
- Sales records, quantity, form and cost
- Salary wages paid to employees
- Stipend paid to board members
- Executive pay outs
- Any benefit of item or value paid to any individual affiliated with the company

Financial Records

Records will be kept and stored securely, with a private cloud-based storage one possible option. The company financials will be private information excluding the Board of Directors, Executive and Management Committees, shareholders and any state, local or Federal authorities.

Accounting Overview

As a C Corporation and a business that will have projected high revenues within the first three years, the only logical (and legally allowed) choice of accounting will be the Accrual Method.

The accrual basis of accounting is the concept of recording revenues when earned and expenses as incurred. Accrual basis accounting is the standard approach to recording transactions for all larger businesses, which due to our projected revenue streams, Ember Gardens is to be within a year. This concept differs from the cash basis of accounting, under which revenues are recorded when cash is received, and expenses are recorded when cash is paid. For example, a company operating under the accrual basis of accounting will record a sale as soon as it issues an invoice to a customer, while a cash basis company would alternatively wait to be paid before it records the sale. Similarly, an accrual basis company will record an expense as incurred, while a cash basis company would otherwise wait to pay its supplier before recording the expense.

The accrual basis of accounting is advocated under both generally accepted accounting principles (GAAP) and international financial reporting standards (IFRS). Both of these accounting frameworks provide guidance regarding how to account for revenue and expense transactions in the absence of the cash receipts or payments that would trigger the recording of a transaction under the cash basis of accounting. The accrual basis of accounting tends to provide more even recognition of revenues and expenses over time, and so is considered by investors to be the most valid accounting system for ascertaining the results of operations, financial position, and cash flows of a business. In particular, it supports the matching principle, under which revenues and all related expenses are to be recorded within the same reporting period; by doing so, it should be possible to see the full extent of the profits and losses associated with specific business transactions within a single reporting period.

The accrual basis requires the use of estimates in certain areas. For example, a company should record an expense for estimated bad debt that have not yet been incurred. By doing so, all expenses related to a revenue transaction are recorded at the same time as the revenue, which results in an income statement that fully reflects the results of operations. Similarly, the estimated amount of product returns, sales allowances, and obsolete inventory may be recorded. These estimates may not be entirely correct, and so can lead to materially inaccurate financial statements. Consequently, a considerable amount of care must be used when estimating accrued

expenses. Estimates of both our expenses and revenues will initially be based on our financial projections that have been created for the business. They will then be in turn based on the actual results of the initial 6-8 months of operations, which should more or less reflect the realistic expectation of both manufacturing and harvest operations.

Hiring staff accountants and a CFO with experience with accounting with this method will be a requirement, except perhaps bookkeepers or other transactional personnel. A competent staff will be hired as soon as possible after the first harvest is sold, to certify our accounting books are meticulously maintained by trained professionals to prepare for financial audits, both internal and external.

Internal Financial Audits

Our accounting and finance teams and personnel must go about all their work with the full expectation that they will be double checked at some point by auditors. The key to an efficient and successful financial audit is preparation. Being well prepared for an audit saves time and money, and ultimately helps your business achieve the desired outcome: an accurate financial statement.

Being Organized - Before the audit takes place, we will have a reconciled trial balance with all of the posted year-end adjustments recorded. Closing out the financial year that the auditor will be reviewing saves time, as it's difficult to audit efficiently when the numbers are still changing. This will be part of our procedures since we can anticipate an audit. We will coordinate staff to assist with the audit and ask how many auditors will be working in our office, as we'll potentially need to provide them with adequate space. Acting as a cohort will be an important component during this process.

Setting Up a Timeline - Good communication with the auditors is critical to avoiding surprises and creating a timeline for the audit up front is a crucial step in establishing that dialogue. Determining when the audit will begin and end, as well as any incremental deadlines, and receive it in writing will be part of our audit preparation. Obtaining a detailed list from the auditors of which documents and information they'll need to see will be essential for adequate preparation as well. We will also request any necessary confirmations promptly to save auditors time spent waiting for responses.

Requesting Back Documentation - Once the audit is finished, we will request supporting documentation of any adjustments the auditors made, as well as the account combinations and adjusted trial balance used in preparing the financial statements. This will ensure our books are up to date with any of the auditor's findings or adjustments.

Internal Audit Teams – As previously mentioned in the management sections of this plan, each CEO along with the Head of Compliance will conduct internal audits of the company to ensure compliance with all Federal, state and local regulations. This will also include internal financial audits as well, where the CFO will partner with the responsible parties. These internal audit checks will allow us to prepare for external audits and provide our accounting and finance teams to practice and prepare for the real thing. It will also of course help to uncover any errors that may be present so they may be corrected prior to any external audit occurring.

Use of Checklists – We will use extensive use of checklists when prepping for the financial audit. An example of such a checklist can be shown below:

Payment of Taxes

We will have three separate government entities where tax payments will be made. First, as a C-Corporation, we will pay the Federal IRS corporate income tax. Second, will be to the state of Massachusetts, for the taxes put in place for the cannabis industry. Third, will be to the town of Orleans, which shall be entitled to local taxes stipulated in the host agreement. All tax payments will be made timely, and preferably electronically.

These payments will in most cases be paid quarterly, with some coming at year end. While we will at some point early on in our company's existence hire a Head of Tax who will manage and ensure that these taxes are done correctly, in the meantime we will use some outside firms to make sure these are being done correctly. Under or overpaying taxes can result in a whole set of problems, ranging from compliance violations to reducing capital available for expansion. It is quintessential, therefore, for us to always ensure our tax payments are made with the utmost accuracy every quarter.

Budget Process & Internal Financial Controls

The budget process, and the controls that will be put in place to ensure that all spending is approved and tracked by the appropriate parties and will be enshrined into the Corporate Governance document. The budgeting of funds is important for setting the necessary boundaries for each team or department, so managers can plan out the details in conjunction with what they can achieve regarding the financial resources available to them. This process would occur prior to the beginning of the operating year, with the CFO and Executive Committee playing the most central role, though other managers in their respective departments (mostly the Management Committee) will also have a role to play with regards to their specific areas. The tracking of budgets will consequently be both the dual responsibility of the managers in the areas that receive

designated funds, and the CFO/Finance Department, in order to make sure they are being held accountable to the proper levels of expenditure. If mid-years adjustments, whether up or down, to the budgets need to be made, it will go through a formal process, based on the Corporate Governance structure, with appropriate approvals needed for the right levels of management based on the amount of the increase/decrease. Large single disbursements will also need approvals, the thresholds determined by the Corporate Governance document as well. The CFO and the Finance Department will be the central player in all budget creation and management throughout the company, as they will have the best comprehension of the financial situation of the company, and how budgets and expenditures of the precise areas affect the company's financial position overall.

The controls of financial budgets and expenditures will be clear to all of management, with detailed written records of not only the transactions, but the approvals needed for them to occur as well as be maintained. This level of detail will help the company in any potential external audit, which along with auditing the financial statements themselves, audit that company controls are being followed, and executed accordingly. Having external audit results manifest that our internal financial controls work and are being followed will then be a great asset to the company, as it will show the public (and potential buyers, investors, etc.) that our company is being a commendable operation, and allow them to have confidence in the financial statements we are producing. Functioning in an industry that still expresses some ambivalence in the public discourse, the reputation of our financial reporting and operations is essential.

Retail Specific Record Keeping

- Ember Gardens is prohibited from utilizing software or other methods to manipulate or alter sales data. 935 CMR 500.140(6) (required for retail only)
- Ember Gardens shall conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data a. 935 CMR 500.140(6)
- Ember Gardens shall maintain records that it has performed the monthly analysis. 935 CMR 500.140(6)
- If Ember Gardens determines that software or other methods have been installed/utilized to manipulate or alter sales data: it shall immediately disclose the information to the Commission, cooperate in any investigation, and take such other action directed by the Commission. 935 CMR 500.140
- Ember Gardens shall comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements. 935 CMR 500.140(6)
- Ember Gardens shall adopt separate accounting practices at the point-of-sale for

marijuana and non-marijuana sales. 935 CMR 500.140(6)

- A retailer that is co-located shall maintain and provide to the Commission on a biannual basis accurate sales data during the six months immediately preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10). 935 CMR 500.140(6)
 - There are no current plans to co-locate medical sales for Ember Gardens Boston but the record keeping procedure will incorporate this update if the transition happens in the future.

Training Plan

Employee Onboarding & General Training

Employee Onboarding Overview

Ember Gardens will implement a comprehensive employee training program, so that each employee understands their role in keeping the facility, themselves, and products safe and secure.

- All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available. 935 CMR 500.105(2)
- All new employees shall complete the Responsible Vendor Program within 90 days of being hired. 935 CMR 500.105(2)
- Responsible Vendor Program documentation must be retained for four (4) years. 935 CMR 500.105(2)

General Policies

- Who:
 - Hiring manager of new employees will be in charge of training
 - HR Associate's managed by Head of HR, will ensure new employees receive, fills out and returns all employment forms
 - HR Department is in charge of ensuring the, "Responsible Vendor Training Program" is completed annually by all employees.
 - Members of the Security Department give orientation on company and facility security and emergency procedures, policies and evacuation plans.
- Employment forms will include
 - I-9 information
 - Permissible personal identification documents
 - Tax forms (federal and state)
 - Bank account information (direct deposit)
 - Emergency contacts
- Ember Gardens will train all security and administrative personnel on identification techniques.
- During mandatory employee training, all employees will be given information on the security system, and why it is in place. Signage will also be placed through the establishment advising that the area is under video surveillance.
- When an employee is hired, they will be required to waive the right to privacy while working on the premises. During employee training all personnel will be

informed of this policy and that it is in place to prevent illegal diversion of cannabis products.

- At a minimum, staff shall receive eight hours of on-going training annually. (this is the responsibility of direct managers).
- Any requirements dictated by the Commission regarding the “Responsible Vendor Training Program” will be managed by the HR Department, and ensured of its execution by the CEO to maintain compliance for all employees and other associated parties that hold a Marijuana Agent Registration associated with the company.

Procedure

1. Upon start employee will undergo the following general training exercises within their first week of employment
 - Onboarding and review of Employee Handbook and it’s policies
 - Policies include but are not limited to:
 - Personal conduct in the workplace
 - Drug free work environment
 - Sexual harassment training
 - Discrimination training
 - General safety training
 - Security training
 - Prevention of diversion policies
 - Employee and hiring manager will sign documents indicating completion of training sessions
2. Employees will submit all I-9, payroll and other information required by the company for compliance reasons within their first week of employment, collected by the HR Department and stored per the Personnel Recording-Keeping Procedure.
3. Employees undergo job specific training
 - Details outlined in the Staffing Plan, Cultivation Training Plan, and Manufacturing Training Plan.

Retail Training

Retail Training Overview

Training for the retail sector will be highly job specific. Most team members will have significant previous experience and training in retail settings however they may be new to the cannabis industry and will have specific training to cover those areas. Upon starting a new role, team members will undergo training, shadowing, and examination

by their supervisors. Uniform training of employees will ensure state and company compliance that will result in consistent productive operations yielding the highest quality final products. Retail Associates will have a wide range of tasks and require the necessary skills to master those tasks. Employee training will cover all facets of the retail operations from safety, compliance, customer service, product training, and process quality.

General Policies

- Who: Retail Associates managed by Retail Managers, and VP of Retail
- Where:
 - Retail Areas
- Designated process manager and/or designated trainer/specialist will spend a minimum of 2-3 weeks alongside designated Retail Associate during training period.
- Assessment of Retail Associate in the retention of required materials, knowledge, and abilities to perform required tasks sufficiently will be conducted via written and visual compliance tests in week 4.
- In the event that additional training is needed to support the Retail Associate in their continued progress through their designated positional requirements, feedback from the Associate will be documented and utilized to improve their success through the training process.
- Performance evaluations of Retail Associates will be conducted every 6 months.
- Retail Associates will not be required to have more than one primary designated area of responsibility.
- Retail Associates will be required to understand and participate when needed in a supporting capacity as determined by management in all areas that fall under Retail Operations.
- Maintain a safe work environment.
- Maintain a sterile work environment.
- Uphold all state and company policies and procedures.
- Make sure that all the tools and equipment are properly maintained.
- Maintain accurate and proper labeling of material batches per Inventory Procedures.
- Ensure strict compliance with dispensing procedures

List of Anticipated Positions and Their Qualifications

Retail GM – The General Manager oversees day-to-day operations of the dispensary, managing core department managers (Security, Sales, Customer Services, Inventory) and managing all strategies and tasks related to facilities, accounting, sales and marketing, and public relations. He or she has financial responsibility for the P&L and is responsible for successful strategy execution. This position reports to and is accountable to the corporate officers. The General Manager provides leadership to all departments throughout the dispensary. He or she keeps tight control of the senior management-approved budget and oversees operations according to established policies and procedures. This staff member is ultimately responsible for overall building appearance, cleanliness, comfort, functionality, safety, security, and overall customer experience. Finally, this position is ultimately responsible for employees' strict adherence to laws and regulations concerning marijuana. We anticipate the salary range of our General Managers to be between 50-100k depending on experience.

Projected Start Date – At inception.

Reporting To – COO

Direct Reports – Retail Associates; Security Guards

Retail Associates (Budtenders) – An employee who works at the storefront and represents the cannabis dispensary. Retail Associates are responsible for educating consumers about the effects, benefits, and overall experience of cannabis products. While they are typically not medically trained, these marijuana dispensary employees serve as important guides to using cannabis products, and tailor their customer and patient service to all levels of experience.

The job description for budtenders usually entails a number of responsibilities in the dispensary. The role typically includes:

- Acting as the face of the dispensary, greeting customers
- Facilitating the sale
- Educating customers about a variety of cannabis products, including flower, edibles, and concentrates
- Staying abreast of new products, strains, changes in laws, and industry trends in order to provide the highest level of service to customers
- Weighing and packaging products as needed
- Providing recommendations on cannabis products based on customer requests

- Maintaining medical cannabis patient information and proper records (if at a medical dispensary)
- Advising customers on proper safety measures to follow when consuming cannabis
- Verifying proper identification and paperwork from customers
- Assisting in various dispensary operations, including operating the cash register and maintaining hygienic conditions.

There would be a combination of full-time and part-time employees for the Retail Associate role. The starting salary would be \$38,000 per year (The national average salary for a Budtender is \$32,539 in the United States.) Regular pay increases would occur for Retail Associates who perform highly and gain experience on the job.

Security Guard/Driver – Due to the industry potentially being in all cash and the high value of the product being stored and transported, it has been common for cannabis businesses to have hired security either on the payroll or via outsourcing. While the usual high level of physical security on the site is good enough to deter most cases of robbery on premises, there is a need for a person to be present during business hours to monitor said security equipment and to respond to any incidents. The security guard will also handle any visitor management to ensure compliance with such regulations. The high vulnerability of either cash or product in transit will also add the dual responsibility of the security guards becoming the company drivers. They will work in close unison with the Head of Logistics and Packaging when doing these transportation runs. Hopefully, with the company's ability to deposit cash in banks, these runs will be for cannabis products only. Hires would be people with previous private security, military or law-enforcement experience. They would be full-time employees paid between \$18-\$25 per hour.

Inventory Associate – These employees will manage and negotiate the incoming sales orders and oversee that the orders are being fulfilled. They will also track, audit and maintain the inventory of the various goods that need to be stored and shipped, both for compliance and sales reasons. They would spend time working both in both the office and on the production floor, depending on the duties needed that day. These individuals will be highly organized, with backgrounds in sales, audit or inventory preferred. A yearly salary would range between 36k to 55k. Paying bonuses tied to sales made will also be made once the company reaches a certain level of financial security.

Diversity Plan

Plan Goals

1. Increasing the number of individuals falling into the below-listed demographics working in general staff, management and executive positions at the establishment while providing tools to ensure their success. Goal tracking metrics shall be made available for review. Ember Gardens will designate 50% of its staff and management to be female and/or minorities. These are the goals further broken down as follows:

- Staff by Demographics
 - 25% Woman
 - 25% Minorities
 - 5% Veterans
 - 5% Persons with disabilities; and
 - 5% LGBTQ+

2. Cultivate diversity among suppliers, vendors, and service providers, to the extent possible. Preference will be given to vendors and contractors falling into the above listed categories. To track the progress of this plan, our HR Department on a quarterly basis shall write a report listing all the engagement Ember Gardens conducted with vendors and contractors that fall into the above listed categories.

- Goal of 20% Suppliers, vendors and service providers to fall into the above listed categories.

Plan Programs (Execution of Diversity Plan)

1. **Goal 1** - To achieve our hiring goal, across staff, management and executives our company will work with local job placement agencies to assist in hiring minorities and women and the other groups mentioned above to diversify our workforce. We will routinely gather and monitor data to assess the success of these diversity initiatives and make improvements that detail our shortcomings of our own or those of the local job placement agencies to ensure we complete the goals laid out in our plan. To track the progress of this plan, **our HR Department on a quarterly basis shall write a report listing all the engagement Ember Gardens conducted with local job placement agencies and recruiters, detailing the number of candidates reached, how many of them went through the interview process and how many have been offered and started employment. This report shall then be reviewed by the CEO.**

If unsatisfactory progress is being made in achieving the goals outlined in the plan under this program (Program 1) with the local job placement agencies, the CEO will make adjustments to the program, including instituting more direct recruiting efforts, such as

company run job fairs or the writing of classifieds in the employment section of local newspapers. These more direct recruiting efforts will be executed on a quarterly basis (meaning one job fair per quarter, one listing of open positions per quarter in employment sections of local newspapers with language present that we are looking for someone that is a woman or a racial minority) If this more direct recruiting approach is deemed necessary a quarterly report shall still be conducted by the HR Department and given to the CEO for review.

All reports done by the HR Department shall be made available to the CCC for review upon the license renewal process.

2. **Goal 2** - To achieve our goal of cultivating diversity among suppliers, vendors, and service providers we will use databases like the Supplier Diversity Program's (SDP <https://www.mass.gov/supplier-diversity-program-sdp>) to find vendors and contractors falling into the above listed categories. To track the progress of this plan, our HR Department on a quarterly basis shall write a report listing all the engagement Ember Gardens conducted with vendors and contractors that fall into the above listed categories.

Program 1 Example: Ember Gardens shall post quarterly advertisements in the local newspaper, the Cape Cod Times, stating that the establishment is specifically looking for women, minorities LGBTQ+, or persons with disabilities to work for the establishment.

Program 2 Example: Ember Gardens will start its bidding process by contacting the necessary subcontractors from the SDP database in order to meet or exceed its 20% vendor goal before moving on to non SDP subcontractors.

Plan Metric Tracking, Implementation Protocols and Measurements

The HR Department will collect this data during the hiring process and maintain the company's personnel records per the Personnel Records Procedure. HR, in conjunction with the company CEO, will ensure the following metrics are kept to ensure we are progressing to meet the goals outlined in this plan and to confirm the programs we have in place to achieve them are working as intended.

-
1. **Metric Tracked:** Number of individuals from the above-referenced demographic groups who were hired and retained after the issuance of a license.
 2. **Metric Tracked:** Number of members of management that fall into the above-listed demographics since initial licensure.
 3. **Metric Tracked:** Number of positions created since initial licensure and the ratios of the above demographics within those positions.

4. **Metric Tracked:** Number of postings in diverse publications or general publications with supporting documentation.
5. **Implementation Protocol:** Any actions taken, or programs instituted by Ember Gardens or any of its affiliates while implementing this plan will not violate the Cannabis Control Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
6. **Implementation Protocol:** While implementing this plan, Ember Gardens 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.
7. **Implementation Protocol:** All progress and successes of this plan shall be documented in a manner that is easily reviewable by the CCC during Ember Gardens' license renewal process, which shall occur annually.
8. **Implementation Protocol:** All progress and successes of this plan shall be documented in a manner that is easily reviewable by the CCC during Ember Gardens' license renewal process, which shall occur annually and every year after.