



Massachusetts Cannabis Control Commission

Marijuana Delivery Operator

General Information:

License Number: MD1274
Original Issued Date: 01/20/2022
Issued Date: 01/20/2022
Expiration Date: 01/20/2023

MARIJUANA DELIVERY OPERATOR PRE-CERTIFICATION NUMBER

Marijuana Delivery Operator Pre-Certification
Number:

ABOUT THE MARIJUANA DELIVERY OPERATOR LICENSEE

Business Legal Name: Ember Gardens Delivery LLC

Phone Number: 774-488-9226 Email Address: Shane.Hyde.Fuego@gmail.com
Business Address 1: 254 Newhill Ave Business Address 2:
Business City: Somerset Business State: MA Business Zip Code: 02726
Mailing Address 1: 254 Newhill Ave Mailing Address 2:
Mailing City: Somerset Mailing State: MA Mailing Zip Code: 02726

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

No documents uploaded

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE, Minority-Owned
Business

SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE

Social Equity or Economic Empowerment License Number: SE304227

ADDITIONAL SOCIAL EQUITY OR ECONOMIC EMPOWERMENT LICENSE NUMBERS

No records found

PERSONS HAVING DIRECT OR INDIRECT CONTROL

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 62 Percentage Of Control: 62
Role: Owner / Partner Other Role:
First Name: George Middle Name: Last Name: Friedlander Suffix:
Gender: Male User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)
Specify Race or Ethnicity:

Person with Direct or Indirect Authority 2

Date generated: 02/01/2022

Percentage Of Ownership: 11.3	Percentage Of Control: 11.3
Role: Owner / Partner	Other Role:
First Name: Shane	Middle Name: Last Name: Hyde Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 7.7	Percentage Of Control: 7.7
Role: Owner / Partner	Other Role:
First Name: Daniel	Middle Name: Last Name: Gillan Suffix:
Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

ENTITIES HAVING DIRECT OR INDIRECT CONTROL

Entity with Direct or Indirect Authority 1

Percentage of Control: 37.1	Percentage of Ownership: 37.1	
Entity Legal Name: Fuego Farms Inc.	Entity DBA:	DBA City:
Entity Description: A Massachusetts-based C-Corp that currently holds two provisional licenses for cultivation and manufacturing.		
Entity Website:		
Foreign Subsidiary Narrative:		
Relationship Description: Fuego Farms Inc. is the parent company which plans to have stakes to be multiple licenses, including Delivery-Only license part of this application. The individual owner and Social Equity Program member associated with this license, George Friedlander, is one of the core founders and larger stakeholder in Fuego Farms Inc. Fuego Farms Inc. will work with George to use this license as part of its overall cannabis strategy in Massachusetts, thus it would have direct control. This would apply to all strategic and day-day operations for the entity that holds this license.		

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

Entity Contributing Capital 1

Entity Legal Name: NEC Capital LLC	Entity DBA:
Email: jphillip@phillipproperties.com	Phone: 401-862-2252
Address 1: 1 Nauset Street	Address 2:
City: New Bedford	State: MA Zip Code: 02746
Types of Capital: Debt	Other Type of Capital: Total Value of Capital Provided: \$250000 Percentage of Initial Capital: 100
Capital Attestation: Yes	

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: Shane	Last Name: Hyde	Suffix:
Marijuana Establishment Name: Fuego Farms Inc.	Business Type: Marijuana Cultivator	
Date generated: 02/01/2022		

Marijuana Establishment City: Middleborough Marijuana Establishment State: MA

Individual 2

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 3

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

Individual 4

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 5

First Name: GEORGE Last Name: FRIEDLANDER Suffix:
Marijuana Establishment Name: Fuego Farms Inc. Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Middleborough Marijuana Establishment State: MA

Individual 6

First Name: GEORGE Last Name: FRIEDLANDER Suffix:
Marijuana Establishment Name: Ember Gardens Boston LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Boston Marijuana Establishment State: MA

Individual 7

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 8

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 9

First Name: Daniel Last Name: Gillan Suffix:
Marijuana Establishment Name: Ember Gardens Boston LLC Business Type: Marijuana Retailer
Marijuana Establishment City: Boston Marijuana Establishment State: MA

MARIJUANA DELIVERY OPERATOR LICENSEE PROPERTY DETAILS

Establishment Address 1: 11 Charlotte Court Establishment Address 2: Unit G
Establishment City: Middleborough Establishment Zip Code: 02346
Approximate square footage of the establishment: 3100 How many abutters does this property have?: 31
Have all property abutters been notified of the intent to open a Marijuana Delivery Operator Licensee at this address?: Yes

HOST COMMUNITY INFORMATION

Date generated: 02/01/2022

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	04.09.20_Form_COM_Attestation.pdf	pdf	6129452938fd57079451677f	08/27/2021
Plan to Remain Compliant with Local Zoning	EG Delivery Plan to Remain Compliant with Local Zoning.pdf	pdf	612950dd38fd5707945167ea	08/27/2021
Certification of Host Community Agreement	HCA Certification Form Ember Gardens Delivery LLC Executed.pdf	pdf	6138f066d905310789ae4276	09/08/2021
Community Outreach Meeting Documentation	Certified Mail2_Redacted-Reduced (1).pdf	pdf	6138ff493e10be075d4ad983	09/08/2021
Community Outreach Meeting Documentation	Newspaper Ad Receipt.pdf	pdf	6138ff52ab6739076439f3bb	09/08/2021
Community Outreach Meeting Documentation	Stamped Town Clerk Notice (1).pdf	pdf	6138ffada82c5807742a9443	09/08/2021
Community Outreach Meeting Documentation	Attestation_of_the_number_of_participants_attending_the_meeting.pdf	pdf	6145ee0410e8450793e195c5	09/18/2021
Community Outreach Meeting Documentation	EG Middleboro Gazette.pdf	pdf	6145ee1df076f507dc7df907	09/18/2021
Community Outreach Meeting Documentation	The applicant shall post on a publicly accessible website all meeting materials at least.pdf	pdf	6145f158604619079ab78dd2	09/18/2021

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	CCOE Ember Gardens Delivery Contract Updated.pdf	pdf	6145f3c8e4062c07dab798c6	09/18/2021
Plan for Positive Impact	EG Delivery Positive Impact Plan1.pdf	pdf	61460819c12c6607a11ae4f7	09/18/2021

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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 2

Role: Owner / Partner **Other Role:**

First Name: Shane **Last Name:** Hyde **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 3

Role: Owner / Partner **Other Role:**

First Name: Daniel **Last Name:** Gillan **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

Entity Background Check Information 1

Role: Parent Company **Other Role:**

Entity Legal Name: Fuego Farms Inc. **Entity DBA:** **Federal Tax Identification Number EIN/TIN:** 84-2193238

Entity Description: A MA-based C-Corp that conducts adult-use cannabis operations

Phone: 774-488-9226 **Email:** Shane.Hyde.Fuego@gmail.com

Primary Business Address 1: 254 Newhill Ave **Primary Business Address 2:**

Primary Business City: Somerset **Primary Business State:** MA **Principal Business Zip Code:** 02726

Additional Information: This company currently holds two provisional licenses, one for cultivation and one for product manufacturing. The majority owner of this delivery-only license, George Friedlander, is also an owner and co-founder of Fuego Farms Inc. Due to the planned operations of this delivery-only license to be part of the broader strategy of conducting MA cannabis operations, it is being listed as the Parent Company.

Entity Background Check Information 2

Role: Other (specify) **Other Role:** Lender

Entity Legal Name: NEC Capital LLC **Entity DBA:** **Federal Tax Identification Number EIN/TIN:** 85-2838441

Entity Description: A MA-based LLC that loans or invests capital funds into cannabis businesses

Phone: 401-862-2252 **Email:** jphillip@phillipproperties.com

Primary Business Address 1: 1 Nauset Street **Primary Business Address 2:**

Primary Business City: New Bedford **Primary Business State:** MA **Principal Business Zip Code:** 02746

Additional Information: NEC Capital LLC is a organization that has provided a loan to fund out Ember Gardens Delivery LLC's initial capital needs.

MASSACHUSETTS BUSINESS REGISTRATION

Certificates of Good Standing:

Document Category	Document Name	Type	ID	Upload Date
Department of Unemployment Assistance - Certificate of Good standing	Dept of Unemployment Statement of Good Standing.pdf	pdf	611ad31ec618dd39aab54831	08/16/2021
Secretary of Commonwealth - Certificate of Good Standing	Sec of State Statement of Good Standing.pdf	pdf	612952530f4d6c075e3d9103	08/27/2021
Department of Revenue - Certificate of Good standing	Dept of Rev Statement of Good Standing.pdf	pdf	612952fb25900e079f2b2ad9	08/27/2021

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Certificate of Organization Ember Gardens Delivery LLC.PDF	pdf	611ad357c618dd39aab54835	08/16/2021
Bylaws	Operating Agreement Ember Gardens Delivery LLC.pdf	pdf	611ad36267158339c0ec7438	08/16/2021

Massachusetts Business Identification Number: 001441650

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Insurance.pdf	pdf	60b4fb1bb0ce31363c8e047e	05/31/2021
Business Plan	Delivery Business Plan.pdf	pdf	60b4fb5db0ce31363c8e0482	05/31/2021
Proposed Timeline	EG Delivery Timeline to Operations.pdf	pdf	6129534ce014b807395c39dd	08/27/2021

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Prevention of diversion	Prevention of Diversion Procedures.pdf	pdf	60b4ffceff799435f6382147	05/31/2021
Transportation of marijuana	Transportation Procedures.pdf	pdf	60b50014b8d64936265570e9	05/31/2021
Inventory procedures	Inventory Procedures.pdf	pdf	60b50077384f2636315c5560	05/31/2021
Delivery procedures (pursuant to 935 CMR 500.145 and 935 CMR 500.146)	Delivery Procedure.pdf	pdf	60b500a0e03d9635ef5bda58	05/31/2021
Quality control and testing procedures	Quality Control Procedures.pdf	pdf	60b500c5d96e5535e0394b69	05/31/2021
Personnel policies	Personnel Procedures.pdf	pdf	60b50180b6e664362922f4cd	05/31/2021
Dispensing procedures	Dispensing Procedures.pdf	pdf	60b501aee03d9635ef5bda5e	05/31/2021
Record-keeping procedures	Record Keeping Procedures.pdf	pdf	60b50201ff799435f638214d	05/31/2021
Maintenance of financial records	Financial Management & Accounting.pdf	pdf	60b5026e2f000f35f6561417	05/31/2021

Qualifications and training	Training_Qualifications Procedures.pdf	pdf	60b5029270eb6e3601abdb33	05/31/2021
Energy Compliance Plan	Energy Compliance Procedure.pdf	pdf	60b502ac5f6249360c04fd99	05/31/2021
A plan to obtain marijuana and marijuana products	Obtaining Marijuana Products Proceudre.pdf	pdf	60b502cbb8d64936265570f3	05/31/2021
A detailed plan for White Labeling	White Labeling Plan.pdf	pdf	60b50345b6e664362922f4d3	05/31/2021
Security plan	1. Security Procedure.pdf	pdf	60e4ddd21159b60338d4d0c1	07/06/2021
Storage of marijuana	3. Storage Procedures_.pdf	pdf	60e4dddbaa87100331f633d6	07/06/2021
Diversity plan	EG Delivery Diversity Plan3.pdf	pdf	6154abd2c28c0968f3843c23	09/29/2021

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 9:00 PM
Tuesday From: 8:00 AM	Tuesday To: 9:00 PM
Wednesday From: 8:00 AM	Wednesday To: 9:00 PM
Thursday From: 8:00 AM	Thursday To: 9:00 PM
Friday From: 8:00 AM	Friday To: 9:00 PM
Saturday From: 8:00 AM	Saturday To: 9:00 PM
Sunday From: 8:00 AM	Sunday To: 9:00 PM

ATTESTATIONS

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

I understand that the regulations stated above require an applicant for licensure to list all Persons and Entities Having Direct or Indirect Control over the Marijuana Delivery Operator Licensee and a list of all persons or entities contributing 10% or more of the initial capital to operate the Marijuana Delivery Operator Licensee including capital that is in the form of land or buildings.: I Agree

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

Notification:

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

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

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

AGREEMENTS WITH THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER

No records found

THIRD-PARTY TECHNOLOGY PLATFORM PROVIDER DOCUMENTATION

No documents uploaded



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): 8/26/21
2. At least one (1) meeting was held within the municipality where the ME is proposed to be located.
3. At least one (1) meeting was held after normal business hours (this requirement can be satisfied along with requirement #2 if the meeting was held within the municipality and after normal business hours).



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

- a. Date of publication:
- b. Name of publication:

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

- a. Date notice filed:

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

- a. Date notice(s) mailed:

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

Name of applicant's authorized representative:

Shane Hyde

Signature of applicant's authorized representative:

DocuSigned by:

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Plan to Remain Compliant with Local Zoning

Summary of applicants steps to ensure ongoing compliance:

Ember Gardens Delivery 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 Town of Middleborough that it is not within five hundred (500') feet of any public or private school or daycare center;
- Ember Gardens has secured its Special Permit from the Planning Board (August 2021)
- Ember Gardens has secured its HCA from the Board of Selectmen. (October 2020)
- The marijuana establishment shall not operate until a licence defined by MGL c. 94G within the Town unless first duly licensed thereof by the Board of Selectmen. Ember Gardens shall be granted this license upon completion of construction prior to opening.

Local Bylaws & Zoning Bylaws

- **License required.**- No person shall carry on the business, cultivate, process, package, deliver, obtain, manufacture, process, package, brand, sell or otherwise transfer, or test marijuana or marijuana products, or otherwise operate a marijuana establishment as defined by MGL c. 94G within the Town unless first duly licensed thereof by the Board of Selectmen, which license shall be renewed by said marijuana establishment annually
- **Host community agreement.**- The marijuana establishment shall not operate and the license shall not be valid until the applicant has entered into a host community agreement with the Town.
- **Special Permit.** A Special Permit shall be required for the operation of a Marijuana Establishment, as defined by G.L. c.94G, § 1. For the purposes of this Section, the Special Permit Granting Authority (SPGA) shall be the Planning Board
- **Proximity to other Uses.**
 - Marijuana Establishments shall be located in the Cannabis Business Overlay District
 - No Marijuana Establishment shall be located within five hundred (500') feet of any public or private school or daycare center;
 - SPGA shall evaluate (in addition to any criteria set forth elsewhere in this bylaw) proximity of other land uses that may be adversely affected by the proposed

Marijuana Establishment, including without limitation, libraries, playgrounds, parks, martial arts and dance studios, houses of worship, pediatric medical offices, toy stores, and comic book stores.

- **Required Documents.** The Applicant shall provide the SPGA with fifteen (15) paper copies of the application and plans, an electronic copy of the application and plans, and required fees. All plans and maps shall be prepared, stamped, and signed by a professional engineer or architect licensed to practice in Massachusetts.
- **Prohibition against Nuisances.** The Marijuana Establishment shall not create a nuisance to abutters or to the surrounding area, or create any hazard, including, but not limited to, fire, explosion, fumes, gas, smoke, odors, obnoxious dust, vapors, offensive noise or vibration, flashes, glare, objectionable effluent, or electrical interference, which may impair the normal use and peaceful enjoyment of any property, structure or dwelling in the area. Violation of this Bylaw or the conditions of any Special Permit issued hereunder shall entitle the Planning Board to notice a public hearing to consider the modification, suspension or revocation of the Special Permit or any orders or conditions relating thereto

Special Permit Conditions

- In addition to any specific conditions applicable to the Marijuana Establishment, the SPGA shall include, but not be limited to, the following conditions in any Special Permit granted under this By-Law:
 - The permit holder shall file a copy of any Incident Report required under the CCC Regulations with the Board of Selectmen, with copies to the Zoning Enforcement Officer and the SPGA, within 24 hours of creation by the Marijuana Establishment. Such reports may be redacted as necessary to comply with any and all applicable laws and regulations;
 - The permit holder shall file a copy of any summary cease and desist order, cease and desist order, quarantine order, summary suspension order, order limiting sales, notice of a hearing, or final action issued by the CCC or the Division of Administrative Law Appeals, as applicable, regarding the Marijuana Establishment with the Board of Selectmen, with copies to the Zoning Enforcement Officer and the SPGA, within 48 hours of receipt by the Marijuana Establishment;
 - The permit holder shall provide to the Board of Selectmen, the Zoning Enforcement Officer, the SPGA, the Police Chief, and the Fire Chief the name, telephone number and email address of a contact person in the event that the Police Department, Zoning Enforcement Officer or other Town official determines it necessary to contact the Applicant after regular business hours. Such contact information shall be kept updated by the permit holder;

- The Special Permit shall be limited to the current applicant and shall become void if the permit holder ceases operating the Marijuana Establishment or transfers greater than fifty-one (51%) percent ownership;
- The Special Permit shall become void if the CCC refuses to issue a final license or upon the expiration or termination of the applicant's CCC license;
- The permit holder shall notify the Board of Selectmen in writing, with copies to the Zoning Enforcement Officer, the Police Department, and SPGA, within 48 hours of the cessation of operation of the Marijuana Establishment, notice from the CCC of a denial of a final license, transfer or sale of interest, enforcement action taken by the CCC or the expiration or termination of the permit holder's CCC license;
- The permit holder shall not operate, and the Special Permit will not take effect, until the Applicant has entered into a Host Community Agreement, specific to the adult use Marijuana Establishment, with the Town. The Special Permit shall become void upon the expiration or termination of the Host Community Agreement. However, the Applicant may apply to renew on the same terms and conditions if the HCA is renewed on the same terms and conditions;
- In the event that the CCC revokes, fails or refuses to issue a final license to the Marijuana Establishment, a Special Permit issued for the Marijuana Establishment shall be deemed null and void
- The Applicant/Owner agrees to provide the SPGA with any and all documents related to the Marijuana Establishment if and when requested to do so.

Delivery Software

- EG Delivery software will be built out to input “blackout zones” for delivery. Certain towns, college dorms, camps and federally funded housing will all be factored into this software to make sure no deliveries take place to these types of locations across different towns.
- Compliance officers and executives will monitor changes within our Delivery radius in the surrounding Towns and Cities staying up to date on the Local bylaws surrounding delivery. Including but not limited to hours of operation allowed by each municipality.



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 Delivery LLC

2. Name of applicant's authorized representative:

Shane Hyde

3. Signature of applicant's authorized representative:

Shane Hyde

4. Name of municipality:

Middleborough

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

Robert Nunes



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

Robert G. Nunes

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).*):

rnunes@middleboroughma.gov

8. Host community agreement execution date:

10/27/20



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Middleboro, MA 02346

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To [Redacted]

Street and Apt. No., or PO Box No.
12 Pineridge Way
City, State, ZIP+4®
Middleboro MA 02346

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

PRUDENTIAL CENTER 02199
AUG 18 2021
USPS

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Middleboro, MA 02346

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To [Redacted]

Street and Apt. No., or PO Box No.
13 Pineridge Way
City, State, ZIP+4®
Middleboro MA 02346

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

PRUDENTIAL CENTER 02199
AUG 18 2021
USPS

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Middleboro, MA 02346

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To [Redacted]

Street and Apt. No., or PO Box No.
10 Pineridge Way
City, State, ZIP+4®
Middleboro, MA 02346

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

PRUDENTIAL CENTER 02199
AUG 18 2021
USPS

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Middleboro, MA 02346

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To [Redacted]

Street and Apt. No., or PO Box No.
11 Pineridge Way
City, State, ZIP+4®
Middleboro, MA 02346

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

PRUDENTIAL CENTER 02199
AUG 18 2021
USPS

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Middleboro, MA 02346

OFFICIAL USE

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To [Redacted]

Street and Apt. No., or PO Box No.
371 Wareham St.
City, State, ZIP+4®
Middleboro, MA 02346

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent To [Redacted]

Street and Apt. No., or PO Box No.
373 Wareham St.
City, State, ZIP+4®
Middleboro, MA 02346

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- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.
 113 East Grove St.
 City, State, ZIP+4®
 Middleboro MA 02346

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate):

- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.
 23 Abbey Lane
 City, State, ZIP+4®
 Middleboro MA 02346

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Extra Services & Fees (check box, add fee as appropriate):

- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.
 23 Pineridge Way
 City, State, ZIP+4®
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- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.
 369 Wareham St.
 City, State, ZIP+4®
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- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.
 24 Pineridge Way Unit 21
 City, State, ZIP+4®
 Middleboro MA 02346

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Sandwich, MA 02563

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Extra Services & Fees (check box, add fee as appropriate):

- ☐ Return Receipt (hardcopy) \$0.00
- ☐ Return Receipt (electronic) \$0.00
- ☐ Certified Mail Restricted Delivery \$0.00
- ☐ Adult Signature Required \$0.00
- ☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.
 8 Pine Tree Circle
 City, State, ZIP+4®
 Sandwich MA 02563

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Middleboro, MA 02346

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.

34 Pineridge Way
Middleboro, MA 02346

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.

30 Pineridge Way
Middleboro, MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.

14 Pineridge Way
Middleboro, MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.

31 Pineridge Way
Middleboro, MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Middleboro, MA 02346

Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.

32 Pineridge Way
Middleboro, MA 02346

PS Form 3800, April 2015 PSN 7530-02-000-9047

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Certified Mail Fee \$3.60

Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55

Total Postage and Fees \$4.15

Sent [Redacted]

Street and Apt. No., or PO Box No.

33 Pineridge Way
Middleboro, MA 02346

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OFFICIAL USE
Certified Mail Fee \$3.60 0299
\$0.00 23
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.15
Postmark Here
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Sent To [Redacted]
Street and Apt. No., or PO Box No.
3 Abbey Lane
City, State, ZIP+4®
Middleboro MA 02346
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OFFICIAL USE
Certified Mail Fee \$3.60 0299
\$0.00 23
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.15
Postmark Here
AUG 18 2021
USPS

Sent To [Redacted]
Street and Apt. No., or PO Box No.
21 Pineridge Way Unit 21
City, State, ZIP+4®
Middleboro, MA 02346
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Needham, MA 02492

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Certified Mail Fee \$3.60 0299
\$0.00 23
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.15
Postmark Here
AUG 18 2021
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Sent To [Redacted]
Street and Apt. No., or PO Box No.
45 Standish Rd
City, State, ZIP+4®
Needham MA 02492
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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Middleboro, MA 02346

OFFICIAL USE
Certified Mail Fee \$3.60 0299
\$0.00 23
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.15
Postmark Here
AUG 18 2021
USPS

Sent To [Redacted]
Street and Apt. No., or PO Box No.
PO Box #312
City, State, ZIP+4®
Middleboro, MA 02346
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Middleboro, MA 02346

OFFICIAL USE
Certified Mail Fee \$3.60 0299
\$0.00 23
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.15
Postmark Here
AUG 18 2021
USPS

Sent To [Redacted]
Street and Apt. No., or PO Box No.
15 Abbey Lane
City, State, ZIP+4®
Middleboro, MA 02346
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OFFICIAL USE
Certified Mail Fee \$3.60 0299
\$0.00 23
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
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☐ Adult Signature Restricted Delivery \$0.00
Postage \$0.55
Total Postage and Fees \$4.15
Postmark Here
AUG 18 2021
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Sent To [Redacted]
Street and Apt. No., or PO Box No.
29 Abbey Lane
City, State, ZIP+4®
Middleboro, MA 02346
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7202 0090 0001 1206 2237

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Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

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43 Pineridge Way
City, State, ZIP+4®
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OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent [redacted] **PRUDENTIAL CENTER 02199**
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent [redacted] **PRUDENTIAL CENTER 02199**
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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

Sent [redacted] **PRUDENTIAL CENTER 02199**
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New Bedford, MA 02745

OFFICIAL USE

Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15

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3300 Acushnet Ave Apt 103
City, State, ZIP+4®
New Bedford, MA 02745

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7020 0090 0001 1206 2282

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Middleboro, MA 02346	
OFFICIAL USE	
Certified Mail Fee	\$3.60
Extra Services & Fees (check box, add fee)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.15
Sent	[Redacted]
Street and Apt. No., or PO Box No. 40 Pineridge Way	
City, State, ZIP+4® Middleboro, MA 02346	
PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions	

0299 23
18 2021
08/18/2021
USPS
CONFIDENTIAL CENTER



Payment Receipt

Attachment A

Wednesday, August 4, 2021

Transaction Type: Payment

Order Number: 0001017427

Payment Method: Credit Card

Bad Debt: -

Credit Card Number: *****6088

Credit Card Expire Date: 3/28/2025

Payment Amount: 88.86 08/04/2021

Reference Number: 090562

Charge to Company: **South Coast Media Group**

Category: ROB

Credit to Transaction Number: P432672

Invoice Text: Ember Gardens Delivery Community Outreach Meeting

Invoice Notes: 11 Charlotte Ct/Pub in The Middleboro Gazette on 8/12/2021

Customer Type: Private Party

Customer Category:

Customer Status: Active

Customer Group:

Customer Trade:

Account Number: 77532

Phone Number: 7744884874

Company / Individual: **Individual**

Customer Name: EMBER GARDENS
ATTN. DESMOND HYDE

Customer Address: 254 NEWHILL AVENUE

SOMERSET

MA

02726

USA

Check Number:

Routing Number:

Attachment B

Ember Gardens Delivery Community Outreach Meeting

Ember Gardens Delivery welcomes you to join us at our virtual community outreach meeting as a way of introducing our company to Middleboro. The proposed business is recreational cannabis delivery at 11 Charlotte Court Unit G, Middleboro MA. The meeting will take place from 6 PM - 8 PM on 8/26/21 virtually via Zoom, to give an opportunity to ask questions and give feedback on our proposal.

Link: <https://us06web.zoom.us/j/7985480068>

Or Telephone: +16465588656, 7985480068# (New York). +13017158592, 7985480068# (DC)

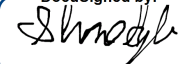
Webinar ID: 798 548 0068

Questions: info@embergardens.com

2021 AUG 10 PM 2:49
MIDDLEBORO
TOWN CLERK

Attestation of the number of participants attending the meeting

I, Shane Hyde CEO of Ember Gardens Delivery, LLC attests that during the 8/26/21 Virtual Community Outreach Meeting, zero attendants from the general public attended. The meeting was left open for any late attendees to join and then the presentation was conducted as evidenced by the video recording.

DocuSigned by:

F6A4E345DFDA49F...

Shane Hyde

CEO

9/17/2021



Middleboro Gazette

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Attachment A - Copy of the notice that was published in The Middleboro Gazette.



[Back](#)

Notice Publish Date:

Thursday, August 12, 2021

Notice Content

Ember Gardens Delivery Community Outreach Meeting **Ember Gardens** Delivery welcomes you to join us at our virtual community outreach meeting as a way of introducing our company to Middleboro. The proposed business is recreational cannabis delivery at 11 Charlotte Court Unit G, Middleboro MA. The meeting will take place from 6 PM - 8 PM on 8/26/21 virtually via Zoom, to give an opportunity to ask questions and give feedback on our proposal. Link: <https://us06web.zoom.us/j/7985480068> Or Telephone: +16465588656, 7985480068# (New York). +13017158592, 7985480068# (DC) Webinar ID: 798 548 0068 Questions: info@embergardens.com August 12, 2021 The Middleboro Gazette Newspaper Notice also on www.masspublicnotices.org



[Back](#)

Evidence that the applicant shall post on a publicly accessible website all meeting materials at least 24 hours in advance of the meeting.

Posted on Ember Gardens' Public Facebook Page

THURSDAY, AUGUST 26, 2021 AT 6 PM EDT – 8 PM EDT

Middleborough Community Outreach Meeting

Free · Online Event

About Discussion Invite

Details

- 2 hr
- 2 people responded
- Event by **Ember Gardens**
- Price: Free
- Public · Anyone on or off Facebook

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Or Telephone: +16465588656, 7985480068# (New York).
+13017158592, 7985480068# (DC)
Webinar ID: 798 548 0068

Questions: info@embergardens.com
Link to our presentation:

Insights

Last 7 Days:

People Reached

14

+0 last 7 days

Audience

Not enough data to show audience information



Ember Gardens added an event.

August 24 at 3:31 PM · 🌐



THU, AUG 26

Middleborough Community Outreach Meeting

0 Went · 2 Interested

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Link to our presentation:

[https://documentcloud.adobe.com/link/track?](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:cc3057cf-6147-4dae-9147-7ebda2da1176)

[uri=urn:aaid:scds:US:cc3057cf-6147-4dae-9147-7ebda2da1176](https://documentcloud.adobe.com/link/track?uri=urn:aaid:scds:US:cc3057cf-6147-4dae-9147-7ebda2da1176) See Less

Link: <https://www.facebook.com/search/top?q=ember%20gardens>

EG Delivery Positive Impact Plan

Goal: Restorative justice through high quality education. EG Delivery intends to provide scholarship funds and internship/training opportunities for two students annually from areas of disproportionate impact in MA (**New Bedford, Fall River, Taunton, Brockton**) to receive workforce or entrepreneurship training in the local cannabis industry with CCOE, trained at the Cannabis Education Center. 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. **Ember Gardens acknowledges that the progress or success of its plan must be documented upon renewal (one year from provisional licensure, and each year thereafter).**

We will provide educational access to workforce training in concert with our strategic partner Cannabis Community Care and Research Network (CCOE) 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
- Cannabis Delivery/Logistics

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 from CCOE in the form of expert internship and mentoring hours.

1. CCOE will provide the participants for the on-site internship program that will support two students annually sponsored by the scholarship to have 50 hours of EG and CCOE 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.
 - a. The internship program and 50 hours of training will take place over a period of 90 days during a fall semester and a spring semester.
 - b. This “Hands on” training will consist of:
 - Marijuana’s Side effects, Overview of Massachusetts regulatory compliance, Acceptable forms of identification, Incident and notification requirements, Health and safety standards, Conduct of establishment, Record maintenance, Safe & Compliant delivery practices.

2. Ember Gardens will make an annual monetary donation of \$8,000 to CCOE in order to provide scholarships to the same students after the completion of the 50 hour internship program. These scholarships will be in the form of the certification program instituted by CCOE. www.cannabiseducationcenter.org

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

1. For Program 1, two 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 with CCOE to certify these two students don't incur any financial burden through our annual donation while receiving this education and training and qualify for the scholarship via CCOE criteria. 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.
2. For Program 2, at the conclusion of each of the two classes and internship program for each of the sponsored students, Ember Gardens will evaluate the students performance based on EG driven company metrics of success. Additionally, CCOE and EG will evaluate the overall performance of the student during the internship phase and provide evaluation feedback to CCOE and the student at the time of course completion. EG will then offer full-time employment to at least one of the sponsored students at the conclusion of the program, based upon the students skills and abilities and how they fit with EG's current hiring needs. 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. 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
3. "One Day" Tour Program, each year a minimum of 3 persons per year (**Seperate from the two internship apprentices**) will be brought on a "One Day" tour to experience a facility through EG's compliant visitation procedures. This type of tour can be very educational in terms of seeing the detailed operations in preparation for employment in one of these facilities. Participants can shadow a particular position they are interested in for the day, or get a snapshot of how multiple positions work throughout the facility.

Tours will start with a compliant visitor sign in procedure. Apprentices will have consistent escorts and be shown various elements of the operation including but not limited to: vault operations, order fulfillment, dispatching logistics, driver loading and unloading as well as receiving and white label operations.

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.

COVID 19 Considerations

When COVID-19 struck in early 2020, everything changed dramatically. Forced into lockdown mode with a large percentage of the workforce suddenly operating from home, business interest in (and need for) virtual training accelerated at an unprecedented pace.

Ember Gardens plans to ensure access to all training programs virtually through video libraries and zoom training sessions in concert with CCOE's goals that virtually bring together citizens, medical patients, academics, researchers, community members, healthcare professionals, policy makers, and the cannabis industry. Ember Gardens and CCOE does this by sharing online, collaborative, and innovative research, education & program resources that drive change.

Recruitment Methods

Ember Gardens in concert with CCOE will utilize sites like LinkedIn, Indeed.com and Facebook, as well as local job fairs and local newspapers to recruit members to the Ember Gardens Delivery positive impact plan.

Ember Gardens will advertise the scholarship and apprenticeship programs on EG's social media (i.e Instagram, Twitter, Facebook, LinkedIn etc.) and website in combination with funding CCOE to advertise on public channels.

Selection Process

In order to be selected for an Apprenticeship, the applicants must:

1. Be able to work part-time on a flexible basis;
2. Be over the age of 21 years old;
3. Have the ability to pass a background check to prepare an agent card; and
4. Have the ability to be present for one (1) night to see how the Delivery Wholesale Operator is closed and one (1) morning to see how the shop is opened.
5. It is not necessary that applicants have any formal cannabis training or experience and there are no educational requirements for an applicant to be chosen to be a Participant.

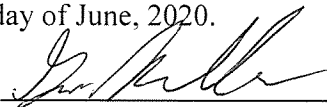
Participants who reach “the finalist stage” are those who have been vetted to meet all of the above criteria and can compliantly participate in the program. The participant will then be jointly interviewed after the “One Day” tour session at the Ember Gardens Delivery facility.

EMBER GARDENS DELIVERY, LLC
CERTIFICATE OF ORGANIZATION

This Certificate of Organization of Ember Gardens Delivery, LLC ("Company") is being duly executed and filed by George Friedlander, as authorized agent, to form a limited liability company under the Massachusetts Limited Liability Company Act, M.G.L. c.156C, §1 et seq. ("Act") and said agent certifies as follows:

1. NAME The name of the Company is Ember Gardens Delivery, LLC.
2. REGISTERED OFFICE The address of the office of the Company required to be maintained in the Commonwealth at which it will maintain its records in accordance with the Act is 254 Newhill Ave, Somerset, MA 02726.
3. AGENT FOR SERVICE OF PROCESS The Company's agent for service of process within the Commonwealth is Samuel P. Reef, Esquire, 77 Pond Street, Sharon, MA 02067. Samuel P. Reef consents to the appointment.
4. DATE OF DISSOLUTION The Company has no specific date of dissolution.
5. MANAGERS As of the date hereof, the Managers are George Friedlander and Fuego Farms Inc. of 254 Newhill Ave, Somerset, MA 02726.
6. EXECUTION OF DOCUMENTS George Friedlander and Fuego Farms Inc, as Managers, with an address of 254 Newhill Ave, Somerset, MA 02726 are solely authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the Company purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.
7. EXECUTION OF DOCUMENTS RELATING TO REAL PROPERTY George Friedlander and Fuego Farms Inc. as Managers of the Company are authorized to execute, acknowledge, deliver and record any recordable instrument on behalf of the Company purporting to affect an interest in real property, whether to be recorded with a registry of deeds or a district office of the Land Court.
8. GENERAL CHARACTER OF THE BUSINESS 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 delivery, 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.
9. FEDERAL EMPLOYER ID NUMBER The federal employer ID number is 85-1239749

IN WITNESS WHEREOF, the undersigned hereby affirms under the penalties of perjury that the facts stated herein are true, this 2nd day of June, 2020.



George Friedlander, Authorized Agent

EMBER GARDENS DELIVERY, LLC

OPERATING AGREEMENT

The parties to this Operating Agreement, dated June 7, 2020 are George Friedlander and Fuego Farms Inc. as Managing Members.

1. Formation of Company, Etc.

(a) Name and Principal Place of Business. The name of the Company shall be "Ember Gardens Delivery, LLC". The principal place of business of the Company shall be 254 Newhill Ave, Somerset, MA 02726. 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 254 Newhill Ave, Somerset, MA 02726.

(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 Cannabis delivery, 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 Members 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 fifty one and 00/100 (51.0%) 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 fifty one and 000/100 (51.0%) 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 \$500,000.00 of goods or services in any particular transaction or more than \$1,500,000.00 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, fifty-one and 00/100 (51.0%) percent of the Managing Members.

(d) Other Interests. Each Managing Member may have other interests and may engage in any business, trade, profession or employment whatsoever, including without limitation the ownership, operation, management, syndication, sale, brokerage, and development of real estate, whether or not such business, trade, profession or employment is similar to or competing with the business or purposes of the Company, and whether for such Managing Member's own account or in partnership with, as consultant to, or as employee, officer, director, stockholder, or agent of any other person or entity, and neither the Company nor any Member shall have any rights in and to such independent ventures or the income or profits derived therefrom as a result of this Agreement.

(e) 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.

(f) 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.

(g) 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.

(h) 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.

(i) 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 on or before the date hereof.

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

(iii) No Member shall have any 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.

(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

(c) Continuation of the Company.

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

(ii) No Managing Members shall voluntarily withdraw from the Company or

transfer any interest in the Company. Upon the Withdrawal of a Managing Member without cause, the remaining Managing Member shall immediately send notice of such Withdrawal to each other Member, and the Company shall be dissolved.

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 Managing Members except such amounts as are necessary to maintain a reserve of \$1,000, or such lesser or greater amount as the Managing Members determine. Each distribution of Cash Flow of the Company shall be made to the Managing Members in proportion to their respective percentage interests.

(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 Members and second, to be held as reserves for future contingencies, as determined by the Managing Members, provided, that at the expiration of such period of time as the such Managing Members 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 Managing 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 remaining Managing Member unless the dissolution is caused by the Withdrawal of both Managing Members, 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 Managing 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 Managing 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 Managing 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 Managing 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 Managing Member under Section 7(f), be allocated to the Managing 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 Managing 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. One of the Managing Members 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 Members 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 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 Managing Members shall be addressed to the Managing Member's last address of record on the Company books; all such notices to the Company or the Managing Members shall be addressed to the Company or the Managing 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 Managing 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 Managing Member shall include a Capital Contribution previously made by any prior Managing Member in respect of the Company interest of such then Managing 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

EXHIBIT "A"

Members and Capital Contributions

<u>MEMBERS</u>	<u>Capital Contribution</u>	<u>Percentage Interest</u>
<u>Managing Members</u>		
George Friedlander	\$510.00	51%
Fuego Farms Inc	\$490.00	49%

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.

"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.

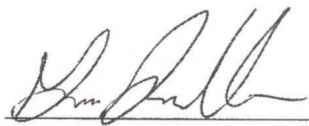
"Substituted Member" means any person or entity who is admitted to the Company as a substituted Member under the provisions of Section 5.

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

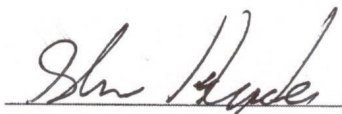
"Withdrawal" (including the terms "Withdraw," "Withdrawing" and "Withdrawn") means, as to a Managing Members the occurrence of adjudication of insanity or incompetence, death, bankruptcy, retirement, resignation, dissolution, or any other voluntary or involuntary withdrawal from the Company for any reason, 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:



George Friedlander



Fuego Farms Inc.

6/7/20

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 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 Commision.

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



EMBER GARDENS

Business Plan - Ember Gardens Delivery

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. Ember Gardens Delivery will be a Massachusetts based Adult use recreational home delivery company that's main purpose is to bring various cannabis products from both our own and other cultivation and manufacturing licensed wholesalers to consumers across the state. Our home delivery license shall be headquartered at 370 Wareham St. Middleboro Massachusetts. At this location, the oversight of all delivery operations will take place, along with the storage of all cannabis products sourced from wholesale cultivators and manufacturers (including our own). The headquarters will also serve as the location where any Ember Gardens Delivery owned vehicles will be stored overnight.

The high level of order of operations for our delivery service is the following:

1. A delivery order is created by our customer through our online ordering system. The menu of available cannabis products for delivery will be present on this online portal along with their prices and any other necessary product information mandated by the CCC.
2. Order is processed and scheduled via delivery/logistics software and slotted for a particular time and date.
3. Per all CCC regulations, delivery order is loaded onto delivery vehicles at the time appropriate before delivery
4. Per CCC regulations, delivery vehicles leave headquarters in Middleboro with order and travel to customer destinations.
5. Per CCC regulations, employees execute delivery and sale with customers who placed original order(s) and identity is confirmed with ID check.
6. If necessary, delivery vehicles transport any cash associated with transactions back to the headquarters in Middleboro, which then the company will transfer to our partner bank, GFA Credit Union.

Our goal for this delivery company is to make it a part of the broader Ember Gardens recreational cannabis ecosystem which also includes cultivation, manufacturing, and traditional brick and mortar retail locations.

Mission Statement

To provide quick, compliant and safe delivery service of local, small-business, social-equity, and other MBE owned licensed cannabis products to consumers across the Commonwealth.

Goals

- To create safe access to cannabis products from the safety and comfort of customers homes across Southeast Massachusetts.
- To create a compliant and safe work environment for all of our employees.
- To have the Ember Gardens brand be associated with the convenience of home-delivery.
- To support local small businesses in the cannabis space by highlighting products from social equity and other MBE organizations.
- To support organic and regenerative agriculture practices and overall highlight of the now wide variety of health and wellness cannabis products becoming available in the adult use Massachusetts market.

Delivery License Exclusivity Overview

Massachusetts Social Equity, Economic Empowerment and Micro-licenses are the only type of companies that have access to Delivery Licenses. The delivery license allows the company in possession to deliver cannabis products to the door of the consumer. This license type currently has a 3 year exclusivity period for Social Equity, Economic Empowerment and Micro cannabis companies, per a directive by the CCC.

Start of Operation

Ember Gardens hopes to begin home-delivery operations by late winter 2021 or early spring of 2022 after gaining a final license from the CCC.

Company Formation

Ember Gardens Delivery is set up as a limited liability company (LLC) in the state of Massachusetts.

Districts for Deliveries

Ember Gardens intends on being the premium delivery service for the South Coast. It is located at 370 Wareham St, Middleboro Massachusetts and plans to serve an approximate 30 mile radius including Bridgewater, Attleboro, Fall River, New Bedford, Plymouth and Cape Cod, as well as other locations as determined possible during expansion of operations. Ember Gardens would have careful policies in place to ensure delivery is conducted only in CCC approved municipalities and that with careful vehicle routing software, no vehicles will ever travel outside of the MA border under any circumstance.

Security Summary

Ember Gardens will have all sides of the security covered with our specialist Aaron Washington guiding the way. As a Military Veteran, 25 years as a Massachusetts State Swat team and 10

years as the swat team commanding officer, then going Private with his own VIP security company. There is nothing out of his scope when it comes to security.

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. Carrier transfers of cash and cannabis products will be completed while driving secured custom vehicles built specifically for the task of transporting cannabis products per CCC regulations. All deliveries will be done with two agents, vehicles will be outfitted with cameras in the front and rear, and will have built-in GPS tracking devices as well as other compliance regulations. Ember Gardens will also be taking other measures making sure that all deliveries remain as random as possible along with random pick up and drop off times with only the CEO, GM, Security Dispatcher, and other critical staff knowing the routes. Each route will be made up by the dispatch at the time of delivery so that there are no plans in the system that can be hacked.

All Agents transporting products will be trained in CCC regulations, transportation SOPs and specifically pick up, drop off and maintenance of manifests and logs

Security staff will ensure no employees use cannabis products at the location and will also ensure that no customers enter the location as this will never be a customer facing retail location. 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 operations. 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 which is only accessible to authorized personnel.

Delivery

Ember Gardens will be making deliveries between the hours of 8am and 9pm subject to local municipal bylaws and ordinance. All deliveries will be made daily by order unless there is a back up. In which case the delivery date will be forwarded to the next calendar day. A minimum order

of 3.5 grams and a maximum order up to one ounce (or an order equivalent) will be required to make a delivery purchase.

During all deliveries there will be two agents in the vehicle. Agent 1, the driver, will remain in the vehicle at all times. Agent 2, will be running the product to the door and checking ID before making the drop off to the consumer. Agent 1 will be in contact with the dispatch upon arrival for all deliveries. After drop off of all deliveries and once every half hour.

Refused or Refused Products

Any product that is returned or refused by the customer is to be brought back to the vehicle and transported back to the delivery headquarters. All products will be inspected and if the tamper seals have not been broken, they will be scanned back into the inventory. If products are unsuitable for resale, they will be returned to the Marijuana Establishment who originally supplied it via wholesale to Ember Gardens Delivery.

Employment Plan Summary

For a direct to consumer 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 delivery location, we will want to ensure we have people who prioritize and demonstrate the highest levels of customer service. 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 exemplary customer service.

We anticipate needing 26 full time employees for this location including general managers, delivery drivers, inventory associates, dispatchers, and security staff. This staff would grow based on customer traffic and expansion of vehicles and delivery radius.

Following our broader company goal of creating a diverse working environment Ember Gardens will ensure hiring across all minority and disenfranchised groups. 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.

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 delivery business with our products eventually once available. However, we also plan on sourcing products from other growers and producers across the state, and for our delivery business we plan on giving preference and highlight to growers and manufacturers who are also small business owners, MBEs, and social equity businesses, etc.

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 town 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 town, 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 State of Massachusetts. Specifics of these plans are below in the operational details section.

The Ember Gardens Team

Company Founders

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.

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.

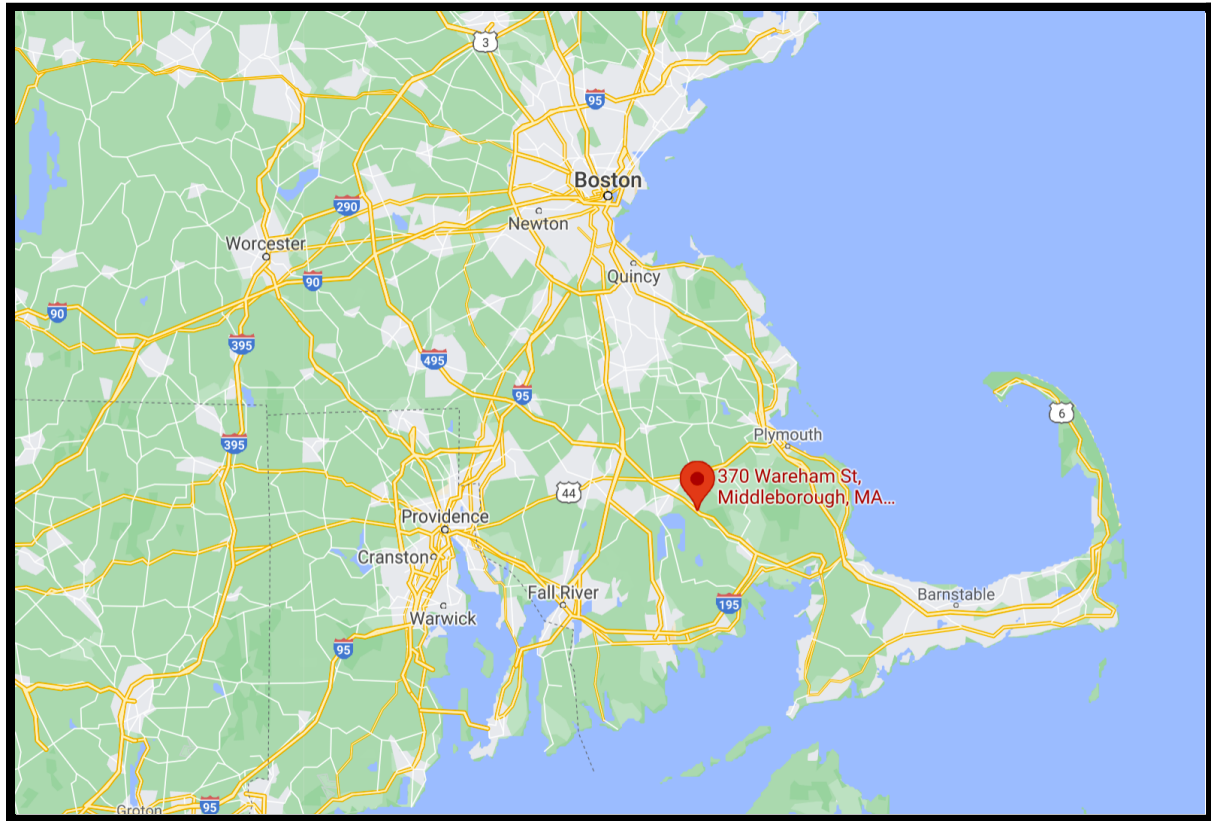
In 2013, Dan was hit by an SUV while riding his motorcycle which left him in critical condition with four broken vertebrae in his spine, a frontal lobe brain injury, and many other complications. One year later, after the initial phase of physical recovery, Dan sold his studio business in Andover and 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.

Details of Location & Operations

Location within Massachusetts

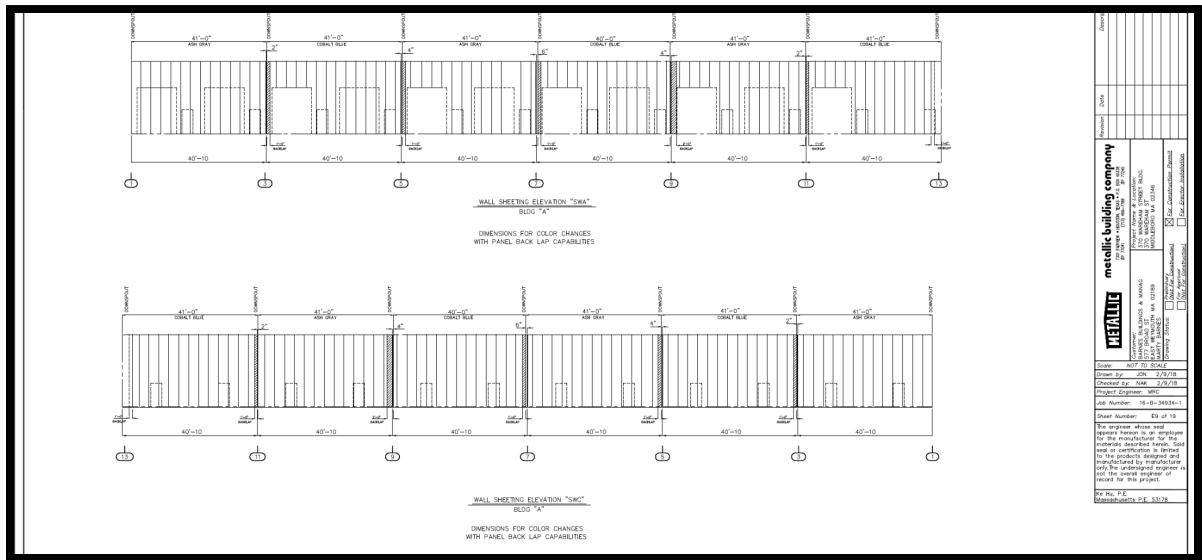


Building Exterior

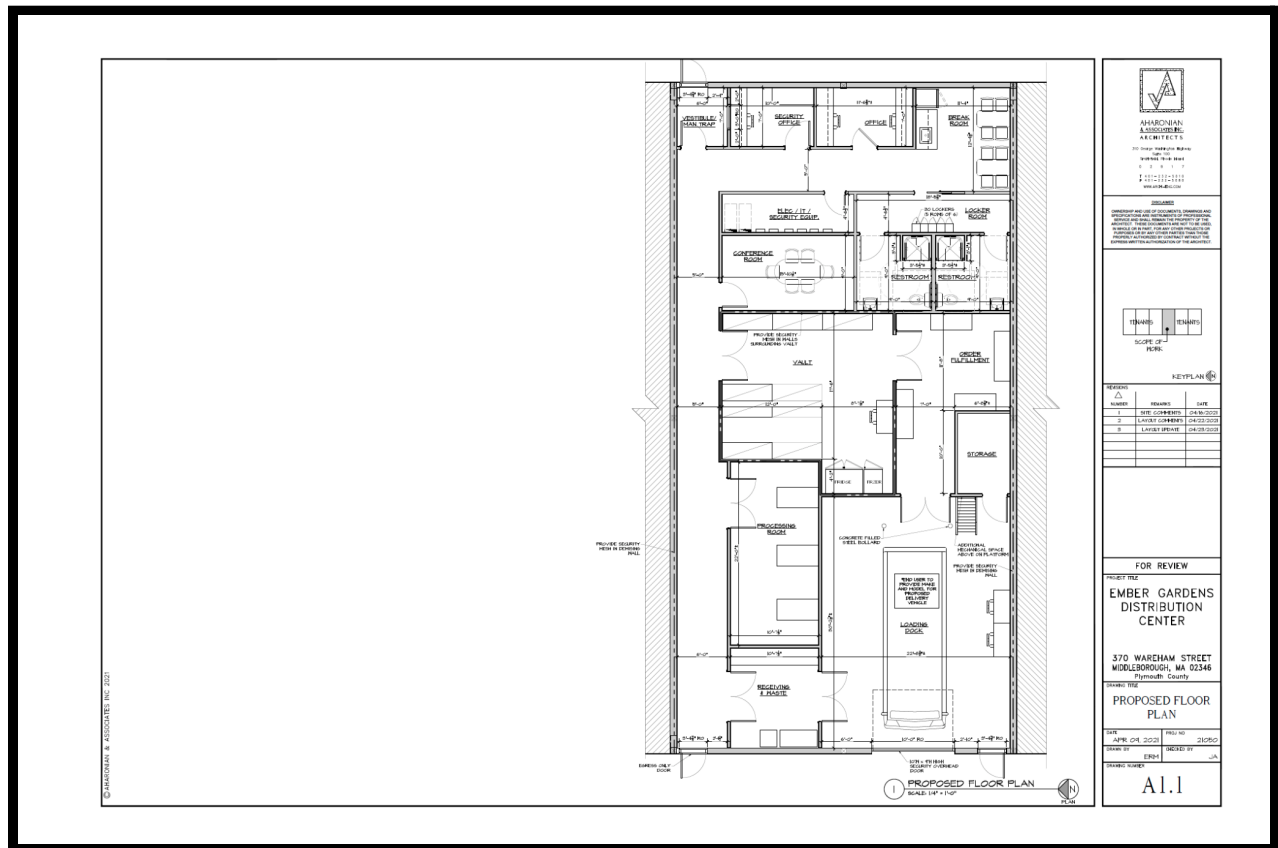
There will need to be numerous alterations made to our space to make it ready to become a recreational cannabis retail location. This includes alterations both on the exterior and interior of

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.

Architectural Plans



Building Interior Floor Plan



Customer & Operational Flow

- Customers will place orders via Ember Gardens website and occasionally phone, or via third party cannabis integration platforms such as Weedmaps, Jane, and Leafly
- Orders will be fulfilled in the Middleboro warehouse and will follow all current regulations overseen by inventory, compliance, and security staff.
- Complete orders will be loaded onto delivery vehicles for transport to customers.
- Vehicles will have two drivers, one will remain with the vehicle at all times.
- Drivers will meet customers at the residence location during their agreed upon and confirmed delivery time window.
- To start every transaction, drivers will ask to check ID and will follow SOPs on how to conduct proper ID checks - this will be overseen by security teams and captured on body cameras.
- Once the customer transaction has been completed they will receive their pre-packaged order in Child Resistant packaging and drivers will promptly leave the area. There will be no loitering on premise or in the surrounding areas. Security staff will ensure this does not occur.

Parking of Delivery Vehicles

On-Site Parking

All vehicles will be parked on-premise overnight and when not in use. If the vehicle fleet grows beyond available on-site parking, then additional, compliant parking will be located off-site. At this time it is anticipated that all vehicles for this operation will be parked at the same address.

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 or visitors, observation of camera feeds, securing product/cash inflow and outflow, and incident responses.

We will have at least one active staff member during all hours of operation inside the security office.

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 operations. 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 Middleborough Police Department in installing additional security equipment in order to ensure no criminal activity related to our operation occurs. All locks 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 quantities in process for orders. At closing, all products will 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 inventory and compliance staff to ensure no discrepancies exist.

Identification & Prevention of Diversion to Minors

- Proper Identification - upon order delivery, Delivery Agents will perform ID checks. If any customer is not 21+ or uses a false identification shall be reported to local law enforcement along with a creation of an incident report that shall be sent to applicable CCC officials.

- 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 establishment to limit access solely to individuals 21 years of age or older. Access will only be granted to qualified employees and visitors, no customers will be allowed at this location. At the time of a visitor entrance, their ID will be checked by security personnel utilizing the most modern equipment to authenticate the presented identification. Any 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 employees 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.

Personnel 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. Already 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 (of Fuego Farms Inc.), managed by the Head of HR, will ensure the proper data is received and submitted for each background check.
 - 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 will 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 Delivery LLC 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 grow with depending on time 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 7:30 am- 10 pm, with a lunch hour at 12pm. Employees may come in earlier and stay later as long as they achieve their 8 hours of required work, but only at times permitted by local laws.

Holidays which our employees will have off are listed below:

- Christmas
- Thanksgiving
- Veteran's Day
- New Year's Day
- Labor Day
- Memorial Day
- Independence Day
- Easter

If employees have to work during the holidays above due to pressing matters at the facility, then they shall be paid 1.5X their usual daily or hourly rate.

Drug and Alcohol Free Workplace - Ember Gardens Farms 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 parental leave, 4 weeks for mothers and 1 week for fathers. 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 review 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.

The second category would be bonuses given to those manicuring/trimming. As one of the most labor-intensive parts of the harvesting process. These bonuses shall be determined by the Head of Cultivation based on quotas given to the workers that work in the trimming area prior to the beginning of the harvest. An example would be something like 5 lbs. per week, though the exact numbers shall be determined per harvest based on specific details.

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, life insurance, 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 - Insuring 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.

- Personal Protective Equipment – All personnel, including any approved visitors, will dress in protective clothes when entering the restricted growing area and when handling unpackaged product. These will serve as a dual purpose for keeping the plants free from any type of pests or infestations, and keep people from experiencing any unwanted health related reactions due to the plant (allergies etc.)
- 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 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 employee 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 employee of termination if involuntary.
- HR Manager or HR Associate to conduct exit interview 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, employee must provide in writing their last working day within their resignation letter and deliver the letter to direct manager.
2. Direct manager informs HR Manager or HR Associate notification of the termination and the date effective.
3. On the termination date, 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 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 send employees final compensation which includes any unused PTO within the next pay cycle in accordance to 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 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 employee off premises if necessary.
3. On day of termination 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 employee final compensation which includes any unused PTO on last day of employment in accordance to 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 process.
 - HR Associate is to oversee 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 Farm's 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 Farm's Diversity Plan, to employ a diverse workforce.
- The hiring of all positions will take into consideration Ember Gardens Farm's 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 Hiring Manager and then is reviewed by both general council and HR Management to ensure 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 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 company receiving Agent Registration card, 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 a 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 Delivery LLC will submit renewal application and associated fees to the CCC
- Upon successful renewal, company will update employee records and swap out physical card until 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.

Record Keeping Procedures

Record Keeping Overview

The need for the company to maintain proper records of its business operations is paramount. All areas of the business have a multitude of different operational metrics, record-keeping, and data-storage requirements. Ember Gardens shall maintain their records in accordance with generally accepted accounting principles. This document will highlight key data we will keep records of for both internal business use and Commission compliance.

1) General Guidelines

- a) Ember Gardens Delivery shall maintain their records in accordance with generally accepted accounting principles. (GAAP)
- b) All managers within the business, will be responsible for proper recordkeeping for the areas they manage.
 - i) Managers will work with the CEO and the CFO (of Fuego Farms Inc.) to identify and procure data storage, metric tracking, inventory, and financial tools.
- c) Proper security, including protections against outside viruses/malware, access to appropriate personnel, password protections, etc. will be implemented.
- d) All data entered will either be reviewed or at some point be brought under the scope of an internal audit to ensure its authenticity.
- e) Data will be stored in the cloud to avoid the possibility of lost records.
- f) 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.
- g) Records kept must be available for inspection by the Commission, upon request.
- h) **When applicable, all records, ranging from inventory to financial records, shall be maintained according to GAAP (Generally Accepted Accounting Principles).** This matches the method highlighted within our Financial Procedures.
- i) If Ember Gardens Delivery closes and ceases operations, all records will be kept for at least two years in a form and location acceptable to the Commission. Costs associated with storage to be paid by Ember Gardens Delivery.

Operational Records

2) Delivery Operations Records

- a) All products will be recorded and kept track of using Seed to-sale tracking records for all marijuana and marijuana products. These records will be updated whenever products are moved and maintained using inventory audits and associated tracking software.
 - i) Records of sales of Marijuana Accessories and Marijuana Establishment Branded Goods shall be maintained by the Delivery Licensee, but may not be tracked in the Seed-to-sale SOR
- b) Will Log for all stops explaining the reason, duration and location of the stop along with the activities of personnel exiting the vehicle.
- c) In an emergency, agents will radio dispatch and notify them of the reason and location of the stop and maintain contact with dispatch.
- d) Will continue contact with dispatch every 30 minutes that the transport vehicle is out doing deliveries.
- e) The Marijuana Establishment Agents transporting Marijuana or Marijuana Products for home delivery will contact the dispatch when arriving at and leaving any delivery, and regularly throughout the trip, at least every 30 minutes.
- f) Each vehicle contains its own log for in use delivery vehicles.
- g) Each individual log contains
 - i) The location of the originating Marijuana Establishment and date and time the vehicle leaves the location.
 - ii) The mileage of the transporting vehicle at departure from the Marijuana Establishment Mileage on arrival at each Consumer destination, and mileage on return to the Marijuana Establishment.
 - iii) The date and time of departure from the Marijuana Establishment and arrival at each consumer destination for each delivery.
- h) Log will ensure that all delivery routes remain within the Commonwealth of Massachusetts at all times.
- i) Will have a manifest produced by the originating Marijuana Establishment and provided to the Delivery-only Licensee
- j) Manifest will be completed in duplicate, with the original manifest remaining with the origin of products
- k) A copy is to be kept with the Delivery-only Licensee or a Marijuana Establishment with a Delivery Endorsement during the delivery.
- l) Manifest will be signed by the Consumer receiving the Marijuana or Marijuana Products and the Marijuana Establishment Agent acting on behalf of the Delivery-only Licensee.
- m) Signed manifest serves as the written record of the completion of the delivery.

- n) Manifest includes:
 - i) The name and License number of the Delivery-only Licensee
 - ii) The names and Marijuana Establishment Agent numbers of the Marijuana Establishment Agents performing the delivery.
 - iii) Consumer's name and address.
 - iv) A description of the Marijuana or Marijuana Products being transported, including the weight and form or type of product.
 - v) Signature lines for the agents who transported the Marijuana or Marijuana Products;
 - vi) A signature line for consumers who receives the Marijuana or Marijuana Products.
 - vii) Delivery-only Licensee vehicle make, model, and license plate number.
- o) Manifest is to be maintained within the vehicle during the entire transportation process, until all the deliveries are completed.
- p) Manifest will be held by Marijuana Establishment for no less than one year and will be made available to commission on request.
- 3) **Who:** The Delivery agents will maintain logs and correspondence with dispatch at all times throughout deliveries. The dispatch will communicate the location of each delivery that is to be made. Both the delivery agents and dispatch will maintain records of deliveries.
- 4) **Where:** All records will be kept and stored at the delivery headquarters in Middleboro and kept for up to one year.

5) Legal

- a) Personnel Records and Procedures (discussed in detail in Personnel Procedure) including but not limited to:
 - i) All materials submitted to the commission pursuant to 935 CMR 500.030(2)
 - ii) Documentation of verification of references
 - iii) The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
 - iv) Documentation of all required training, including training regarding privacy and
 - vi) 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
 - vii) Documentation of periodic performance evaluations
 - viii) A record of any disciplinary action taken
 - ix) Notice of completed responsible vendor and eight-hour related duty training.
 - x) Background Check Results for all employees and applicants.
 - xi) Staffing Plan
 - xii) Contracts
 - (1) Customers

- (2) Suppliers
- (3) Landowners/leases
- (4) Banks
- (5) Members
- (6) Municipalities & States
- xiii) Court Action / Cases / Lawsuits
- xiv) Licenses and Permits
- xv) LLC Member Votes

6) Marketing & Sales

- a) Purchase Orders
- b) Transportation Manifests
- c) Price Data
 - i) Sold
 - ii) Market
 - (1) By Region
 - (2) By Product
- d) Consumer Polls
 - i) By Product
 - ii) By Region/State
- e) Customer Reviews
 - i) Product
 - ii) Client Service & Sales/Inventory Team Member Customer Satisfaction
 - iii) Number of Customer Interactions

7) Security, Inventory and Other Operations

- a) Security Footage
- b) Security Equipment Instructions & Functionality Audits
- c) FOB Entrance Logs to Cannabis Areas of Facility
- d) All Written Operating Procedures, covering all areas of the company's operations, shall be recorded, stored and maintained by Ember Gardens Delivery. This shall be done by the CCC regulations laid out in 935 CMR 500.105(1). 935 CMR 500.105(9). They shall also be made available to the CCC at any time for inspection.
- e) Inventory (see Inventory Policies for more detail)
 - i) The record of each inventory shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory.
- f) Waste Disposal Logs
 - i) **Waste Disposal Logs shall be stored and maintained for a period of 3 years and shall be made available to CCC and local law authorities for review upon request.**
 - ii) Facility Visitor Records

- iii) Employee Check In & Out Times
- iv) Member Data & Ledger
- v) Accounting Books
- vi) Bank Statements
- vii) Work Hours
- viii) Payroll
- ix) Accounts Payable
- x) Taxes Payable
- xi) Company Valuation
- xii) Asset Books
- xiii) Hours of Operation

8) **Financial Records**

- a) 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 Members, management, shareholders and any state, local or Federal authorities.

There will be a firm grip on every dollar going in and out of the organization, and the accounting books will reflect as such. Fuego Farms Inc.'s 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:

- i) All monetary transactions
- ii) All books of accounts, journals ledgers contracts, copies of checks, invoices and vouchers
- iii) Sales records, quantity, form and cost
- iv) Salary wages paid to employees
- v) Executive pay outs
- vi) Any benefit of item or value paid to any individual affiliated with the company

Financial, Accounting, and Audit Procedures

WHO: Chief Financial Officer (CFO) of Fuego Farms Inc. 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 of Fuego Farms Inc. will also provide higher level policies mandates and guidelines.

The Head of Tax, Controller, and Treasury Manager of Fuego Farms Inc. will be managers reporting to the CFO, each heading their respective areas of Tax Compliance, Accounting, and Banking/Cash Flow.

Staff Accountants of Fuego Farms Inc. will be the employees with the responsibility of maintaining the accounting books and other transactional financial matters, overseen by the Controller.

The financial responsibility for Ember Gardens Delivery LLC will be the Finance Department of Member/Partner Fuego Farms Inc. All the positions mentioned above shall be Fuego Farms Inc. employees and assumed as such throughout the rest of these procedures.

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 an LLC 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 Delivery LLC 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 our both our expenses and revenues will initially be based off 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, the 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:

FINANCIAL AUDIT PREPARATION CHECKLIST

REQUESTED BY		AUDITOR
REVIEWED	ATTACHED	INFORMATION
<input type="checkbox"/>	<input type="checkbox"/>	General ledger
<input type="checkbox"/>	<input type="checkbox"/>	Year-end trial balance and financial statements broken down by net asset class
<input type="checkbox"/>	<input type="checkbox"/>	Schedule of Federal Awards showing federal awarding agency, pass through agency, grant number, program name, CFDA number, award amount, current year expenses, and prior year expenses.
<input type="checkbox"/>	<input type="checkbox"/>	Grant agreements for those grants expired or expiring.
<input type="checkbox"/>	<input type="checkbox"/>	List of Board of Directors for the fiscal year.
<input type="checkbox"/>	<input type="checkbox"/>	List of members of the Audit Committee, if applicable, or oversight board for the audit.
<input type="checkbox"/>	<input type="checkbox"/>	Minutes of meetings of the Board of Directors and Committees, including summary of any board actions that affect the designated and undesignated fund balances.
<input type="checkbox"/>	<input type="checkbox"/>	Personnel manual.
<input type="checkbox"/>	<input type="checkbox"/>	Accounting Policies and Procedures manual.
<input type="checkbox"/>	<input type="checkbox"/>	Lease agreements.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end payroll tax reports, Forms W-2, W-3, and 1099's issued during the calendar year
<input type="checkbox"/>	<input type="checkbox"/>	Outside payroll service report for the fiscal or calendar year end
<input type="checkbox"/>	<input type="checkbox"/>	Fiscal year budget.
<input type="checkbox"/>	<input type="checkbox"/>	Detailed list of donations of goods and services, including the number of hours on donated services.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of legal fees paid, with the name and address of all attorneys used throughout the year.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of repairs and maintenance account
<input type="checkbox"/>	<input type="checkbox"/>	All paid bills, bank statements and grant reports for the year.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end bank reconciliation and bank statements
<input type="checkbox"/>	<input type="checkbox"/>	Bank reconciliation should have a complete list of outstanding checks with check number, date, and amount.
<input type="checkbox"/>	<input type="checkbox"/>	Detail of deposits in transit should also be listed.
<input type="checkbox"/>	<input type="checkbox"/>	Year-end investment summary showing year-to-date transactions and balance of investments held at year-end at fair market value (FMV) and original cost (FMV at date of donation).
<input type="checkbox"/>	<input type="checkbox"/>	Documentation of donations of marketable securities.
<input type="checkbox"/>	<input type="checkbox"/>	List of unconditional promises to give and underlying documentation.
<input type="checkbox"/>	<input type="checkbox"/>	List of grant funds received and receivable, including grant award numbers and funding sources. Extended physical inventory of items held for resale.
<input type="checkbox"/>	<input type="checkbox"/>	Fixed asset and depreciation schedule, including copies of any documentation relating to donated fixed assets.
<input type="checkbox"/>	<input type="checkbox"/>	Reconciliation to support any other asset accounts.
<input type="checkbox"/>	<input type="checkbox"/>	List of year-end accounts payable and accrued expenses such as payroll tax payable and accrued compensated absences.

Payment of Taxes

We will have two separate government entities where tax payments will be made. First, will be to the state of Massachusetts, for the taxes put in place for the cannabis industry as well as sales taxes. Second, will be to the town of Middleboro, 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 (CEO) 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 being 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 commendably operated, 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.

EG Delivery Diversity Plan

Plan Goals

1. Increasing the number of individuals falling into the below-listed demographics working in general staff, at the establishment while providing tools to ensure their success. Goal tracking metrics shall be made available for review. These are the goals broken down as follows:

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

2. Increasing the number of individuals falling into the above-listed demographics in lead, management and executive positions in the establishment and providing tools to ensure their success. Leads will be considered an employee that oversees a process and related team members. Managers will be considered an employee that has any direct reports within the Company staffing plan. 33% of the company leads, managers and executives shall qualify under one or more of the following demographics:

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

Plan Programs (Execution of Diversity Plan)

1. **Goal 1** - To achieve our hiring goal, across staff our company will focus on 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 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 DEI engagement of Ember Gardens 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), 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 an annual basis (meaning one job fair per year, 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.

Program Example: Ember Gardens shall post an annual advertisement in the local newspaper, the Middleboro Gazette, stating that the establishment is specifically looking for women, minorities LGBTQ+, or persons with disabilities to work for the establishment.

2. **Goal 2** - To achieve our management goal, we will provide those within the listed demographics (a-e) interview opportunities for all lead, management, and executive positions that are created or become available in order to make sure we have a diversified workforce at all levels of the management hierarchy. Our recruiting efforts for these positions will also follow the same principles as the Program 1, making sure that our team in recruiting know our intentions to create a diversified workforce and feed us candidates from the listed demographic categories above. **At minimum, two interviews for these managerial roles shall be conducted by Ember Gardens annually to complete Goal 2. As in Program 1, on a quarterly basis, a report listing the progress of this program to meet the intended goal in this plan shall be made available 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

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.

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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.