



# Massachusetts Cannabis Control Commission

## Marijuana Cultivator

### General Information:

**License Number:** MC283122  
**Original Issued Date:** 07/06/2021  
**Issued Date:** 07/06/2021  
**Expiration Date:** 07/06/2022

## ABOUT THE MARIJUANA ESTABLISHMENT

**Business Legal Name:** Flower Power Growers, Inc.

**Phone Number:** 413-774-2867  
**Email Address:** john@stobierski.com

<b>Business Address 1:</b> 180 Industrial Blvd.	<b>Business Address 2:</b>	
<b>Business City:</b> Turners Falls	<b>Business State:</b> MA	<b>Business Zip Code:</b> 01376
<b>Mailing Address 1:</b> 180 Industrial Blvd.	<b>Mailing Address 2:</b>	
<b>Mailing City:</b> Turners Falls	<b>Mailing State:</b> MA	<b>Mailing Zip Code:</b> 01376

## CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

**Certified Disadvantaged Business Enterprises (DBEs):** Not a DBE

## PRIORITY APPLICANT

**Priority Applicant:** no  
**Priority Applicant Type:** Not a Priority Applicant  
**Economic Empowerment Applicant Certification Number:**  
**RMD Priority Certification Number:**

## RMD INFORMATION

**Name of RMD:**  
**Department of Public Health RMD Registration Number:**  
**Operational and Registration Status:**  
**To your knowledge, is the existing RMD certificate of registration in good standing?:**  
**If no, describe the circumstances below:**

## PERSONS WITH DIRECT OR INDIRECT AUTHORITY

### Person with Direct or Indirect Authority 1

**Percentage Of Ownership:** 35.83  
**Percentage Of Control:** 33  
**Role:** Owner / Partner  
**Other Role:**

First Name: John Last Name: Stobierski 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

Percentage Of Ownership: 28.33 Percentage Of Control: 33  
Role: Owner / Partner Other Role:  
First Name: Michael Last Name: Cohen 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: 35.83 Percentage Of Control: 33  
Role: Owner / Partner Other Role:  
First Name: Josh Last Name: Goldman Suffix:  
Gender: Male User Defined Gender:  
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)  
Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: John Last Name: Stobierski Suffix:  
Marijuana Establishment Name: Flower Power Growers, Inc. Business Type: Marijuana Product Manufacture  
Marijuana Establishment City: Turner's Falls/Montague Marijuana Establishment State: MA

Individual 2

First Name: Michael Last Name: Cohen Suffix:  
Marijuana Establishment Name: Flower Power Growers, Inc. Business Type: Marijuana Product Manufacture  
Marijuana Establishment City: Turner's Falls/Montague Marijuana Establishment State: MA

Individual 3

First Name: Josh Last Name: Goldman Suffix:  
Marijuana Establishment Name: Flower Power Growers Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Turners Falls/Montague

Marijuana Establishment State: MA

### MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 180 Industrial Blvd.

Establishment Address 2: Town of Turner's Falls (not listed in City drop down menu)

Establishment City: Montague

Establishment Zip Code: 01376

Approximate square footage of the Establishment: 20000

How many abutters does this property have?: 3

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

Cultivation Tier:

Cultivation Environment:

### FEE QUESTIONS

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

### HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Community Outreach Meeting Documentation	Comm meet attestform.pdf	pdf	5fd960c4dd0ccd0774490504	12/15/2020
Community Outreach Meeting Documentation	COM Abutter notice FPG Attach C.pdf	pdf	5ff345192027b107e8dc8989	01/04/2021
Community Outreach Meeting Documentation	COM Attest Town Attach B.pdf	pdf	5ff3451bb11eae07c3c58242	01/04/2021
Community Outreach Meeting Documentation	Newspaper notice FPG.pdf	pdf	5ff3451d9597d30802d2c03d	01/04/2021
Certification of Host Community Agreement	HCA FPG final.pdf	pdf	600094ee60fc2607ca6af474	01/14/2021
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Local Zoning Flower Power Growers 012521.pdf	pdf	600f2648134ce608487565b4	01/25/2021

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

### PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	Positive Impact Plan FPG 013121.pdf	pdf	6018284a238c3036b0f838c0	02/01/2021
Other	Flower Power Approval Letter Bar Assn Letter.pdf	pdf	601828c7eabbc336a11f4dad	02/01/2021

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: John Last Name: Stobierski Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

Individual Background Information 2

Role: Owner / Partner Other Role:  
 First Name: Josh Last Name: Goldman Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

Individual Background Information 3

Role: Owner / Partner Other Role:  
 First Name: Michael Last Name: Cohen Suffix:  
 RMD Association: Not associated with an RMD  
 Background Question: no

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Articles of Org Flower Power.pdf	pdf	5fb965dd08242707d4a7a445	11/21/2020
Secretary of Commonwealth - Certificate of Good Standing	Cert Good Standing FPG.pdf	pdf	5fc7f069418c5607a11d900a	12/02/2020
Department of Revenue - Certificate of Good standing	Cert of Good Standing FPG DOR.pdf	pdf	5ff888669597d30802d2cf27	01/08/2021
Bylaws	Flower Power Growers Inc. Bylaws.pdf	pdf	5ff88868b11eae07c3c59106	01/08/2021
Secretary of Commonwealth - Certificate of Good Standing	Dept Unemployment Assistance Certificate FPG.pdf	pdf	600f2617c6de99078eaa9b29	01/25/2021

No documents uploaded

Massachusetts Business Identification Number: 001464141  
 Doing-Business-As Name:  
 DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Insurance Quote FPG.pdf	pdf	5ff5dc30982b2307e1994267	01/06/2021
Business Plan	Business Business Plan For GFCU - Flower Power Growers - 012521.pdf	pdf	600f25c008a18c07fbbd55c6	01/25/2021
Proposed Timeline	Proposed Timeline Flower Power 012521.pdf	pdf	600f25c2acd73907b60f4066	01/25/2021

## OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Energy Compliance Plan	Energy Compliance Plan - Cultivation - 111220.pdf	pdf	5fb9690f8cc05c081b1b9ade	11/21/2020
Inventory procedures	Inventory procedures - Cultivation - 111220.pdf	pdf	5fb969115b823307b79b9495	11/21/2020
Maintaining of financial records	Maintaining Financial Records - Cultivation - 111220.pdf	pdf	5fb969127083620840288b05	11/21/2020
Personnel policies including background checks	Personnel Policies - Cultivation - 111220.pdf	pdf	5fb969140daeb60847fae92f	11/21/2020
Restricting Access to age 21 and older	Plan to restrict access 21 - Cultivation - 111220.pdf	pdf	5fb96932df85ec07dfb8b82b	11/21/2020
Prevention of diversion	Prevention of diversion - Cultivation - 111220.pdf	pdf	5fb969334a2789086108fbb1	11/21/2020
Qualifications and training	Qualifications and Training - Cultivation - 111220.pdf	pdf	5fb9693457d9d707ee4dad8	11/21/2020
Quality control and testing	Quality control and testing - Cultivation - 111220.pdf	pdf	5fb96936bd0d8e081433f609	11/21/2020
Record Keeping procedures	Record keeping procedures - Cultivation - 111220.pdf	pdf	5fb969376e60eb07f57f4aec	11/21/2020
Storage of marijuana	Storage of Marijuana - Cultivation - 111220.pdf	pdf	5fb96954df85ec07dfb8b82f	11/21/2020
Transportation of marijuana	Transportation of marijuana - Cultivation - 111220.pdf	pdf	5fb969554a2789086108fbb5	11/21/2020
Policies and Procedures for cultivating.	Policies and Procedures for Cultivation- 091020.pdf	pdf	5ff765142027b107e8dc95aa	01/07/2021
Security plan	Security Plan -Cultivation- 010821.pdf	pdf	5ff8c857b11eae07c3c592b1	01/08/2021
Diversity plan	Diversity Plan - FPG 012521-converted.pdf	pdf	600f2a509a7da608237acc01	01/25/2021

## ATTESTATIONS

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

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

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

### Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

#### COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

<b>Monday From:</b> Open 24 Hours	<b>Monday To:</b> Open 24 Hours
<b>Tuesday From:</b> Open 24 Hours	<b>Tuesday To:</b> Open 24 Hours
<b>Wednesday From:</b> Open 24 Hours	<b>Wednesday To:</b> Open 24 Hours
<b>Thursday From:</b> Open 24 Hours	<b>Thursday To:</b> Open 24 Hours
<b>Friday From:</b> Open 24 Hours	<b>Friday To:</b> Open 24 Hours
<b>Saturday From:</b> Open 24 Hours	<b>Saturday To:</b> Open 24 Hours
<b>Sunday From:</b> Open 24 Hours	<b>Sunday To:</b> Open 24 Hours



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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

- 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.



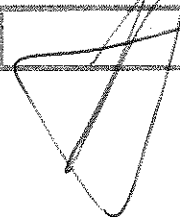
Name of applicant:

Flower Power Growers, Inc.

Name of applicant's authorized representative:

John J. Stobierski, Secretary

Signature of applicant's authorized representative:

 12/15/20



"A Hackment A"

STAFF PHOTO/PAUL FRANZ

na Heilman finished first overall to pace her team in a meet against Frontier  
outh Deerfield.



**Legals**

**MONTAGUE PLANNING BOARD  
NOTICE OF PUBLIC HEARING  
AND COMMUNITY  
OUTREACH MEETING**

The Montague Planning Board will hold a public hearing at 6:30 PM on Tuesday, November 24, 2020 to consider a special permit and site plan review application submitted by Flower Power Growers, Inc. pursuant to Montague Zoning Bylaw Sec. 8.10 and 5.2.8(b) to permit a 10,000 square foot marijuana cultivation and manufacturing establishment. Notice is also hereby given that a Community Outreach meeting will be held concurrently with the hearing. The proposed greenhouse facility is located at 180 Industrial Blvd, Turners Falls, MA and the property is identified as Assessors Map 17 Lot 58. The public are encouraged to ask questions and share comments. Application plans describing the project and project contact information is available at [www.montague-ma.gov](http://www.montague-ma.gov). Hearing will be held remotely via ZOOM due to COVID emergency orders.

**ZOOM Meeting ID: 974 9207 3758**  
**Passcode: 292645 Dial-In: 646 558 8658**  
Ron Sicard, Chair.  
November 10, 17  
84880

**LEGAL NOTICE  
DEADLINES**

- Monday's paper ..... Friday at 9am
- Tuesday's paper ..... Friday at 4pm
- Wednesday's paper ..... Monday at Noon
- Thursday's paper ..... Tuesday at Noon
- Friday's paper ..... Wednesday at Noon
- Saturday's paper ..... Thursday at Noon



**American  
Heart  
Association**  
[www.heart.org](http://www.heart.org)

field Community  
Invitations for Bid  
**ECET Pre-Owned**  
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reenfield website  
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ng Laura Phelps,  
ma.gov.  
  
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y or all bids or, to  
  
2020 at 10:00 AM.  
city of Greenfield,  
ld, MA 01301 and  
**re-Owned Bucket**  
idered. Public bid

" Attachment B "



## MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •  
413-863-3200 EXT 207 [PLANNER@MONTAGUE-MA.GOV](mailto:PLANNER@MONTAGUE-MA.GOV)

### MONTAGUE PLANNING BOARD NOTICE OF PUBLIC HEARING AND COMMUNITY OUTREACH MEETING

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Join Zoom Meeting

<https://zoom.us/j/97492073758?pwd=MjNwR25WQmFzRlFTWTdxSURZZTQxOT109>

Meeting ID: 974 9207 3758

Passcode: 292645

One tap mobile:

+16465588656,,97492073758#,,,,,0#,,292645# US (New York)

+13017158592,,97492073758#,,,,,0#,,292645# US (Germantown)

Dial by your location

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Germantown)

Meeting ID: 974 9207 3758

Passcode: 292645

*Published 11/10/2020*

"A Hechment @" ①



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413-863-3200 EXT 207 PLANNER@MONTAGUE-MA.GOV

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Join Zoom Meeting

<https://zoom.us/j/97492073758?pwd=MjNwR25WQmFzRlFTWTdxSURZZlQxQT09>

Meeting ID: 974 9207 3758

Passcode: 292645

One tap mobile:

+16465588656,,97492073758#,,,,,0#,,292645# US (New York)  
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Passcode: 292645

Published 11/10/2020

① The same notice that was filed with the town clerk was mailed to the others



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ONE AVENUE A • TURNERS FALLS, MA 01376 •  
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+16465588656,,97492073758#,,,,,0#,,292645# US (New York)  
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Passcode: 292645

*Published 11/10/2020*



## MONTAGUE PLANNING & CONSERVATION

ONE AVENUE A • TURNERS FALLS, MA 01376 •  
PHONE: 413-863-3200 EXT 207 - FAX: 413-863-3222

### ATTESTATION OF MAILING

To: Flower Power Growers, Inc.

Date: 1/4/2021

RE: Community Outreach Session Abutter Notification: 180 Industrial Boulevard

I hereby attest that on November 10, 2020 the Montague Planning Department mailed notice of the Community Outreach Session and Notice of the Planning Board Public Hearing to all 7 abutters within 300 feet of 180 Industrial Boulevard, Turners Falls, MA 01376. The list of abutters was duly certified by the Montague Assessing Department.

Walter Ramsey  
Montague Town Planner

STAFF PHOTO/PAUL FRANZ

na Heilman finished first overall to pace her team in a meet against Frontier South Deerfield.



**Legals**

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- Friday's paper ..... Wednesday at Noon
- Saturday's paper ..... Thursday at Noon



**American  
Heart  
Association®**  
[www.heart.org](http://www.heart.org)

Greenfield Community Invitations for Bid **SCET Pre-Owned** car, with less than 10,000 miles (non CDL).

November 10, 2020 by [www.greenfield.ma.gov](http://www.greenfield.ma.gov) website. Procurement contact: Laura Phelps, [lphelps@greenfield.ma.gov](mailto:lphelps@greenfield.ma.gov).

All bids will be awarded the City of Greenfield or all bids or to

November 10, 2020 at 10:00 AM. City of Greenfield, 100 State St, Greenfield, MA 01301 and **Pre-Owned Bucket** considered. Public bid



# 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:

Flower Power Growers, Inc.

2. Name of applicant’s authorized representative:

John Stobierski

3. Signature of applicant’s authorized representative:

4. Name of municipality:

Montague

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

Steven Ellis



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

Steven Ellis

Digitally signed by Steven Ellis  
DN: cn=Steven Ellis, o=Town of Montague, ou, email=townadmin@montague-ma.gov, c=US  
Date: 2021.01.12 08:59:10 -0500

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).*):

john@stobierski.com

8. Host community agreement execution date:

1/11/20



## **Plan to Remain Compliant with Local Zoning Flower Power Growers, Inc. (FPG)**

FPG has completed a Special Permit and Order of Conditions, that was unanimously approved by the Town of Montague Planning Board in December, 2020.

The Special Permit is on-going and does not need to be renewed unless ownership of the facility changes.

FPG's proposed site has deemed to comply with and will remain complaint with Montague's Zoning Regulations Marijuana Establishments Special Regulations 8.10 and from their Zoning Bylaw "Site Plan Review" including;

### **8.4 Site Plan Elements**

- a) Building dimensions and design
- b) Building location, lot boundaries, and adjacent ways
- c) Natural features including topography, contours, wetlands, streams, waterbodies, and areas subject to flooding
- d) Landscaping features including the location and description of screening, fencing, and plantings
- e) Stormwater management
- f) Circulation plan for vehicular, pedestrian, and bicycle access to the site and within the site
- g) Parking and loading accommodations
- h) Utility services and proposed connections
- i) Location and intensity of exterior lighting
- j) Exterior signage
- k) On site waste management and snow removal
- l) Hours of operation, estimated daily and peak hour vehicle trips, estimated volumes of water and wastewater.

### **8.5 Evaluation Guidelines**

- a) Impacts to municipal infrastructure and services.
- b) Safety and adequacy of vehicular and pedestrian movement.
- c) Design features that integrate the proposed development into the existing landscape, maintain neighborhood character, enhance natural and aesthetic assets and screen objectionable features from neighbors and roadways.

FPG will also follow guidelines in the Montague Zoning bylaw related to SECTION 7 General Regulations;

- a) Signage
- b) Parking
- c) Loading
- d) Lot Access

At the conclusion of construction, before operations commence, the Zoning Enforcement Officer will be asked to issue a Certificate of Occupancy indicating that all

construction has done in compliance with Massachusetts Building Code 780 CMR and the Town of Montague's Zoning Bylaws (effective February, 2019.)

FPG has been working with the Zoning Enforcement Officer who will also be responsible for assuring we comply with the above conditions of the special permit during buildout and the Use Regulations 5.0 from the zoning ordinance and 8.10.4 © Special Permit Standards for nuisance, including odor.

## Positive Impact Program Flower Power Growers, Inc.

### Introduction

This program will meet the spirit and objectives of state law M.G.L. Ch. 94G §4 that requires Licensed Marijuana Establishments to, “...engage in processes and policies that promote and encourage full participation in the regulated cannabis industry by people from communities that have previously been disproportionately harmed by marijuana prohibition and enforcement and to positively impact those communities.”

The Commission has identified the groups this plan is intended to impact as the following:

- Past or present residents of the geographic ADI, which have been defined by the Commission and identified in its *Guidance for Identifying Areas of Disproportionate Impact*.
- Commission-designated Economic Empowerment Priority applicants;
- Commission-designated Social Equity Program participants;
- Massachusetts residents who have past drug convictions; and
- Massachusetts residents with parents or spouses who have drug convictions.
- The above persons are hereinafter be referred to as the **Primary Target Group (PTG)**.

We have identified an area in need of help and guidance who fulfills the Primary Target Group (PTG) description of Massachusetts residents who have past drug convictions. Execution of this program will commence upon receipt of a provisional Marijuana Establishment license. The availability of this service will be promoted and advertised through the Franklin County Bar Association or through local media sites if targets are not being met through the Association’s regular client load. Targeting of the above-mentioned populations will occur in the online news source Masslive.com will be utilized to provide targeted advertising to specific communities (Greenfield,) the newspaper Greenfield Recorder, or the Facebook group : <https://www.facebook.com/groups/greenfieldeverything/>

### Acknowledgements

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

No actions taken, or programs instituted by the applicant will violate the Commission’s regulations with respect to limitations on ownership or control or other applicable state laws.

## **Programs:**

The Flower Power Growers *Positive Impact Program* is designed to address a Commission goal of positively impacting Massachusetts residents previously disproportionately harmed by marijuana prohibition.

The applicant intends to establish a program, partnering with the Franklin County Bar Association, to provide direct legal assistance to seal and/or expunge criminal records for marijuana possession pursuant G.L. c. 276 s. 100K. The applicant proposes to fund, supervise and provide mentorship to newer members of the local Bar through the Franklin County Bar Association to provide services to assist those with marijuana possession infraction(s) on their criminal record to avail themselves of their right to seal or expunge those records. The Applicant plans to provide funding to the Bar Association which will pay qualified local attorneys to assist residents of Franklin County and do initial screening for eligibility, refer to servicing attorney and pay said attorney from funds provided for that purpose.

It is envisioned that this program will work in conjunction and supplement with the Bar Advocate Program when public funding the same service is unavailable to those who qualify. The Bar Association performs an intake, a task it does with the lawyer referral program, and once a potential recipient is qualified, would direct the matter to one of the attorneys on the panel for representation. The applicant will develop model petitions and correspondence for use by the practicing attorneys and well as provide supervision and mentorship to attorneys providing direct services.

Although this program will be available to all the residents of Franklin County, without regard to their financial ability, it will predominantly serve the Greenfield community which been deemed an Area of Disproportionate Impact as Greenfield is the County's population center and it experienced the majority of these types of cannabis possession charges and convictions. Greenfield is directly contiguous to the town where the applicant's facility will be located and is the commercial hub of the region.

**State licensing** - The Positive Impact Plan will provide direct assistance to individuals disproportionately impacted by marijuana prohibition

**Compliance** - The Positive Impact Plan will commence and begin to provide legal services to at least one person in the first quarter after the CCC receives payment for our Provisional license.

## **Goals:**

The goal of the program is to provide a number of Franklin County residents with legal assistance, support, and legal representation if necessary, to either seal or expunge marijuana possession court records. A secondary goal is to provide effected people with advice in the form of in-person or electronic consultations at the Franklin County Bar Association (20 Federal Street Ste 4 Greenfield, MA 01301) during the hours of 9 to 5pm Monday through Friday about how they can represent the sealing or expungement of their record, a job interviewer, landlord, or anyone else who might legally inquire into their record. The frequency of the electronic or in-person consultations will be at least twice a month.

Flower Power Growers Inc. further plans to consult on a regular basis with the District Court judges who will hear the petitions as well as the Northwestern District Attorney's Office to facilitate a smooth

consideration of the efforts to seal and expunge the record of those involved in the program.

**Measurements and Metrics:**

**Program Progress and Success** - The success of this program will be measured by how many individuals are given advice, represented and how many records are either sealed or expunged on an annual basis. We define success if at least 7 participants receive consultation on a quarterly basis, and if 10 of the participants' records are sealed annually.

- **Targeting** - Did the applicant meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described in the introduction and did the program serve at least 30 participants annually.
- **Goals** – It is the goal of this program in the first year to consult and give direction to thirty (30) individuals, provide direct legal assistance to twenty (20), and expunge or seal the records of at least 10 individuals. The goal will be adjusted annually in accordance with the demands for the program and its financial cost.

Included is a letter from the Franklin Bar Association indicating its willingness to involve itself in the program.

D

# The Commonwealth of Massachusetts

William Francis Galvin  
Secretary of the Commonwealth  
One Ashburton Place, Boston, Massachusetts 02108-1512

FORM MUST BE TYPED

## Articles of Organization (General Laws Chapter 156D, Section 2.02; 950 CMR 113.16)

FORM MUST BE TYPED

### ARTICLE I

The exact name of the corporation is:  
Flower Power Growers, Inc.

### ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. Chapter 156D have the purpose of engaging in any lawful business. Please specify if you want a more limited purpose:

### ARTICLE III

State the total number of shares and par value, \* if any, of each class of stock that the corporation is authorized to issue. All corporations must authorize stock. If only one class or series is authorized, it is not necessary to specify any particular designation.

WITHOUT PAR VALUE		WITH PAR VALUE		
TYPE	NUMBER OF SHARES	TYPE	NUMBER OF SHARES	PAR VALUE
Class A	100,000		None	None
Class B	175,000			

*\*G.L. Chapter 156D eliminates the concepts of par value, however a corporation may specify par value in Article III. See G.L. Chapter 156D, Section 6.21, and the comments relative thereto.*

**ARTICLE IV**

Prior to the issuance of shares of any class or series, the articles of organization must set forth the preferences, limitations and relative rights of that class or series. The articles may also limit the type or specify the minimum amount of consideration for which shares of any class or series may be issued. Please set forth the preferences, limitations and relative rights of each class or series and, if desired, the required type and minimum amount of consideration to be received.

See Attached Exhibit A

**ARTICLE V**

The restrictions, if any, imposed by the articles of organization upon the transfer of shares of any class or series of stock are:

None.

**ARTICLE VI**

Other lawful provisions, and if there are no such provisions, this article may be left blank.

- (a) The Directors may make, amend or repeal the By-Laws in whole or in part, except with respect to any provisions thereof which by law or the the By-Laws require action by the Stockholders.
- (b) Meetings of the Stockholders may be held anywhere in the United States.
- (c) The corporation may be a partner in any business enterprise it would have the power to conduct itself.

*Note: The preceding six (6) articles are considered to be permanent and may be changed only by filing appropriate articles of amendment.*

ARTICLE VII

The effective date of organization of the corporation is the date and time the articles were received for filing if the articles are not rejected within the time prescribed by law. If a later effective date is desired, specify such date, which may not be later than the 90th day after the articles are received for filing:

ARTICLE VIII

The information contained in this article is not a permanent part of the articles of organization.

- a. The street address of the initial registered office of the corporation in the commonwealth:  
377 Main Street, Greenfield, MA 01373  
*Suite 6*
- b. The name of its initial registered agent at its registered office:  
John Stobierski
- c. The names and street addresses of the individuals who will serve as the initial directors, president, treasurer and secretary of the corporation (an address need not be specified if the business address of the officer or director is the same as the principal office location):

President: Josh Goldman 71 Main Street, Montague, MA 01351

Treasurer: Michael Cohen 44 Ward Avenue, Northampton, MA 01060

Secretary: John Stobierski 377 Main Street, Greenfield, MA 01301

Director(s): Josh Goldman 71 Main Street, Montague, MA 01351  
Michael Cohen 44 Ward Avenue, Northampton, MA 01060  
John Stobierski 377 Main Street, Greenfield, MA 01301

- d. The fiscal year end of the corporation:  
June 30th
- e. A brief description of the type of business in which the corporation intends to engage:  
Indoor Horticulture
- f. The street address of the principal office of the corporation:  
377 Main Street, Suite 6, Greenfield, MA 01373
- g. The street address where the records of the corporation required to be kept in the commonwealth are located is:  
377 Main Street, Suite 6, Greenfield, MA 01373, which is  
*(number, street, city or town, state, zip code)*

- its principal office;
- an office of its transfer agent;
- an office of its secretary/assistant secretary;
- its registered office.

Signed this 8<sup>th</sup> day of October, 2020 by the incorporator(s):

Signature: 

Name: John Stobierski

Address: 377 Main Street, Suite 6, Greenfield, MA 01373

## ARTICLE 4

### CONTINUATION SHEET

The following is a statement of the designations and powers, privileges and rights, and qualifications, limitations or restrictions thereof in respect of each class of capital stock of the Corporation.

#### A. CLASS A STOCK.

1. General. A total of One Hundred Thousand (100,000) shares of the Common Stock authorized under this Articles of Organization shall be designated as Class A Stock. The voting, dividend and liquidation rights of the holders of Class A Stock are identical to those of the Class B Stock, subject to the preferences and limitations set forth in this Section A of Article FOURTH of the Articles of Organization.

2. Voting.

(a) Except as otherwise expressly provided in Section A(2)(c), hereof, or as required by law, the holders of Class A Stock are entitled to one vote for each Class A share held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.

(b) The Corporation's Board of Directors shall include at least three (3) Directors which are elected exclusively by the holders of the Class A Stock (the "Class A Directors"). Only the holders of Class A Stock shall be entitled to vote on the election of Class A Directors. In the event that any holders of Class A Stock own shares of any other classes of stock, they shall not be entitled to vote such non-Class A shares when electing a Class A Director. In no event shall the number of Class A Directors be reduced unless required by law; in the event that a vacancy is created as a result of the resignation, removal, death or incapacity of a Class A Director, the holders of Class A shares shall elect a new Class A Director as soon as practicably possible.

(c) The holders of Class A Stock shall not be entitled to vote their Class A shares in the election of any "Class B Directors" (as such term is defined hereunder)

3. Dividends. Dividends may be declared and paid on the Class A Stock from funds lawfully available therefor as and when determined by the Board of Directors of the Corporation so long as Dividends are simultaneously declared and paid on the Class B Stock at an identical amount per share.

#### B. CLASS B STOCK.

1. General. A total of One Hundred Thousand (175,000) shares of the Common Stock authorized under these Articles of Organization shall be designated as Class B Stock. The voting, dividend and liquidation rights of the holders of Class B Stock are identical to those of

the Class A Stock, subject to the preferences and limitations set forth in this Section B of Article FOURTH of the Articles of Organization.

2. Voting.

(a) Except as otherwise expressly provided in Section (B)(2)(e), hereof, or as required by law, the holders of Class B Stock are entitled to one vote for each Class B share held at all meetings of stockholders (and written actions in lieu of meetings). There shall be no cumulative voting.

(b) So long as the total amount of issued and outstanding Class B shares is equal to ten percent (10%) or more of the total amount of all issued and outstanding common shares of any type, the Corporation's Board of Directors shall include at least one (1) Directors that is elected exclusively by the holders of the Class B Stock (the "Class B Directors").

(c) So long as the total amount of issued and outstanding Class B shares is equal to twenty five percent (25%) or more of the total amount of all issued and outstanding common shares of any type, the Corporation's Board of Directors shall include at least two (2) Class B Directors.

(d) Only the holders of Class B Stock shall be entitled to vote on the election of Class B Directors. In the event that any holders of Class B Stock own shares of any other classes of stock, they shall not be entitled to vote such non-Class B shares when electing or removing a Class B Director. In no event shall the number of Class B Directors be reduced unless required by law; in the event that a vacancy is created as a result of the resignation, removal, death or incapacity of a Class B Director, the holders of Class B shares shall elect a new Class B Director as soon as practicably possible.

(e) The holders of Class B Stock shall not be entitled to vote their Class B shares in the election of any Class A Directors.

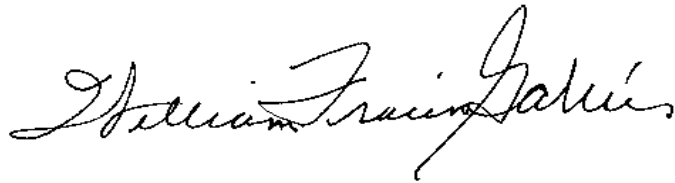
3. Dividends. Dividends may be declared and paid on the Class B Stock from funds lawfully available therefor as and when determined by the Board of Directors of the Corporation so long as Dividends are simultaneously declared and paid on the Class A Stock at an identical amount per share.

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THE COMMONWEALTH OF MASSACHUSETTS

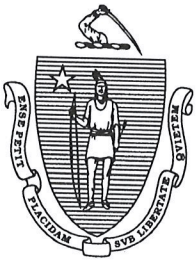
I hereby certify that, upon examination of this document, duly submitted to me, it appears that the provisions of the General Laws relative to corporations have been complied with, and I hereby approve said articles; and the filing fee having been paid, said articles are deemed to have been filed with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

October 09, 2020 11:07 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

November 20, 2020

TO WHOM IT MAY CONCERN:

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

**FLOWER POWER GROWERS, INC.**

is a domestic corporation organized on **October 9, 2020**, under the General Laws of the Commonwealth of Massachusetts.

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



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

*William Francis Galvin*

Secretary of the Commonwealth

Processed By: IL



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

mass.gov/dor

Letter ID: L1112910144  
Notice Date: December 15, 2020  
Case ID: 0-001-048-211



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



FLOWER POWER GROWERS, INC.  
377 MAIN ST STE 6  
GREENFIELD MA 01301-3332

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

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

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

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

### *What if I have questions?*

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

### *Visit us online!*

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

**BY-LAWS**  
**OF**  
**FLOWER POWER GROWERS, INC**  
**A MASSACHUSETTS CORPORATION**

**December, 2020**

**ARTICLE I**  
**Articles of Organization**

The name and purposes of the corporation shall be as set forth in the Articles of Organization. These By-Laws, the powers of the corporation and its Directors and stockholders, and all matters concerning the conduct and regulation of the business of the corporation, shall be subject to such provisions in regard thereto, if any, as are set forth in the Articles of Organization. All references in these By-Laws to the Articles of Organization shall be construed to mean the Articles of Organization of the corporation as from time to time amended or restated.

**ARTICLE II**  
**Fiscal Year**

Except as from time to time otherwise determined by the Director(s), the fiscal year of the corporation shall end each year on June 30<sup>th</sup>.

**ARTICLE III**  
**Meetings of Stockholders**

**Section 1. Annual Meetings.**

The annual meeting of the stockholders shall be held on the third Tuesday in July of each year (or if it be a legal holiday in the place where the meeting is to be held, on the next full business day) at 10:00 o'clock A.M. unless a different hour is fixed by the corporation's Board of Directors (the "Board") or the President. The purposes for which the annual meeting is to be held, in addition to those prescribed by law, by the Articles of Organization or by these By-Laws, may be specified by the Board or the President. If no annual meeting has been held on the date fixed above, a special meeting in lieu thereof may be held and such special meeting shall have for the purposes of these By-Laws or otherwise all the force effect of an annual meeting.

**Section 2. Special Meetings.**

A special meeting of the stockholders may be called at any time by the president, or by majority of the Directors acting by vote or by written instrument or instruments signed by them. A special meeting of the stockholders shall be called by the Secretary, or in case of the death, absence, incapacity or refusal of the Secretary, by any other officer, upon written application of one or more stockholders who hold at least one-tenth part in interest of the stock entitled to vote at the meeting. Such call shall state the time, place, and purposes of the meeting.

**Section 3. Place of Meetings.**

All meetings of the stockholders shall be held at the principal office of the corporation in Massachusetts, unless a different place is specified within the notice of meeting or the meeting is held solely by means of remote communication in accordance with Section 11 of this Article III. Any adjourned session of any meeting of the stockholders shall be held at such place unless a different place is specified in the vote of adjournment.

**Section 4. Notice of Meetings.**

A written notice of the place, date and hour of all meetings of stockholders stating the purposes of the meeting shall be given at least seventy two (72) hours before the meeting to each stockholder entitled to vote thereat and to each stockholder who is otherwise entitled by law of by the Articles of Organization to such notice. Such notice shall conform to the requirements of Section 12 of this Article III, and shall be given by the Secretary, or in case of the death, absence,

incapacity or refusal of the Secretary, by any other officer or by a person designated either by the Secretary, by the person or persons calling the meeting or by the Board. Whenever notice of a meeting is required to be given a stockholder under any provision of law, of the Articles of Organization, or of these By-Laws, a written waiver thereof, executed before or after the meeting by such stockholder or his attorney thereunto authorized, and filed with the records of the meeting, shall be deemed equivalent to such notice.

**Section 5. Quorum.**

At any meeting of the stockholders, a quorum shall consist of a majority in interest of all stock issued and outstanding and entitled to vote at the meeting, except for the following:

- i. if two or more classes or series of stock are outstanding and, in accordance with these By-Laws or the Articles of Organization, any such class or series has been delegated the power to vote separately on any matter, then in the case of each such class or series a quorum for such matter shall consist of a majority in interest of all stock of such class or series issued and outstanding; and
- ii. if a larger quorum is required by law, by the Articles of Organization or by these By-Laws.

Stock owned directly or indirectly by the corporation, if any, shall not be deemed outstanding for this purpose. Any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice, providing that a quorum is present at said adjourned time.

**Section 6. Action by Vote.**

When a quorum is present at any meeting, a majority of the vote properly cast upon any question shall decide the question, except when a larger vote is required by law, by the Articles of Organization or by these By-Laws. No ballot shall be required for any election unless requested by a stockholder present or represented at the meeting and entitled to vote in the election.

**Section 7. Voting.**

Stockholders entitled to vote shall have one vote for each share of stock entitled to vote held by them or recorded according to the records of the corporation and a proportionate vote for a fractional share, unless otherwise provided by the Articles of Organization. The corporation shall not, directly or indirectly, vote any share of its own stock.

**Section 8. Action by Consent.**

Any action required or permitted to be taken at any meeting of the stockholders may be taken without a meeting if all stockholders entitled to vote on the matter consent to the action in writing and the written consents are filed with the records of the meetings of stockholders. Such consents shall be treated for all purposes as a vote at a meeting.

**Section 9. Proxies.**

Stockholders entitled to vote may vote either in person or by proxy in writing dated not more than six months before the meeting named therein, which proxies shall be filed with the Secretary or the person responsible to record the proceedings of the meeting before being voted. Unless otherwise specifically limited by their terms, such proxies shall entitle the holders thereof to vote at any adjournment of such meeting but shall not be valid after the final adjournment of such meeting. A proxy with respect to stock held in the name of two or more persons shall be valid if executed by any one of them unless at or prior to exercise of the proxy the corporation receives a

specific written notice to the contrary from any one of them. A proxy purporting to be executed by or on behalf of a stockholder shall be deemed valid unless challenged at or prior to its exercise and the burden of proving invalidity shall rest on the challenger.

#### **Section 10. Meetings by Remote Communications**

Any annual or special meeting of the stockholders need not be held at any place but may instead be held solely by means of remote communication; and subject to such guidelines and procedures as the Board of Directors may adopt, stockholders and proxyholders not physically present at a meeting of stockholders may, by means of remote communications: (a) participate in a meeting of stockholders; and (b) be deemed present in person and vote at a meeting of stockholders whether such meeting is to be held at a designated place or solely by means of remote communication, provided that: (1) the corporation shall implement reasonable measures to verify that each person deemed present and permitted to vote at the meeting by means of remote communication is a stockholders or proxyholder; (2) the corporation shall implement reasonable measures to provide such stockholders and proxyholders a reasonable opportunity to participate in the meeting and to vote on matters submitted to the stockholders, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with such proceedings; and (3) if any stockholders or proxyholder votes or takes other action at the meeting by means of remote communication, a record of such vote or other action shall be maintained by the corporation.

#### **Section 11. Form of Notice**

All notices hereunder shall conform to the following requirements:

- i. Notice shall be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is written notice.
- ii. Written notice by electronic transmission, if in comprehensible form, is effective: (1) if by facsimile telecommunication, when directed to a number furnished by the stockholders for the purpose; (2) if by electronic mail, when directed to an electronic mail address furnished by the stockholders for the purpose; and (3) if by any other form of electronic transmission, when directed to the stockholders in such manner as the stockholders shall have specified to the corporation. An affidavit of the Secretary or an Assistant Secretary of the Corporation, the transfer agent or other agent of the Corporation that the notice has been given by a form of electronic transmission shall, in the absence of fraud, be prima facie evidence of the facts stated therein.
- iii. written notice, other than notice by electronic transmission, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested; or if sent by messenger or delivery service, on the date shown on the return receipt signed by or on behalf of the addressee; or (4) on the date of publication if notice by publication is permitted.

### **ARTICLE IV**

#### **Directors**

##### **Section 1. Powers.**

The business of the corporation shall be managed by a Board of Directors (the "Board") who shall have and may exercise all the powers of the corporation except as otherwise reserved to the stockholders by law, by the Articles of Organization or by these By-Laws. In the event of a

vacancy in the Board, the remaining Directors, except as otherwise provided by law, may exercise the powers of the full Board until the vacancy is filled.

**Section 2. Enumeration, Election and Term of Office.**

The Board shall consist of at least three (3) Directors, unless otherwise provided in the Articles of Organization. Notwithstanding the foregoing, in the event that the total amount of issued and outstanding Class B shares is equal to ten percent (10%) or more of the total amount of all issued and outstanding common shares of any type, the Board shall immediately take any such action as necessary to expand to at least four (4) Directors. In the event that the total amount of issued and outstanding Class B shares is equal to twenty-five percent (25%) or more of the total amount of all issued and outstanding common shares of any type, the Board shall immediately take any such action as necessary to expand to at least five (5) Directors .

Directors shall be chosen at an annual meeting of the stockholders by such stockholders as have the right to vote thereon, and each Director shall hold office until his successor is chosen and qualified at an annual meeting of the stockholders by such stockholders as have the right to vote thereon, or until he sooner dies, resigns, is removed or becomes disqualified. No Director need be a stockholder.

**Section 3. Regular Meetings.**

Regular meetings of the Board of Directors may be held at such times and places within or without the Commonwealth of Massachusetts as the Board of Directors may fix from time to time and, when so fixed, no notice thereof need be given, provided that any Director who is absent when such times and places are fixed shall be given notice of the fixing of such times and places. The first meeting of the Board of Directors following the annual meeting of the stockholders may be held without notice immediately after and at the same place as the annual meeting of the stockholders or the special meeting held in lieu thereof. If in any year a meeting of the Board of Directors is not held at such time and place, any action to be taken may be taken at any later meeting of the Board of Directors with the same force and effect as if held or transacted at such meeting.

**Section 4. Special Meetings.**

Special meetings of the Directors may be held at any time and at any place designated in the call of the meeting, when called by the President or the Treasurer or by two or more Directors, reasonable notice thereof being given to each director by the Secretary or an Assistant Secretary, or, if there be none by the Secretary or an Assistant Secretary, by the officer or one of the Directors calling the meeting.

**Section 5. Notice of Meetings.**

A written notice of the place, date and hour of all meetings of Directors stating the purposes of the meeting shall be given at least seventy two (72) hours before the meeting to each Director. Such notice shall conform to the requirements of Section 12 of Article III. Notice of a meeting need not be given to any Director if a written waiver of notice, executed by him before or after the meeting, is filed with the records of the meeting, or to any Director who attends the meeting without protesting prior thereto or at its commencement the lack of notice to him. Neither notice of a meeting nor a waiver of a notice need specify the purposes of the meeting.

**Section 6. Quorum.**

At any meeting of the Directors, a quorum for any election or for the consideration of any question shall consist of two thirds of the Directors then in office. Whether or not a quorum is

present any meeting may be adjourned from time to time by a majority of the votes properly cast upon the question, and the meeting may be held as adjourned without further notice. When a quorum is present at any meeting, the votes of a majority of the Directors then in office (including directors not present at the meeting) shall decide any question brought before such meeting, except in any case where a larger vote is required by law, by the Articles of Organization or by these By-Laws.

**Section 7. Action by Consent.**

Any action required or permitted to be taken at any meeting of the Directors may be taken without a meeting if all of the Directors then in office consent to the action in writing and the written consents are filed with the records of the meetings of the Directors. Such consent shall be treated for all purposes as a vote of the Directors at a meeting.

**Section 8. Committees.**

The Board of Directors, by vote of a majority of the Directors then in office, may elect from its number an Executive Committee or other committees and may delegate thereto some or all of its powers except those which by law, by the Articles of Organization, or by these By-Laws may not be delegated. Except as the Board of Directors may otherwise determine, any such committee may make rules for the conduct of its business, but unless otherwise provided by the Board of Directors or in such rules, its business shall be conducted so far as possible in the same manner as is provided by these By-Laws for the Board of Directors. All members of such committees shall hold such offices at the pleasure of the Board of Directors. The Board of Directors may abolish any such committee at any time. Any committee to which the Board of Directors delegates any of its powers or duties shall keep records of its meetings and shall upon request report its action to the Board of Directors. The Board of Directors shall have power to rescind any action of any committee, but no such rescission shall have retroactive effect.

**ARTICLE V**  
**Officers and Agents**

**Section 1. Enumeration; Qualification.**

The officers of the corporation shall be a President, Treasurer, a Secretary, and such other officers, if any, as the incorporators at the initial meeting, or the Directors from time to time, may in their discretion elect or appoint. The corporation may also have such agents, if any, as the incorporators at their initial meeting, or the Directors from time to time, may in their discretion appoint. Any officer may be, but none need be a Director or stockholder. The Secretary shall be a resident of Massachusetts unless the corporation has a resident agent appointed for the purpose of service of process. Any two or more offices may be held by the same person. Any officer may be required by the Directors to give bond for the faithful performance of his duties to the corporation in such amounts and with such sureties as the Directors may determine. The premiums for such bonds may be paid by the corporation.

**Section 2. Powers.**

Subject to law, to the Articles of Organization and to the other provisions of these By-Laws, each officer shall have, in addition to the duties and powers herein set forth, such duties and powers as the Directors may from time to time designate.

**Section 3. Election.**

The officers of the corporation shall be elected by the Board of Directors at their annual meeting of the stockholders, or, in the event of an officer vacancy, a replacement may be elected by the Board of Directors at a Special Meeting.

**Section 4. Tenure.**

Except as otherwise provided by law or by the Articles of Organization or by these By-Laws, each officers of the corporation shall hold office until his respective successors are chosen and qualified at an annual meeting of the Directors unless a different period shall have been specified by the terms of his election or appointment, or in each case until he sooner dies, resigns, is removed or becomes disqualified. Each agent shall retain its authority at the pleasure of the Directors.

**Section 5. President and Vice-Presidents.**

The President shall be the chief executive officer of the corporation and shall, subject to the direction of the Board of Directors, have general supervision and control of its business. Unless otherwise provided by the Board of Directors, he shall preside, when present, at all meetings of stockholders and of the Board of Directors.

Any Vice-President shall have such powers and shall perform such duties as the Board of Directors may from time to time designate.

**Section 6. Treasurer and Assistant Treasurer.**

The Treasurer shall, subject to the direction of the Board of Directors, have general charge of the financial affairs of the corporation and shall cause to be kept accurate books of account. He shall have custody of all funds, securities, and valuable documents of the corporation, except as the Board of Directors may otherwise provide.

Any Assistant Treasurer shall have such powers and perform such duties as the Board of Directors may from time to time designate.

**Section 7. Secretary and Assistant Secretaries.**

The Secretary shall keep a record of the meetings of stockholders and directors. In the absence of the Secretary from any meeting of stockholders or directors, an Assistant Secretary designated by the person presiding at the meeting, shall perform the duties of the Secretary.

**ARTICLE VI**  
**Resignations, Removals and Vacancies**

**Section 1. Resignations.**

Any Director or officer may resign at any time by delivering his resignation in writing to the President or the Secretary or to a meeting of the Directors. Such resignation shall take effect at such time as is specified therein, or if no such time is so specified, then upon delivery thereof.

**Section 2. Removals.**

Directors may be removed for cause by an affirmative vote of a majority of the disinterested Directors or stockholders representing a majority of all outstanding stock of the corporation of any class or series. Directors may be removed without cause by an affirmative vote of stockholders representing a majority of all outstanding stock of the corporation of any class or series.

Officers may be removed with or without cause by a vote of a majority of the Directors then in office.

If cause is assigned for removal of any Director or officer, such Director or officer may be removed only after a reasonable notice and opportunity to be heard before the body proposed to remove him.

The Directors may by majority vote terminate or modify the authority of any agent or employee.

Except as the Directors may otherwise determine, no Director or officer who resigns or is removed shall have any right to any compensation as such Director or officer for any period following his resignation or removal, or any right to damages on account of such removal whether his compensation be by the month or by the year or otherwise, provided, however, that the foregoing provisions shall not prevent such Director or officer from obtaining damages for breach of any contract of employment legally binding upon the corporation.

### **Section 3. Vacancies.**

Any vacancy in the Board of Directors, including a vacancy resulting from an enlargement of the Board, may be filled by the stockholders at a meeting called for the purpose; provided, however, that any vacancy resulting from the resignation or removal of a Director required to be elected by a particular class of stockholders, may only be filled by a vote of the stockholders of such class.

If the office of any officer becomes vacant, the Directors may elect or appoint a successor by majority vote.

Each such successor shall hold office for the unexpired term of his predecessor and until his successor shall be elected or appointed and qualified, or until he sooner dies, resigns, is removed or becomes disqualified.

## **ARTICLE VII**

### **Indemnification of Directors and Others**

#### **Section 1. Indemnification.**

The corporation shall, to the extent legally permissible, indemnify any person serving or who has served as a Director or officer of the corporation, or at its request as a Director, Trustee, Officer, Employee or other Agent of any organization in which the corporation owns shares or of which it is a creditor against all liabilities and expenses, including amounts paid in satisfaction of judgments, in compromise or as fines and penalties, and counsel fees, reasonably incurred by him in connection with the defense or disposition of any action, suit or other proceeding, whether civil or criminal, in which he may be involved or with which he may be threatened, while serving or thereafter, by reason of his being or having been such a Director, Officer, Trustee, Employee or Agent, except with respect to any matter as to which he shall have been adjudicated in any proceeding not to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation; provided, however, that as to any matter disposed of by a compromise payment by such Director, Officer, Trustee, Employee or Agent, pursuant to a consent decree or otherwise, no indemnification either for said payment or for any other expenses shall be provided unless:

- i.** Such compromise shall be approved as in the best interests of the corporation, after notice that it involves such indemnification:
  - a.** by a disinterested majority of the Directors then in office; or
  - b.** by the holders of a majority of the outstanding stock at the time entitled to vote for Directors, voting as a single class, exclusive of any stock owned by any interested Director or officer; or
- ii.** In the absence of action by disinterested directors or stockholders, there has been obtained at the request of a majority of the Directors then in office an opinion in

writing of independent legal counsel to the effect that such Director or officer appears to have acted in good faith in the reasonable belief that his action was in the best interests of the corporation.

**Section 2. Advance of Expenses.**

Expenses including counsel fees, reasonably incurred by any such Director, Officer, Trustee, Employee or Agent in connection with the defense or disposition of any such action, suit or other proceeding may be paid from time to time by the corporation in advance of the final disposition thereof upon receipt of an undertaking by such individual to repay the amounts so paid to the corporation if it is ultimately determined that indemnification for such expenses is not authorized under this section.

**Section 3. Insurance.**

The corporation shall purchase and maintain insurance on behalf of an individual who is a Director or officer of the corporation, against liability asserted against or incurred by him or her in that capacity or arising from his or her status as a Director or officer, whether or not the Corporation would have power to indemnify or advance expenses to him or her against the same liability under this Article.

**Section 4. Application of this Article.**

The right of indemnification hereby provided shall not be exclusive of or affect any other rights to which any such Director, Officer, Trustee, Employee or Agent may be entitled. Nothing contained in this Article shall affect any rights to indemnification to which corporate personnel other than such Directors, Officers, Trustees, Employees or Agents may be entitled by contract or otherwise under law. As used in this Article, the terms "Director", "Officer", "Trustee", "Employee" and "Agent" include their respective heirs, executors and administrators, and an "interested" Director, Officer, Trustee, Employee or Agent is one against whom in such capacity the proceedings in question or other proceedings on the same or similar grounds is then pending.

**ARTICLE VIII**  
**Stock**

**Section 1. Stock Authorized.**

The total number of shares and the par value, if any, of each class of stock which the corporation is authorized to issue, and if more than one class is authorized, a description of each class with the preferences, voting powers, qualifications and special and relative rights and privileges as to each class and any series thereof, shall be as stated in the Articles of Organization.

**Section 2. Issue of Authorized Unissued Capital Stock.**

Any unissued stock from time to time authorized under the Articles of Organization may be issued by an affirmative vote of seventy five percent (75%) of the Board. No such stock shall be issued unless the cash, so far as due, or the property, services or expenses for which it was authorized to be issued, has been actually received or incurred by, or conveyed or rendered to, the corporation, or is in its possession as surplus. Attached hereto as Exhibit A is a capitalization table identifying the current stockholders and all issued and outstanding stock of the corporation. This capitalization table shall be updated upon any authorized issue of new stock or redemption or transfer of outstanding stock.

**Section 3. Certificates of Stock.**

Each stockholder shall be entitled to a certificate in form selected by the Board of Directors stating the number and the class and the designation of the series, if any, of the shares held by him. Such signatures may be facsimiles if the certificate is signed by a transfer agent, or by a registrar, other than a Director, officer or employee of the corporation.

Every certificate for shares of stock subject to any restriction or transfer pursuant to the Articles of Organization, these By-Laws, or any agreement to which the corporation is a party shall have the restriction noted conspicuously on the certificate and shall also set forth on the face or back either the full text of the restriction or a statement of the existence of such restriction and a statement that the corporation will furnish a copy to the holder of such certificate upon written request and without charge. Every certificate issued when the corporation is authorized to issue more than one class or series of stock shall set forth on its face or back either the full text or the preferences, voting powers, qualifications and rights, and a statement that the corporation will furnish a copy thereof to the holder of such certificate upon written request and without charge.

**Section 4. Transfers.**

Subject to the restrictions, if any, imposed by the Articles of Organization, these By-Laws or any agreement to which the corporation is a party, shares of stock shall be transferred on the books of the corporation only by the surrender to the corporation or its transfer agent of the certificate representing such shares properly endorsed or accompanied by a written assignment of such shares or by a written power of attorney to sell, assign, or transfer such shares, properly executed, with necessary transfer stamps affixed, and with such proof that the endorsement, assignment or power of attorney is genuine and effective as the corporation or its transfer agent may reasonably require. Except as may be otherwise required by law, the corporation shall be entitled to treat the record holder of stock as shown on its books as the owner of such stock for all purposes, including the payment of dividends and the right to vote with respect thereto, regardless of any transfer, pledge or other disposition of such stock, until the shares have been transferred on the books of the corporation in accordance with the requirements of these By-Laws. It shall be the duty of each stockholder to notify the corporation of his post office address. Any transfer of stock in compliance with this Section 4 shall be deemed effective as of the last day of the calendar month in which the stockholders' consent thereto was given.

Notwithstanding the foregoing, no stockholder shall have the right to transfer all or any part of his/her shares of stock except for in accordance with Articles IX and X of these By-Laws, and upon registration under the Securities Act of 1933 as well as any applicable state securities laws, or pursuant to a valid exemption from such registrations. Any sale or transfer, or purported sale or transfer, of securities of the corporation, shall be null and void unless such requirements are strictly observed and followed.

**Section 5. Lost, Mutilated, or Destroyed Certificates.**

Except as otherwise provided by law, the Board of Directors may determine the conditions upon which a new certificate of stock may be issued in place of any certificate alleged to have been lost, mutilated or destroyed. It may, in its discretion, require the owner of a lost, mutilated or destroyed certificate, or his legal representative, to give a bond, sufficient in its opinion, with or without surety, to indemnify the corporation against any loss or claim which may arise by reason of the issue of a certificate in place of such lost, mutilated or destroyed stock certificate.

**Section 6. Transfer Agent and Registrar.**

The Board of Directors may appoint a transfer agent or a registrar or both for its capital stock or any class or series thereof and require all certificates for such stock to bear the signature or facsimile thereof of any such transfer agent or registrar.

**Section 7. Setting Record Date and Closing Transfer Records.**

The Board of Directors may fix in advance a time not more than sixty (60) days before (i) the date of any meeting of the stockholders or (ii) the date for the payment of any dividend or the making of any distribution to stockholders or (iii) the last day on which the consent or dissent of stockholders may be effectively expressed for any purpose, as the record date for determining the stockholders having the right to notice and to vote at such meeting, or the right to receive such dividend or distribution, or the right to give such consent or dissent. If a record date is set, only stockholders of record on the date shall have such right notwithstanding any transfer of stock on the records of the corporation after the record date. Without fixing such record date, the Board of Directors may close the transfer records of the corporation for all or any part of such sixty day period.

If no record date is fixed and the transfer books are not closed, then the record date for determining stockholders having the right to notice of or to vote at a meeting of stockholders shall be at the close of business on the day next preceding the day on which notice is given, and the record date for determining stockholders for any other purpose shall be at the close of business on the day on which the Board of Directors acts with respect thereto.

**ARTICLE IX**  
**RESTRICTIONS ON TRANSFER**

No stockholder of the corporation shall voluntarily sell, assign, pledge or otherwise transfer (collectively, “transfer”) any of the shares of stock of the corporation or any right or interest therein, to any transferee other than another Stockholder of the corporation, except by a transfer which meets the following requirements:

**Section 1. Right of First Refusal for Stockholders of the same Class**

- i. If any stockholder (the “Selling Stockholder”) proposes to transfer any shares of stock of the corporation (the “Offered Shares”), then the Selling Stockholder shall give written notice of the proposed transfer (a “Transfer Notice”) to the corporation and all other stockholders. The Transfer Notice shall name the proposed transferee and state the number of Offered Shares, the price per share and all other material terms and conditions of the transfer.
- ii. For fifteen (15) days following the date of the Transfer Notice (the “First Option Period”), each holder of stock of the same class as the Offered Shares (the “Eligible Stockholders”) shall have the option to elect to purchase all or a portion of the Offered Shares at the price and upon the terms set forth in the Transfer Notice. Such option shall be exercised by providing a written notice to the corporation and the Selling Stockholder prior to the expiration of the First Option Period. Such written notice shall state how many shares of the Offered Shares he or she will purchase.
- iii. In the event that the Eligible Stockholders oversubscribe to the Offered Shares, each Eligible Stockholder’s subscription shall be reduced in accordance with their respective ownership of the stock of the same class as the Offered shares on the date of the Transfer Notice.

## **Section 2. Secondary Right of Refusal for Stockholders of different Classes**

- i. In the event that the aggregate number of Offered Shares that the Eligible Stockholders elect to acquire is less than the available number of Offered Shares, then, for fifteen (15) days following the expiration of the First Option Period (the “Second Option Period”), the stockholders other than the Eligible Stockholders (the “Remaining Stockholders”) shall have the option to purchase, at the price and upon the terms set forth in the Transfer Notice, such Offered Shares that the Eligible Stockholders did not elect to acquire in the First Option Period (the “Remaining Offered Shares”). Each Remaining Stockholder may exercise their option to purchase the Remaining Offered Shares by providing written notice to the corporation and the Selling Stockholder prior to the expiration of the Second Option Period. Such written notice shall state how many shares of the Remaining Offered Shares he or she will purchase. If a Remaining Stockholder fails to deliver such notice within the Second Option Period, such Remaining Stockholder’s option to acquire the Remaining Offered Shares shall terminate.
- ii. In the event that the Remaining Stockholders oversubscribe to the Remaining Offered Shares, each Remaining Stockholder’s subscription shall be reduced in accordance with their respective ownership of stock of the corporation on the date of the Transfer Notice.

## **Section 3. Third Right of Refusal for the Company**

In the event that the aggregate number of Offered Shares that the Eligible Stockholders and the Remaining Stockholders elect to purchase is less than the available number of Offered Shares, then, for fifteen (15) days following the expiration of the Second Option Period (the “Third Option Period”), the corporation shall have the option to elect to purchase, at the price and upon the terms set forth in the Transfer Notice, all or any lesser part of the Offered Shares not otherwise purchased by the Eligible Stockholders and the Remaining Stockholders. The corporation may exercise its option to purchase such Offered Shares by providing written notice to the Selling Stockholder prior to the expiration of the Third Option Period. Such written notice shall state how many shares of the Offered Shares the corporation will purchase. If the corporation fails to deliver such notice within the Third Option Period, the corporation’s option to acquire the Offered Shares shall terminate.

## **Section 4. Transfer of Offered Shares**

- i. In the event that the Eligible Stockholders, Remaining Stockholders, and/or the corporation, in the aggregate, elect to acquire all, but not less than all, of the Offered Shares, the corporation shall so notify the Selling Stockholder and settlement shall be made at the principal office of the corporation in cash within seventy-five (75) days after the date of the Transfer Notice; *provided that* if the terms of payment set forth in the Transfer Notice were other than cash against delivery of such consideration, the Eligible Stockholders, Remaining Stockholders, and/or the corporation shall pay for the Offered Shares on the same terms and conditions set forth in the Transfer Notice.
- ii. In the event that the Eligible Stockholders, Remaining Stockholders, and/or the corporation do not elect to acquire all of the Offered Shares, the exercise of the options shall not be valid and the Selling Stockholder shall not be obligated to sell the Offered Shares to Eligible Stockholders, Remaining Stockholders, and/or the corporation, as the case may be and the Selling Stockholder may, within seventy-five

(75) days after the date of the Transfer Notice, transfer the Offered Shares to the proposed transferee or any other purchaser (subject to Article X), *provided that* this sale shall not be on terms and conditions more favorable to the purchaser than those contained in the Transfer Notice. Notwithstanding any of the above, all Offered Shares transferred pursuant to this Section shall be subject to the provisions of this Section in the same manner and to the same extent as before the transfer.

#### **Section 5. Notice of Restrictions**

The following legend shall be noted conspicuously on the front or back of certificates representing certificated shares of stock of the corporation and shall be contained in the information statement required by Section 6.26(b) of the Massachusetts Business Corporation Act, as amended from time to time, for uncertificated shares of stock of the corporation:

The shares represented by this certificate or described in this information statement are subject to certain restrictions on transfer, including but not limited to, a right of first refusal in favor of the corporation and its other stockholders, as provided in the Articles of Organization and/or Bylaws of the corporation, a copy of which can be obtained from the secretary of the corporation.

### **ARTICLE X**

#### **Drag Along Rights**

In the event that a third party makes a bona fide offer to purchase substantially all of the corporation's outstanding stock, the Secretary shall provide a written notice to all stockholders specifying the name of the purchaser, the consideration payable per share and a summary of the material terms of such proposed purchase. If stockholders owning at least seventy five percent (75%) of the outstanding shares accept such offer (the "Initial Sellers"), they may send a written notice to the other stockholders (the "Drag-Along Sellers") informing them that the deal has been accepted (the "Drag-Along Notice"). Upon receipt of a Drag-Along Notice, each Drag-Along Seller shall be obligated to (i) sell all of its shares, free of any encumbrance, in the transaction contemplated by the Drag-Along Notice on the same terms and conditions as the Initial Sellers (including payment of its Pro Rata Share of all costs associated with such transaction), and (ii) otherwise take all necessary action to cause the consummation of such transaction, including voting its shares in favor of such transaction and not exercising any appraisal rights in connection therewith. Each Drag-Along Seller further agrees to take all actions (including executing documents) in connection with consummation of the proposed transaction as may reasonably be requested of it by the Initial Sellers.

### **ARTICLE XI**

#### **Transfer by Operation of Law**

In the event that any shares of stock of the corporation are involuntarily transferred by operation of law, such shares (the "Redeemable Shares") shall be redeemable by the corporation at any time for their fair market value as determined by a reputable and certified commercial business appraiser selected by the corporation (the "Appraiser"). The Appraiser shall determine the fair market value of the Redeemable Shares without giving any consideration, premium or discount to the fact that the Redeemable Shares may consist of more or less than a majority of the outstanding stock of the corporation. The cost of the appraisal shall be borne by the corporation. If the owner

of the Redeemable Shares is not satisfied with the Appraiser's valuation, such owner may hire their own appraiser and the average of the two appraisals will be conclusively used to determine the value of the Redeemable Shares.

## **ARTICLE XII** **Miscellaneous Provisions**

### **Section 1. Execution of Papers.**

All deeds, leases, transfers, contracts, bonds, notes, releases, checks, drafts and other obligations authorized to be executed on behalf of the corporation shall be signed by the President or the Treasurer except as the Directors may generally or in particular cases otherwise determine.

### **Section 2. Voting of Securities.**

Except as the Directors may generally or in particular cases otherwise specify, the President or the Treasurer may on behalf of the corporation vote or take any other action with respect to shares of stock or beneficial interest of any other corporation, or of any association, trust or firm, of which any securities are held by this corporation, and may appoint any person or persons to act as proxy or attorney-in-fact for the corporation, with or without power of substitution, at any meeting thereof.

### **Section 3. Corporate Seal.**

The seal of the corporation shall be a circular die with the name of the corporation, the word "Massachusetts" and the year of its incorporation cut or engraved thereon, or shall be in such other form as the Board of Directors may from time to time determine.

### **Section 4. Corporate Records.**

The original, or attested copies, of the Articles of Organization, By-Laws and records of all meetings of the Incorporators and stockholders, and the stock and transfer records, which shall contain the names of all stockholders and the record address and the amount of stock held by each, shall be kept in Massachusetts at the principal office of the corporation, or at an office of its transfer agent or of its Secretary or of its Resident Agent. Said copies and records need not all be kept in the same office. They shall be available at all reasonable times to the inspection of any stockholder for any proper purpose but not to secure a list of stockholders for the purpose of selling said list or copies thereto or of using the same for a purpose other than in the interest of the applicant, as a stockholder, relative to the affairs of the corporation.

### **Section 5. Evidence of Authority.**

A certificate by the Secretary or Assistant Secretary as to any matter relative to the Articles of Organization, By-Laws, records, Board of Directors, or any committee of the Board of Directors, or stock and transfer records or as to any action taken by any person or persons as an officer or agent of the corporation, shall as to all persons who rely thereon in good faith be conclusive evidence of the matters so certified.

## **ARTICLE XIII** **Amendments**

These By-Laws may be amended or repealed in whole or in part by an affirmative vote of stockholders representing at least seventy five percent (75%) of all stock issued and outstanding and entitled to vote, provided that notice of the substance of the proposed amendment is stated in the

notice of such meeting. If authorized by the Articles of Organization, the Directors by unanimous vote may make, amend or repeal the By-Laws, in whole or in part, except with respect to any provision thereof which by law, the Articles of Organization or the By-Laws requires action by the stockholders. Not later than the time of giving notice of the meeting of stockholders next following the making, amending or repealing by the Directors of any By-Law, notice thereof stating the substance of such change shall be given to all stockholders entitled to vote on amending the By-Laws. No change in the date fixed in these By-Laws for the annual meeting of stockholders may be made within sixty (60) days before the date fixed in these By-Laws, and in case of any change in such date, notice thereof shall be given to each stockholder in person or by letter mailed to his last known post office address at least twenty days before the new date fixed for such meeting.

**IN WITNESS WHEREOF**, the undersigned Stockholders have executed these By-Laws of Flower Power Growers, Inc. a Massachusetts corporation as of the date provided next to their signature. Stockholder signatures hereunder will constitute acceptance of these By-Laws and all subsequent amendments.

**JOSH GOLDMAN**

**Date:**

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**MICHAEL COHEN**

**Date:**

---

---

**JOHN STOBIERSKI**

**Date:**

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**EXHIBIT A**  
**CAPITALIZATION TABLE**

Total Authorized Common Shares: 275,000

Total Issued Common Shares: 100,000

<b><u>STOCKHOLDER</u></b>	<b><u>CLASS OF SHARES</u></b>	<b><u>NUMBER OF SHARES ISSUED</u></b>	<b><u>PROPORTIONATE OWNERSHIP OF OUTSTANDING SHARES</u></b>
Josh Goldman	A	35,833	35.83%
John Stobierski	A	35,833	35.83%
Michael Cohen	A	28,333	28.33%
<b>TOTAL</b>		100,000	100%

This letter serves as an attestation that Flower Power Growers Inc. (FPG) is unable to obtain a certificate of good standing from the department of Unemployment Assistance as FPG is unable to register with the department of Unemployment Assistance until hiring employees.

John Stobierski

01/24/21

John Stobierski, Owner

Date

88 KING STREET  
NORTHAMPTON, MA 01060-3257



TEL (413) 586-5011  
FAX (413) 586-7973

ROBERT F. BORAWSKI,  
DAVID J. MALEK,  
LICENSED INSURANCE ADVISORS

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December 8, 2020

To Whom it may concern,

Cannasure Insurance will provide general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence.

Insurance will be covered for a manufacturing as well as cultivation license.

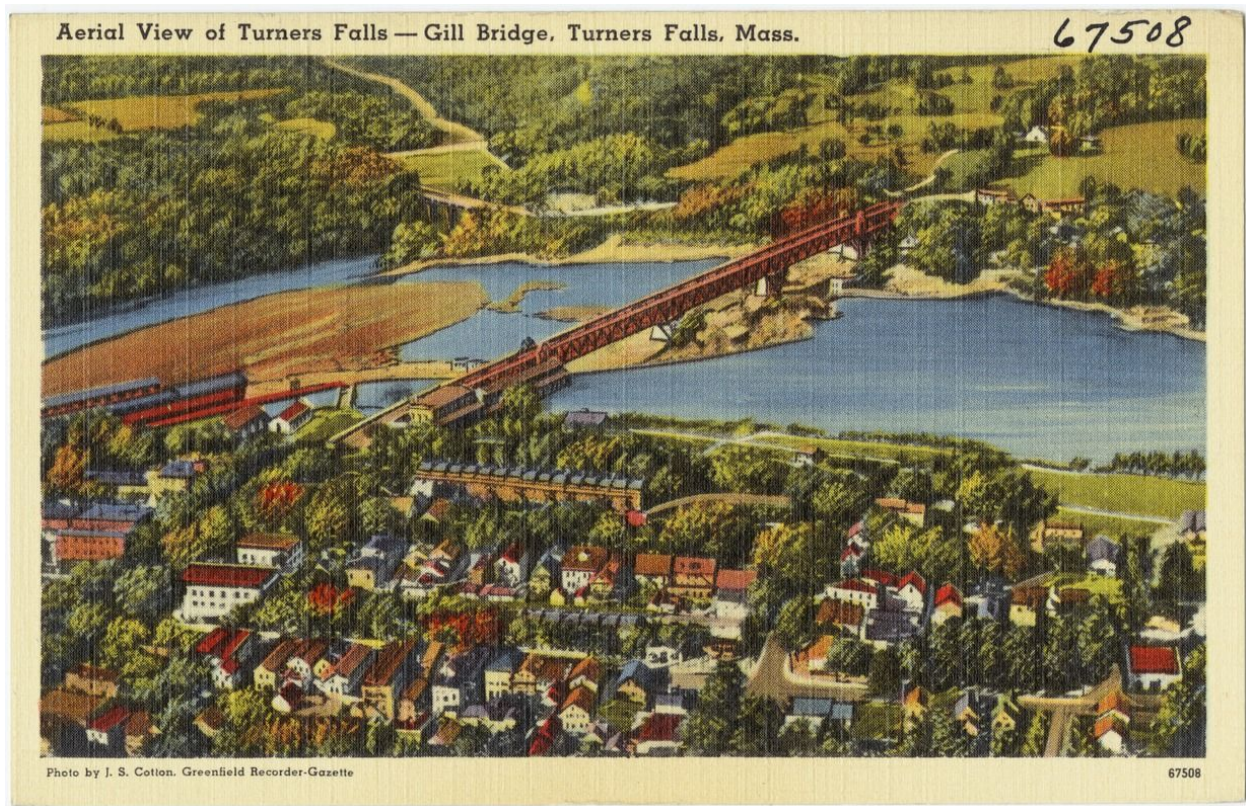
Sincerely,

A handwritten signature in blue ink, appearing to be "RFB", is written over the word "Sincerely,".

Robert F Borawski

**- BUSINESS PLAN -**

*FLOWER POWER GROWERS LLC (FPG)*



**Hybrid Greenhouse Adult-Use Marijuana  
Cultivation and Processing Facility  
Montague/Turner's Falls, MA**

# Disclaimer

This Business Plan summarizes certain information about **FPG**, a Massachusetts company incorporated for the purposes of operating a marijuana cultivation and manufacturing facility. Except where the context requires otherwise, “FPG”, “Company”, “we”, “us”, and “our” refer to **FPG**.

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## Disclaimer

This Business Plan is confidential and proprietary. It is being furnished by *FPG* to prospective investors for the sole purpose of evaluation of the transaction. Without the prior written permission of the Company, such potential investors will not release this document or discuss the information contained herein or make a reproduction of or use this Business Plan for any other purpose. Prospective investors should not assume that this Business Plan is complete and should conduct their own analysis and investigation of the Company and consult with their personal financial, legal, tax and other business advisers before investing in the Company. Prospective investors agree that they are responsible for conducting their own due diligence investigation to verify to their satisfaction any information, opinions or estimates in this document.

Prospective investors in the Company and any other persons who receive this Business Plan agree that they will hold its contents and all related documents in confidence and that they will not utilize such information to the detriment of the Company. Distribution or reproduction of this Business Plan or related materials, in whole or in part, is prohibited.

The Company makes no representations or warranties as to the accuracy or completeness of the information presented herein. Nothing contained herein is or should be relied on as a promise or representation as to the future performance of the Company. Note: **We will be a recreational-only facility.**

## Forward-looking statements

Certain statements in this Business Plan constitute forward-looking statements, which may be identified by words such as “will,” “expect,” “plan,” “intend,” “anticipate,” and other words indicating that the statements are forward-looking. Such forward-looking statements are expectations only and are subject to known and unknown risks, uncertainties and other important factors that could cause the actual

results, performance or achievements of the Company, or industry results, to differ materially from any future results, performance or achievement implied by such forward-looking statements. All of the financial information in this Business Plan is unaudited.

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# 1. Executive Summary

**Overview:** *FPG* is a Massachusetts-registered Corporation, established to achieve the legalized hybrid outdoor cultivation of high-quality marijuana plants and products. The facility will comprise a propagation room; three grow greenhouses, manufacturing, packaging, administration, and secure storage rooms. The production output will comprise a range of marijuana flower and flower-related products for sale through our own, and other licensed retail outlets.

**Products/Services:** *FPG* will cultivate a variety of high quality, marijuana strains and marijuana products that appeal to both regular, occasional, and new consumers of marijuana, using mindful production practices and genetics that provide a balance between the highest yields and the greatest value to customers.

**Market:** With the passing of new legislation, legalized marijuana is the fastest growing U.S. Industry. According to ArcView Market Research, the US national legal marijuana market value is now assessed at \$6.7 billion, comprising all states that have active and open sales of marijuana to people legally allowed to possess it under state law. The national market is projected to grow from current levels to \$24.1 billion by 2025 according to New Frontier Data's 2017 Executive Summary. The opening and legalization of the Massachusetts adult-use marijuana market are sure to see a great many players of all sizes looking to claim their share of the market. The initial "novelty-factor" of legalized marijuana will (if legalization in other states is anything to go by) likely lead to an initial surge in sales leading to shortages of supply, followed by a modest downward trend towards stabilization in both supply and sales on the market as a whole. *FPG* benefits from being able to offer a range of mature and thoroughly market-tested strains of cannabis.

**Competition:** The Massachusetts adult-use marijuana industry is still in the emerging stages of market growth. *FPG* will undoubtedly see competition from other cultivators, manufacturers, and retailers. Marijuana growers, confronted by the projected competition of other growers coming online have rapidly made their product available to diverse retailers as more and more retailers open. We feel a healthy market normalizes marijuana and helps activate the consumer base.

*FPG*'s competitive advantage over such players is the maturity of our product range. This, together with our quality-focused approach, and years of product sales experience, will help ensure superior quality, lower overheads and a readily scalable production volume. We are confident that this approach will allow us to successfully carve out an appropriate market share and aggressively establish brand recognition.

**Risk/Opportunity:** The most significant risk associated with our business model is timing. The early movers offering consistent quality and availability will have a distinct advantage and strong position within the local and statewide market. Our master growers have worked hard to mitigate this risk with

years of cannabis industry experience. They know how to fine-tune and perfect our cultivation and manufacturing methods in a scalable manner. Rapid product launch will lead to the realization of a product offering that not only caters to immediate market needs, but that preemptively embraces the projected demands of the market. Implementing our strategy in a timely manner will put *FPG* in the best position to succeed.

**Management:** *FPG* will offer a management team that brings a wealth of experience in marijuana cultivation, business development, product creation, sales, operations and financial management.

**Operations:** *FPG*'s activities will be located in Turner's Falls, Massachusetts. *FPG* will occupy 18,000 sq ft of cultivation, greenhouse, and hybrid grow house space.

**Capital Requirements:** The capital requirements for *FPG* to execute this business plan are approximately \$2,362,315 plus working capital of a further \$487,685 for the first year of operations. The Company anticipates that such funding will be available at provisional licensure and will allocate the invested capital to the following:

Construction and Fit-out	\$1,394,625
Equipment – Cultivation and processing	\$880,150
Permits, licensing and applications	\$32,700
Extraction and packaging equipment	\$54,840
Working Capital	\$487,685
<b>TOTAL</b>	<b>\$2,850,000</b>

<b>Financial Snapshot:</b>					
Consolidated Financials	Year 1	Year 2	Year 3	Year 4	Year 5
Total sales revenue	\$13,562,957	\$27,939,691	\$28,777,882	\$29,641,218	\$30,530,455
Total expenses (deductible)	\$1,824,902	\$2,992,026	\$3,081,786	\$3,174,240	\$3,269,467
Total expenses (non-deductible)	\$399,291	\$482,533	\$496,559	\$511,006	\$525,886
<b>Estimated Net Income</b>	<b>\$4,381,399</b>	<b>\$9,902,777</b>	<b>\$10,200,311</b>	<b>\$10,506,770</b>	<b>\$10,822,423</b>

**Keys to Success:**

- Secure Capex and Opex Investment
- Close lease on property
- Secure state licensing
- Construction of cultivation facility
- Commence cultivation, extraction, and manufacturing processes
- Commence wholesale sales
- Community Outreach, training, and engagement
- Effective management of funding and working capital
- Successful branding and marketing strategies
- Reinvestment into new technology and continued expansion to maintain competitive edge

## 2. Project Overview

### 2.1 Introduction

*FPG* will profitably cultivate, process, and sell a range of cannabis flower and flower products applying advanced horticulture production methodologies in a manner that allows for year-round production and superior yields. All of the harvested flower will be dried and cured for sale as pure flower products while the kief and trim will be used as source material for our THC-infused products, or as raw material for THC extraction. Production output will be sold to licensed retail outlets and manufacturers in accordance with the laws of the state of Massachusetts.

The project is budgeted to cost approximately \$2,850,000 including working capital for the first year.

### 2.2 Company Location and Facilities

The Company's head office and cultivation facility will be located on previously city-owned 4 acre parcel of land in Turner's Falls, Massachusetts. The building is well-located in a correctly-zoned area and offers ample room for the proposed facilities. Ample power is available, and the open nature of the internal structure makes it ideally suited to be rapidly re-adapted for use as an indoor cultivation, manufacturing, and retail facility.

#### **Cultivation**

*FPG* will create a **propagation laboratory** that will be fitted and equipped for the transformation and cultivation of seedlings to cuttings and young plants in preparation for their transfer to the grow rooms. This space will house the mother plants, the genetic base, from which our plants will be cultivated.

**Grow rooms** will house the systems and equipment for the continued vegetative growth and flowering of our selected marijuana strains and genetics. This process will see the full vegetative growth phase of the individual plants followed by the triggered transformation to the flowering stage. Once operational, one grow room will be harvested every 17 days producing a total of 21 harvests per year.

### **Administration Center**

The administrative and operations center of the facility will be housed in appropriately furnished office space located adjacent to the principal grow and manufacturing facility.

### **2.3 Technology**

The Company has designed and specified each system to comprise cutting-edge technology that creates an end-to-end cultivation system providing optimal efficiency. These systems are based upon extensive real-world marijuana cultivation experience, and their application has been enhanced and developed by our team to ensure consistent results. The systems and equipment required is summarized, but not limited to, the following:

- Grow Lamps
- Air Conditioning System
- Dehumidifiers
- Fans, Barrels, and Pumps
- R/O water system
- Timers and Smart System
- Water Heater
- Reserve Generator

### **Extraction Equipment**

- Cryo Freezer
- Rosin Press

## **3. Products**

- **Raw Flower**
  - Cured Flower
  - Dry Sift Kief
  - Cryo Cure flower
  - Pre rolls

**Product Profiles** – The above list of products consists of the primary, initial product offerings. All products will be packaged and presented in “shelf-ready” condition. Flower will be pre-packaged in

eighth and quarter oz packaging that preserves both flavor and quality. That being said, an excess, or glut of flower may be readily sold to processors and manufacturers for transformation, together with the dry sift kief, and the trim, into extracted or THC-infused products. This flexibility underscores *FPG's* robust revenue strategy allowing us to remain agile and dynamic as the market evolves.

## 4. The Market

### 4.1 Market Overview

Currently, 34 states in America and the District of Columbia have legalized marijuana use in some form (medical or adult-use). The majority of these states have allowed sales for medical use and nine states, including Massachusetts have legalized cannabis for recreational use. Since 60% of the population resides in states that have legalized the use of marijuana for medical use, adult-use, or both, this demonstrates immense potential for the future growth of the industry. ***We will be a recreational-only facility.***

According to *New Frontier Data*, combined medical and recreational sales are thought to have exceeded \$8 billion in 2017 and are projected to exceed \$11 billion in 2018. Further growth is projected with recreational marijuana alone answering for \$7.4 billion annually by the end of 2020, making marijuana the fastest growing industry in the U.S. ***We will be a recreational-only facility.***

### 4.2 Target Market

On November 8, 2016, Massachusetts voters approved the adult recreational use of marijuana. Following extensive consultations the state has now opened the application review process allowing Licensed Marijuana Establishments to start operations.

With 39 cities, 312 towns and 14 counties, the local municipalities of Massachusetts have been granted the authority to govern their own recreational marijuana industry. This will inevitably result in varying local by-laws on the production, manufacturing, and sale of the plant across the state. Many towns have passed moratoria on the sale and production of marijuana. Others are wary of what the market will bring. Mindful of the unpredictability of regulations and their effect on retail sales during the first wave of implementation, *FPG* will establish a high-end cultivation facility to supply its retail outlets and manufacturers.. Building a brand that represents a culture of sophistication, quality, respect for the plant, and respect for the customer's interaction with cannabis will create a platform from which *FPG* will rapidly expand to include other products and exploit further sales opportunities.

## 5. Competition

## 5.1 Competitive Landscape

Companies in the marijuana industry typically compete on product type, quality, volume, and reliability. Despite prohibition, the marijuana market enjoys widely recognized norms and expectations. This may appear to make competing on the price a somewhat lower expectation. Nevertheless, the volume of potential cultivators, manufacturers, and retailers makes price competition a genuine possibility. We will counter this with a robust production strategy that ensures the Cost of Goods Sold is carefully balanced against a potentially variable sales price providing revenue stability and continued profitability.

*FPG* will produce a variety of high-quality, innovative marijuana products in a quantity and frequency that will allow us to carve an important niche in the wholesale market. The high-volume players may be expected to exert some form of price pressure. However, their growing and production techniques are geared towards a mass-market product that consumers may feel compromises the integrity of the end product. *FPG* will counter the pressure from high-volume cultivators with the outstanding quality of our products.

## 5.2 Direct Competition

The direct competition for *FPG* will come from similar cultivation, manufacturing, micro-businesses and retail operations that grow, produce and sell similar products with the same (or higher) quality and volume. The exact nature of such competition is difficult to quantify but will become apparent as the state of Massachusetts continues to issue cultivation, manufacturing, and retail licenses.

## 5.3 Competitive Advantages

- Vertically Integrated operation.
- Sufficient volume to become a market force.
- Premium product quality.
- Tried and true cultivation practices.
- Competitive pricing.
- Year-round growth
- Timing of entry into the marketplace
- A strong technical team with proven methods and results over the last 20 years
- Energy efficient processes with hybrid light and sun grown technology

# 6. Strategy and Execution

## 6.1 Summary

*FPG* will be recognized as a marijuana brand that offers a distinctive product that represents excellence, quality, and sophistication, that thoughtfully represents customer needs and shared ideals. *FPG* will carve an important niche among competitors using cultivation methods that reflect a deeper understanding of the context for adult-use marijuana by providing a superior product. We will navigate the legislative challenges facing advertising through a combination of targeted direct advertising and customer partnerships. *FPG* will efficiently direct our marketing efforts at the regional and local markets, primarily targeting regional customers while maintaining a watchful eye on the growth potential offered for future expansion.

## **6.2 Marketing Strategy**

**Value Proposition** – *FPG* will produce exceptional marijuana flower, offering customers the convenience and pleasure of a premium marijuana product. Our high-quality marijuana flower will be created using careful cultivation, drying, and curing methods that demonstrate respect for the needs, and nature of the cannabis plant as well as the end-user. We will offer a range of innovative, popular, market-tested, topical products.

The customer will recognize *FPG* as a mindfully-produced brand that offers an entirely natural product, free from unnecessary additives, where quality, consistency, and an appreciation of the recreational and healthful benefits of marijuana are held in high esteem.

**Product differentiation** - *FPG's* approach allows us to respect and nurture the fundamental needs of the marijuana plant in a manner that ensures that we maintain and amplify its natural characteristics, preserving the flavor, complexity and healthful benefits for which it is valued and appreciated. *FPG* products will be distinctively and attractively packaged in a manner that establishes and strengthens our branding objectives.

**Price point** - While price is rarely the most important factor affecting buying behavior, it should strive to achieve parity with the customer's perceived value of the product. Both wholesale and retail pricing will be determined by economic and marketplace conditions, not least those presented by competitors and their pricing models. Nonetheless, marijuana products enjoy – to some degree – the benefits of commoditized values. That is to say, most retailers and manufacturers have a clear idea of the fair market price for marijuana products as do the majority of consumers. It is important to note that while prices for flower, and to some degree pure extract vary and fluctuate, THC-infused products typically demonstrate greater stability. While low and mid-market products may be offered for lower prices, our target market will seek out or be attracted to a product that offers qualities for which they are prepared to pay a premium price.

**Promotion** - The *FPG* Brand and products will be promoted through the following means:

**Branding through product appearance and packaging** – *FPG* products will be easily and readily identifiable through their distinctive appearance and attractive packaging. This packaging will

enjoy a shared branding across the product range and will carefully reflect the premium quality to which our brand aspires.

**Direct marketing to a new customer base** – The main thrust of our marketing efforts must aim at building brand awareness and rapport with both retailers and consumers. Our route to market through retail outlets enables our marketing and sales efforts to work hand in hand. Initial marketing efforts will center around marketing collateral such as product information leaflets, advertising posters, product displays that support retail sales efforts. We will establish customer partnerships through workshops, presentations, and mutually beneficial training seminars that further strengthen our brand.

**State, regional, and locally focused advertising and advertorials** – CCC regulations lay out strict guidelines regarding marijuana advertisements through print advertising, online advertising, sponsorship. These present many challenges. These challenges are further exacerbated by the unwillingness of players like Facebook and Google to allow marijuana-related advertisements across their medium. Federal laws currently prohibit the sale of marijuana products across state lines. This, therefore, largely negates the need for brand-building beyond state borders in the short term. As the principal market for our immediate future lies within Massachusetts, this is where the main thrust of the advertising opportunities open to us will be made.

*FPG* will navigate CCC advertising regulations by a policy of indirect advertising; leveraging our educational and outreach programs to build brand awareness, through advertorials and carefully "sanitized" brand message advertisements aimed exclusively at the Massachusetts market, and direct advertising through our customer database as this grows through promotional activities.

**Direct advertising** – The easiest way to reach existing and prospective customers is through direct advertising in the form of e-mail, electronic newsletters, social media and the like. Using branded marketing collateral available at our retail outlet, in product packages, on websites, and social media, current and prospective customers who participate in our program of campaigns and events will be asked to share email or social media contact details. This data will allow us to rapidly build our marketing and advertising database and enable us – in a manner that satisfies CCC constraints - to direct advertising and promotions at a target audience that is of legal age, predisposed to marijuana consumption, and is likely to share our values.

**Trade shows, conferences, and events** – *FPG's* will participate in a small but significant number of these events each year. Selected events will offer relevant state opportunities to promote our brand, strengthen sales, network, provide and monitor legislative and industry information relative to the industry in Massachusetts.

**Educational activities** – Massachusetts state regulations encourage all licensed marijuana establishments to provide relevant educational opportunities for their local communities. Doing so will help LMEs to qualify for the so-called *Leadership Ratings Program*.

*FPG* will create a comprehensive series of courses and lectures that meet this desire from the state legislature. *FPG* will leverage the legitimate advertising and promotion of these courses to strengthen and enhance our brand and its underlying ethos. Participation in these classes will require online enrollment, providing additional opportunities to gather direct advertising data.

**Community informational activities** – The *FPG* team hopes to engage in lectures, seminars, and presentations as thought leaders and entrepreneurs in support of promotional exercises at marijuana-related events. These activities may include educational and/or informational activities carried out at various venues and locations.

### **Marketing Objectives**

1. Persuade buyers and consumers that our brand and products fit well with their customer's consumption patterns, lifestyle, and self-image.
2. Engage consumers in our community supportive marketing efforts.
3. Satisfy and exceed supply and customer service expectations of retailers and manufacturers.

**Target Market** – The breadth and variety of our product range will allow *FPG* to engage our core markets through both our own and other retail outlets.

**Market Channels** - Retail sales of marijuana are strictly limited to licensed retail outlets, and manufacturers. The location, presence and licensing status of these establishments will be publicly available through a single online source. Regulations currently preclude opportunities for online purchases as the transportation of marijuana products is strictly regulated.

### **6.3 Sales Strategy**

#### **Sales Objectives**

Our business plan will realize the cultivation of a variety of smokable products, the manufacture of a wide range of THC-infused topical products with a combined net income potential of around \$9.9M per year (year two).

A comparative study of the marijuana markets in other states suggests that demand will outpace supply by a considerable margin during the first year or two before stabilizing in terms of both price and supply. We believe that the market demand will be sufficient to see rapid and complete sales of all available products.

#### **Strategies for Implementation**

Sales will be driven by a combination of customer demand, branding, marketing, advertising, and direct sales. Notwithstanding our potential sales projections, it may prove challenging to establish and

maintain a high brand profile while serving the needs of the entire market. We plan to tackle this by offering our products to a limited customer base to help ensure that we strike the best possible balance between choice and availability of product, ensuring that our customer's products of choice are, as far as possible, always available for delivery or sale.

## **6.4 Implementation Strategy**

### **Capex/Opex capital**

The license application process requires that applicants demonstrate and document that the capital funds required to execute their business plan successfully are available and have been obtained from legitimate sources. The *FPG* business plan demonstrates a need for \$2,362,315 in capital expenditure for space preparation, fit-out, systems, and equipment, and a further \$487,685 to meet operational expenditure needs and a strategic reserve during the first twelve months of operation.

### **Construction, Fit-out, and Systems Acquisition**

To prepare our selected location for the cultivation needs that suit our operational requirements we will adapt and fit out the spaces with all necessary equipment, and install and commission all cultivation and operational management systems. Order and acquisition of this equipment and systems must be done as early in the process as possible to mitigate potential lead-time conflicts.

### **Operations organization, Policies, and Inspection**

The state of Massachusetts imposes substantial demands regarding systems and administration for marijuana establishment operators. State law provides powers to impose fines for violations of these regulations. Accordingly, it is essential we ensure that our systems, policies, and administrative routines are robust, compliant and efficient before any state inspection and the subsequent commencement of operations.

### **First seed and First Sales**

Once the above steps have been taken, propagation of our first batch of marijuana may begin. The cultivation and manufacturing facility will be divided into one propagation room and three cultivation rooms. Each 'grow' will start life as cuttings that will be propagated for before being moved to the cultivation or grow room. There they will remain until ready for harvest. In the meantime, the propagation room will have again started to produce cuttings which will, when ready, be moved to their cultivation rooms and so on.

Once harvested, the plants will be divided into flower, kief and leaf (trim). The flower will be trimmed, dried, cured and packaged, while the trim and kief will simply be extracted, and incorporated into our range of topical products.

For the purposes of this business plan it is estimated that approximately 50% of production will be sold through our own retail outlet, while the remaining 50% will be sold wholesale to other retailers.

# 7. Management

The proper management of all aspects of the proposed project is crucial to the success of *FPG*. We have brought together a highly-qualified team that offers the experience and knowledge to achieve our goals in a timely, efficient, and professional fashion.

**CEO**, Josh Goldman, Our chief executive officer is the highest-ranking executive in a company, whose primary responsibilities include:

1. Setting strategy and direction
2. Modeling and setting the company's culture, values, and behavior
3. Building and leading the senior executive team
4. Allocating capital to the company's priorities

**CFO**, Michael Cohen Our Chief Financial Officer will oversee and manage the organization's finances. Their typical day-to-day duties may vary widely. However, there are three basic areas of responsibility upon which they will focus.

1. Accounting and Reporting
2. Management and Budgeting
3. Strategy and Planning

**COO**, John Stobierski, The chief operating officer (COO), also called the chief operations officer, is one of the highest-ranking executive positions in an organization, comprising part of the "C-Suite". The COO is responsible for the daily operation of the company, and routinely reports to the highest ranking executive, usually the chief executive officer (CEO).-The COO is also the second in command of our organization.

**Director of Cultivation and Manufacturing**, This key interim role by 4th generation farmer and Pioneer Valley local Joseph Swartz, will plan, direct, and manage all aspects of cultivation, harvest, drying, curing, and manufacturing. The DCM has extensive experience in all aspects of cannabis horticulture, extraction techniques, and product manufacturing.

## **7.1 Personnel plan**

Despite the management staff providing the essential knowledge and experience, *FPG* will require a number of staff members with a variety of skills and abilities. The following positions will be filled to meet full operational requirements. The hiring schedule will be timed to meet our needs and is expected to ramp up to full capacity over the first year.

		Year One	Year Two	Year Three	Year Four	Year Five
Senior Management	Master grower	1	1	1	1	1
	Assistant grower	1	1	1	1	1
	Master extractor	1	1	1	1	1
Management	Admin Manager	1	1	1	1	1
Cultivation Staff	Grow Helper	8	8	8	8	8
	Trimmer	4	4	4	4	4
Processing Staff	Extraction	4	4	4	4	4

# 8. Financials

## 8.1 Financial Assumptions

Summary financial statements are based upon the following financial assumptions:

### General

1. Most (but not all) Costs Of Goods Sold and operational expenses (excluding salaries and wages) reflect a proforma 5% increase annually.
2. Revenues and income reflect a proforma 5% increase annually.
3. Salaries and wages reflect a proforma 3% increase annually.
4. In accordance with Massachusetts State regulations for the marijuana industry, up to 3% of gross revenues for the first three years of operation are payable to the municipality in which the company is located. The exact percentage is determined through a Host Community Agreement between the Licensed Marijuana Establishment in question and the relevant municipality.

5. In accordance with Federal Tax Code 280(e), many operating expenses are non-deductible. In essence this means that all expenses directly related to the Costs Of Goods Sold may be deducted, while general operational, sales and marketing expenses are not.
6. COGS, revenues and yields have been calculated as an average per month for the sake of simplicity. While reality is clearly different, this approach has allowed us to simply and accurately view a process that is full of variables.

**1. Environmental Policies and Procedures -**

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts. These include, but are not limited to;
  - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
  - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings when compared to HID, or High-Intensity Discharge lights.
  - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
  - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
  - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
  
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
  
- c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
  
- d. We will adhere to the following minimum energy efficiency and equipment standards;
  - i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning

Engineers (ASHRAE) Chapters 5.4 and 5.5 as applied or incorporated by reference in 780 CMR; State Building Code.

- ii. The Lighting Power Densities (LPD) for cultivation space will not exceed an average of 36 watts per gross square foot of active and growing space unless otherwise determined in guidelines issued by the Commission.
- iii. Requirements 935 CMR 500.120(11)(b) and (c) shall not be required if we are generating 100% or more of the onsite load from an onsite clean or renewable resource.
- iv. Heating Ventilation and Air Conditioning (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR: State Building Code, IECC Section C.403 ASHRAE Chapter 67 as applied or incorporated by reference in (780 CMR: State Building Code).
- v. The Commission may further define these standards, or create reasonable exemptions or modifications, through guidelines issued in consultation with the energy and environmental standards working group established under St. 2017, c. 55 § 78(b), including but not limited to provisions for greenhouses and agricultural buildings.

## 1.1. Maintenance of Financial Records Plan

Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. All financial records will be maintained in accordance with generally accepted accounting principles. The company will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

- 1.1.1. The company will maintain business financial records, which shall include manual or computerized records of:
  - 1.1.1.1. Assets and liabilities.
  - 1.1.1.2. Monetary transactions.
  - 1.1.1.3. Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - 1.1.1.4. Sales records including the quantity, form, and cost of marijuana products; and
  - 1.1.1.5. Inventory records as required by 935 CMR 500.105(8) and as outlined in the General Record Keeping section of our standard operating procedures.
- 1.2. The company shall fully comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements.
- 1.3. Our point of sale systems and software are configured to separate accounting practices for marijuana products from non-marijuana products.
- 1.4. Our facility is not co-located with a medical dispensary and has no obligation to maintain an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10) and 935 CMR 500.140(6).
  - 1.4.1. General
    - 1.4.1.1. We are prohibited from utilizing software or other methods to manipulate or alter sales data.
    - 1.4.1.2. We will conduct a monthly analysis of equipment to determine that no software has been installed that could be utilized to manipulate or alter sales data.
    - 1.4.1.3. A record that this monthly analysis has been performed shall be maintained by us and made available to the Commission upon request.
    - 1.4.1.4. Should such analysis determine that software or other methods have been installed or utilized to manipulate or alter sales date, Senior management will immediately disclose this information to the Commission, and cooperate in any investigation, and take such other action directed by the Commission.
  - 1.4.2. Inventory records include:
    - 1.4.2.1. Shipping manifests
    - 1.4.2.2. Delivery and unpacking video recordings
    - 1.4.2.3. Daily sales stock withdrawal and return reports
    - 1.4.2.4. Weekly inventory reports

- 1.4.2.5. Product return reports
- 1.4.3. Salary and wages paid to each employee, stipends paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- 1.4.4. All financial transactions and accounts will be entered into a proprietary accounting software by a bookkeeper specifically employed for the purpose.
- 1.4.5. The accounting software used will provide security and backup capabilities in accordance with 935 CMR 500.000 and the company security plan.
- 1.4.6. Daily sales reports will be generated by the bookkeeper and stored both digitally and as a hard copy in the records cabinet.
- 1.4.7. The accounts will be reviewed monthly by a licensed CPA.
- 1.4.8. The point of sale system software will automatically transfer all sales transactions to our accounting system for reconciliation by the bookkeeper.
- 1.4.9. The duty manager will generate a sales report from the point of sale system at the conclusion of each day. This report should be digitized and a hard copy stored in the records cabinet
- 1.4.10. Expense records
  - 1.4.10.1. duty managers and senior management may be provided with a company debit card and/or check-signing authorization. A receipt must be obtained and presented to the bookkeeper for all expenses paid through these means
  - 1.4.10.2. Documentation supporting business expenses such as statements and invoices, details of cash payments, receipts and the like must be securely stored in the records cabinet and presented to the bookkeeper for entry into the accounting software.
- 1.4.11. Contracts and Agreements - Green River Cannabis Company, Inc, will likely enter into a number of contracts and agreements with the host municipality, service providers, financial institutions, property owners etc. Such contracts and agreements include, but are not limited to;
  - Sales and Purchase agreements
  - Loan agreements
  - Rental agreements
  - Lease agreements
  - Franchise agreements
  - Sale and lease back agreements
  - Trading agreements with suppliers
  - Insurance policies
  - Legal documentation
 All such documentation must be digitized and a hard copy stored in the records cabinet.
- 1.4.12. Other documents may include;
  - Deposits with utility companies
  - Contracts with telecommunications companies
  - Business registration documents and certificates
  - Business licensing documents
  - Surety bonds
  - Tax records

All such documentation must be digitized and a hard copy stored in the records cabinet.

## **Personnel Policies and Background Checks**

**1. Introduction**

- 1.1. Changes in Policy
- 1.2. Employment-At-Will
- 1.3. Marijuana Establishment Agent

**2. Roles, Qualifications, Training, and Selection**

- 2.1. Facility Job Classifications and Requirements:
- 2.2. Employee Training and Selection

**3. Employment Policies**

- 3.1. Employee Classifications
- 3.2. Equal Employment Opportunity & American with Disabilities Act.
- 3.3. Diversity Plan
- 3.4. Confidentiality.
- 3.5. Employment of Minors.
- 3.6. Employment of Relatives
- 3.7. Introductory Period
- 3.8. Personnel Records and Employee References
- 3.9. Privacy
- 3.10. Immigration Law Compliance
- 3.11. Religious Accommodation
- 3.12. Political Neutrality

**4. Hours of Work and Payroll Practices**

- 4.1. Pay Periods and Paydays
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# 1. Introduction

## 1.1. The Employee Handbook

- 1.1.1. This Employee Handbook ("Handbook") is designed to summarize certain personnel policies and benefits of High Five. (the "Company") and to acquaint employees with many of the rules concerning employment with the Company. This Handbook applies to all employees, and compliance with the Company's policies is a condition of employment. This Handbook supersedes all previous employment policies, written and oral, express and implied. The Company reserves the right to modify, rescind, delete, or add to the provisions of this Handbook from time to time at its sole and absolute discretion. This Employee Handbook is not a binding contract between the Company and its employees, nor is it intended to alter the at-will employment relationship between the Company and its employees. The Company reserves the right to interpret the policies in this Handbook and to deviate from them when, in its discretion, it determines it is appropriate.

## 1.2. Changes in Policy

- 1.2.1. Since our business is constantly changing, the Company expressly reserves the right to revise, modify, delete, or add to any and all policies, procedures, work rules, or benefits stated in this handbook or in any other document, except for the policy of at-will employment as described below. Nothing in this employee handbook or in any other document, including benefit plan descriptions, creates or is intended to create a promise or representation of continued employment for any employee. Any changes to your at-will employment status, described below, must be in writing and must be signed by the Company.
- 1.2.2. With respect to all other changes to Company policies, we will notify you of these changes in writing. No oral statements or representations can in any way alter the provisions of this Handbook. Changes will be effective on dates determined by High Five. and you may not rely on policies that have been superseded.
- 1.2.3. **If you are uncertain about any policy or procedure, please check with your Supervisor or Human Resources Manager.**

## 1.3. Employment-At-Will

- 1.3.1. Employment with the Company is on an at-will basis, unless otherwise specified in a written employment agreement. You are free to resign at any time, for any reason, with five days notice. Similarly, the Company is free to conclude the employment relationship at any time for any lawful reason, with or without cause, and with five days notice.
- 1.3.2. Nothing in this Handbook will limit the right of either party to terminate an at-will employment. No section of this Handbook is meant to be construed, nor should be construed as establishing anything other than an employment-at-will relationship. This Handbook does not limit management's discretion to make personnel decisions such as reassignment, change of wages and benefits, demotion, etc. No person other than the Executive Director, President, or a member of the Board of Directors has the authority to enter into an agreement for employment for any specified period of time or to make an agreement for employment other than at-will terms. Only the Executive Director, President, or member of the Board of Directors of the Company has the authority to make any such agreement, which is only binding if it is in writing and signed by the President of the Company.

## **1.4. Marijuana Establishment Agent - Background Checks**

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
  - 1.4.3.1. be 21 years of age or older;
  - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
  - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
- 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
- 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
- 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

## 2. Roles, Qualifications, and, Training

### 2.1. Facility Job Classifications and Requirements:

- 2.1.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 2.1.2. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 2.1.3. **Production Associate** - Our facility has an ongoing need for production associates to process and manufacture our range of cannabis products. This product range includes, but is not limited to:

- Edibles
- Extracts
- Pre-rolls
- Tinctures
- Beverages
- Vape pens

Production associates will be required to possess or undergo training in the following manufacturing skills:

- Extraction
- Weighing
- Measuring
- Filling cones
- Freezing
- Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis,

the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Production associates will be trained by the operations manager. This position may be full-, or part-time.

## 2.2. Employee Training and Selection

2.2.1. Our production facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 2.2.1.1. Cannabis Science
- 2.2.1.2. Horticultural & Organic Cultivation
- 2.2.1.3. Methods of Extraction
- 2.2.1.4. Methods of Ingestion
- 2.2.1.5. Cooking with Cannabis
- 2.2.1.6. Medical marijuana use
- 2.2.1.7. Massachusetts Cannabis Law

2.2.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 2.2.2.1. Production management
- 2.2.2.2. Wholesale Sales
- 2.2.2.3. Production and manufacturing
- 2.2.2.4. Packaging labeling and inventory
- 2.2.2.5. Sanitation and maintenance of the facility
- 2.2.2.6. Security of the facility and deliveries
- 2.2.2.7. Back-office business and management roles such as, account management, administration, etc.

## 3. Employment Policies

### 3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.

- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
  - 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
  - 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
  - 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
  - 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.
  - 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
  - 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.
- 3.2. **Equal Employment Opportunity & American with Disabilities Act.**
- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and

termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.

- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

### **3.3. Diversity Plan**

It is the policy of this company to foster equal opportunity for all employees and to promote principles of diversity management that will enhance the level of effectiveness and efficiency of its business operations. The concept of diversity management is a strategic business objective that seeks to increase organizational capacity in a workplace where the contributions of all employees are recognized and valued. Our company's goal is to build a high-performing, diverse workforce based on mutual acceptance and trust. It is also our company's policy to select the best qualified applicant for the job, regardless of race, national origin, gender, age, disability, religion, sexual orientation, or any other non-merit factor.

### **3.4. Confidentiality.**

- 3.4.1. In the course of employment with the Company, employees may have access to "Confidential Information" regarding the Company, which may include its business strategy, future plans, financial information, contracts, suppliers, customers, personnel information or other information that the Company considers proprietary and confidential. Maintaining the confidentiality of this information is vital to the Company's competitive position in the industry and, ultimately, to its ability to achieve financial success and stability. Employees must protect this information by safeguarding it when in use, using it only for the business of the Company and disclosing it only when authorized to do so and to those who have a legitimate business need to know about it. This duty of confidentiality applies whether the employee is on or off the Company's premises, and during and even after the end of the employee's employment with the Company. This duty of confidentiality also applies to communications transmitted by the Company's electronic communications. See Internet, Email and Computer Use policy, below.

- 3.4.2. As a condition of employment with the Company, all employees must sign a Non-Disclosure Agreement.

### **3.5. Employment of Relatives**

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

### **3.6. Introductory Period**

- 3.6.1. The first 30 days of employment are considered an introductory period for all newly hired employees. During this time, you will learn your new responsibilities, get acquainted with fellow employees, and determine whether you are happy with the position. Also, during this time, your manager will monitor your performance. Upon completion of the introductory period, your manager will review your performance. If the Company finds your performance satisfactory and decides to continue your employment, you will be advised of any improvements expected. This is also an opportunity for you to make suggestions to improve the Company's efficiency and operations. Completion of the introductory period does not entitle you to remain employed by the Company for any definite period of time, but instead allows both you and the Company to evaluate whether or not you are right for the position. Your status as an at-will employee does not change. The employment relationship may be terminated with or without cause and with or without advance notice, at any time by you or the Company.

### **3.7. Personnel Records and Employee References**

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However,

the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.

- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if asked. Compensation information may also be verified if written authorization is provided by the employee.

### **3.8. Privacy**

- 3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.
- 3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

### **3.9. Immigration Law Compliance**

- 3.9.1. In compliance with the Immigration Reform and Control Act of 1986, each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 on day of hire and present documentation establishing identity and employment eligibility within three business days of date of hire. Former employees who are rehired must also complete an 1-9 form if they have not completed an 1-9 form with the Company within the past three years, or if their previous 1-9 form is no longer retained or valid. You may raise questions or complaints about immigration law compliance without fear of reprisal.

### **3.10. Religious Accommodation**

- 3.10.1. The Company will make reasonable accommodations for employees' observance of religious holidays and practices unless the accommodation would cause an undue hardship on the Company's operations. If you desire a religious accommodation, you are required to make the request in writing to your manager as far in advance as possible. You are expected to strive to find co-workers who

can assist in the accommodation (e.g., trade shifts) and cooperate with the Company in seeking and evaluating alternatives.

### **3.11. Political Neutrality**

- 3.11.1. Maintenance of individual freedom and our political institutions necessitates broad scale participation by citizens concerning the selection, nomination and election of our public office holders. The Company will not discriminate against any employee because of identification with and support of any lawful political activity. Company employees are entitled to their own personal political position. The Company will not discriminate against employees based on their lawful political activity engaged in outside of work. If you are engaging in political activity, however, you should always make it clear that your actions and opinions are your own and not necessarily those of the Company, and that you are not representing the Company.

## **4. Hours of Work and Payroll Practices**

### **4.1. Pay Periods and Paydays**

- 4.1.1. Employees are paid on a weekly basis. All employees will be paid on Friday of each week. All employees are paid by check on the above-mentioned payday. If the regular payday falls on a weekend or Company holiday, employees will be paid on the last business day before the holiday and/or weekend.

### **4.2. Overtime**

- 4.2.1. non-exempt employees will be paid in accordance with Federal and Massachusetts state law. All overtime work by non-exempt employees must be authorized in advance by their manager. Only hours actually worked will be used to calculate overtime pay.

### **4.3. Rest and Meal Periods**

- 4.3.1. All rest and meal periods will be in accordance with Massachusetts state law. To the extent Massachusetts state law does not require rest and meal breaks, non-exempt employees will be provided a 10-minute rest break for every four hour period of work. This time is counted and paid as time worked. Non-exempt employees scheduled to work more than a five hour period will be provided a 30-minute unpaid meal period.

### **4.4. Time Cards**

- 4.4.1. Non-exempt employees are required to keep an accurate and complete record of their attendance and hours worked. Time cards are official business records and may not be altered without the employee's supervisor's approval and may not be falsified in any way.

### **4.5. Payroll Deductions**

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each

calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

#### **4.6. Wage Garnishment**

- 4.6.1. A garnishment is a court order requiring an employer to remit part of an employee's wages to a third party to satisfy a just debt. Once the Company receives the legal papers ordering a garnishment, we are required by law to continue making deductions from your check until we have withheld the full amount or until we receive legal papers from the court to stop the garnishment. Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

## **5. Standards of Conduct and Employee Performance**

### **5.1. Anti-Harassment and Discrimination**

- 5.1.1. The Company is committed to providing a work environment free of sexual or any form of unlawful harassment or discrimination. Harassment or unlawful discrimination against individuals on the basis of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by local, state or federal laws is illegal and prohibited by Company policy. Such conduct by or towards any employee, contract worker, customer, vendor or anyone else who does business with the Company will not be tolerated. Any employee or contract worker who violates this policy will be subject to disciplinary action, up to and including termination of his or her employment or engagement. To the extent a customer, vendor or other person with whom the Company does business engages in unlawful harassment or discrimination, the Company will take appropriate corrective action.

### **5.2. Prohibited Conduct**

- 5.2.1. Prohibited harassment or discrimination includes any verbal, physical or visual conduct based on sex, race, age, national origin, disability or any other legally protected basis if:
- 5.2.1.1. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment or engagement.
  - 5.2.1.2. submission to or rejection of such conduct by an individual is used as a basis for decisions concerning that individual's employment or engagement; or it creates a hostile or offensive work environment.
- 5.2.2. Prohibited harassment includes unwelcome sexual advances, requests for sexual favors and lewd, vulgar or obscene remarks, jokes, posters or cartoons, and any unwelcome touching, pinching or other physical contact. Other forms of unlawful harassment or discrimination may include racial epithets, slurs and derogatory remarks, stereotypes, jokes, posters or cartoons based on race, national origin, age, disability, marital status or other legally protected categories.
- 5.2.3. Prohibited harassment might also be transmitted using the Company's electronic communications system, or through other on-line conduct.

### **5.3. Complaint Procedure**

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.
- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

### **5.4. Attendance**

- 5.4.1. Punctuality and regular attendance are essential to the successful operation of the Company's business. If an employee is unable to report to work (or to report to work on time) for any reason, the employee must notify his or her supervisor before his or her starting time. If an employee desires to leave work for any reason during the workday, the employee must obtain the approval of his or her supervisor prior to leaving. In the event that the employee fails to call his or her supervisor or report for work for 3 consecutive
- 5.4.2. workdays, the employee will be deemed to have voluntarily resigned from his or her employment with the Company and will be removed from the payroll. Excessive absenteeism or tardiness may subject the employee to disciplinary action, up to and including termination.

### **5.5. Discipline and Standards of Conduct**

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
  - 5.5.2.1. Dishonesty;
  - 5.5.2.2. Any agent found to have diverted 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 jay be subject to immediate dismissal.
  - 5.5.2.3. Falsification of Company records;

- 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
- 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
- 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
- 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
- 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
- 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
- 5.5.2.11. Sexual or other illegal harassment or discrimination;
- 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
- 5.5.2.13. Violation of any Company policy.

## 5.6. **Dress Code**

- 5.6.1. What we wear to work is a reflection of the pride we have in our Company, in what we do, and in ourselves. Although dress code requirements will vary according to job responsibilities, we ask that your appearance at all times show discretion, good taste, and not present a hazard in the performance of your job.
- 5.6.2. Approval or disapproval of what constitutes appropriate dress is at the discretion of the duty manager.

## 5.7. **Safety**

- 5.7.1. The Company is committed to providing a safe workplace. Accordingly, the Company emphasizes "safety first." It is the employee's responsibility to take steps to promote safety in the workplace and work in a safe manner. By remaining safety conscious, employees can protect themselves and their coworkers.
- 5.7.2. Employees are expected to promptly report all unsafe working conditions, accidents and injuries, regardless of how minor so that any potential hazards can be corrected.

## 5.8. **Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace. Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

amounts. It also includes any substance a person holds out to another as an illegal drug.

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

5.8.5. Any employee who feels he or she has developed an addiction to, dependence upon, or problem with alcohol or drugs, legal or illegal, is strongly encouraged to seek assistance before a violation of this policy occurs. Any employee who requests time off to participate in a rehabilitation program will be reasonably accommodated. However, employees may not avoid disciplinary action, up to and including termination, by entering a rehabilitation program after a violation of this policy is suspected or discovered. When, in the Company's sole and absolute discretion, the Company determines it is appropriate, an employee may be offered the option of participating in and satisfactorily completing a Company-approved drug and/or alcohol rehabilitation program in lieu of termination.

## **5.9. Workplace Searches**

5.9.1. To protect Company property, prevent diversion, and to ensure the safety of all employees, the Company reserves the right to inspect and search any employee's office, desk, drawers, cabinets, files, locker, equipment, including computers, e-mail and voicemail, Company vehicles, and any area on Company premises. In this regard, it should be noted that all offices, desks, file drawers, cabinets, lockers, and other Company equipment and facilities are the property of the Company, and are intended for business use.

5.9.2. Employees should have no expectation of privacy with respect to items brought onto Company property and/or stored in Company facilities. Inspection may be conducted at any time, without notice, at the discretion of the Company.

5.9.3. In addition, when the Company deems appropriate, employees may be required to submit to searches of their personal vehicles, parcels, purses, handbags, backpacks, briefcases, lunch boxes or any other possessions or articles brought on to the Company's property.

5.9.4. Persons entering the premises who refuse to cooperate in an inspection conducted pursuant to this policy may not be permitted to enter the premises. All employees must cooperate in an inspection; failure to do so is insubordination and will result in disciplinary action, up to and including termination.

## **5.10. Social Media Policy**

5.10.1. High Five. is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section.

5.10.2. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

5.10.3. Employees are expected to conduct themselves in a professional manner, to respect the views and opinions of others, and to demonstrate respect for the company, its ownership, clients, guests, vendors, employees and competitors.

5.10.4. The Company and its employees are committed to conducting ourselves in accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and

to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

- 5.10.5. The use of social media channels on company time for personal purposes is not allowed.
- 5.10.6. Any social media contacts, including "followers" or "friends," that are acquired through accounts (including but not limited to email addresses, blogs, Twitter, Facebook, YouTube, LinkedIn, or other social media networks) created on behalf of the Company will be the property of the Company.
- 5.10.7. Employees must not disclose private or confidential information about the Company, its employees, clients, suppliers or customers on social networks. Employees must respect trademarks, copyrights, intellectual property and proprietary information. No third-party content should be published without prior permission from the owner.
- 5.10.8. The Company maintains the right to monitor company-related employee activity in social networks. Violation of policy guidelines is grounds for discipline, up to and including termination.

#### **5.11. Cell Phone Policy**

- 5.11.1. The use of personal cell phones at work is discouraged because it can interfere with work and be disruptive to others. Therefore, employees who bring personal cell phones to work are required to keep the ringer shut off or placed on vibrate mode when they are in the facility, and to keep cell phone use confined to breaks and meal periods. Conversations should be had away from areas where other employees are working. When cell phone use interferes with the satisfactory performance of an employee's duties or disturbs others, the privilege of using a personal cell phone at work may be taken away and other disciplinary action, up to and including termination, may be imposed.
- 5.11.2. The Company may provide cell phone allowances to employees in certain positions in an effort to improve efficiency and effectiveness. When cell phones are used for Company business, employees must comply with all Company policies governing conduct, including our policies prohibiting discrimination, harassment, and violence in the workplace. When using the cell phone in a public place, please remember to maintain the confidentiality of any private or confidential business information. As a courtesy to others, please shut cell phones off or place on vibrate mode during meetings.

## **6. Employee Benefits and Services**

### **6.1. General**

- 6.1.1. Aside from those benefits required by state and federal regulations, High Five. also offers additional benefits for its full-time employees.
- 6.1.2. From time to time, benefits may be added or deleted from the benefits package.
- 6.1.3. The Company reserves the right to make such changes. This Handbook does not contain the complete terms and/or conditions of any of the Company's current benefit plans. It is intended only to provide general explanations.
- 6.1.4. For information regarding employee benefits and services, employees should contact Human Resources.

### **6.2. COBRA**

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health

insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

### **6.3. Worker's Compensation**

- 6.3.1. All states have Workers' Compensation laws whose purpose is to promote the general welfare of people by providing compensation for accidental injuries or death suffered in the course of employment. These laws are designed to provide protection to workers suffering occupational disabilities through accidents arising out of, and in the course of employment.
- 6.3.2. High Five. carries Workers' Compensation Insurance for all employees and pays the entire cost of the insurance program.
- 6.3.3. An employee who suffers an injury or illness in connection with the job is usually eligible to receive payment through the insurance company for lost wages.
- 6.3.4. In addition to disability payments, necessary hospital, medical and surgical expenses are covered under Workers' Compensation, with payments being made directly to the hospital or physician.
- 6.3.5. Workers' Compensation benefits to injured workers also includes assistance to help qualified injured employees return to suitable employment.

### **6.4. Social Security Benefits (FICA)**

- 6.4.1. During your employment, you and the Company both contribute funds to the Federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

### **6.5. Unemployment Insurance**

- 6.5.1. The company pays a state and federal tax to provide employees with unemployment insurance coverage in the event they become unemployed through no fault of their own or due to circumstances described by law. This insurance is administered by applicable state agencies, who determine eligibility for benefits, the amount of benefits (if any), and duration of benefits.

## **7. Employee Leaves of Absence and Time Off**

### **7.1. General**

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence. Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for

unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

- 7.1.2. All requests for a leave of absence will be considered in light of their effect on the Company and its work requirements, as determined by the Company management, which reserves the right to approve or deny such requests in its sole discretion, unless otherwise required by law. For disability-related leave requests, the Company will engage in an interactive process with the employee to determine if a leave is the most appropriate accommodation.
- 7.1.3. The employee must provide a certification from his or her health care provider to the Company to support a leave for medical reasons. Failure to provide the required certification to the Company in a timely manner will result in delay or denial of leave.
- 7.1.4. If an employee requires an extension of leave, the employee must request such extension and have it approved before the expiration of the currently approved leave.
- 7.1.5. While the Company will make a reasonable effort to return the employee to his or her former position or a comparable position following an approved leave of absence, there is no guarantee that the employee will be reinstated to his or her position, or any position, except as required by law.

## **7.2. Sick Days**

- 7.2.1. Eligible employees are entitled to paid sick days in accordance with Massachusetts law.

## **7.3. Pregnancy-Disability Leave**

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their former position or a comparable job, as required by law.
- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

#### **7.4. Workers' Compensation Leave**

- 7.4.1. Any employee who is unable to work due to a work related injury or illness and who is eligible for Workers' Compensation benefits will be provided an unpaid leave for the period required. The first 12 weeks will be treated concurrently as a family and medical leave under the federal Family Medical Leave Act ("FMLA") for eligible employees.

#### **7.5. Voting Time**

- 7.5.1. Employees who are registered voters and who lack sufficient time outside of work to vote in any local, state, and national election may take up to two hours off work with pay at the beginning or end of the day for this purpose. Employees should provide at least two working days' notice when time off is required.

### IMPORTANT NOTE

The cultivation of cannabis products is our reason for existence. We have been licensed by the state and local authorities to provide and sell inspected, quality cannabis products for adult use, and, where appropriate, to educate our clientele on any questions they might have about the safe use of these products.

Inevitably, many customers will seek out cannabis for its perceived medical benefits. **We are not doctors, and consequently, cannot give medical advice.** We can offer guidance and share anecdotal stories of what customers have experienced from some of the different strains and delivery methods (tincture, edibles, etc...) that we offer, but **we cannot give assurances that any cannabis product will work to alleviate any particular ailment or symptom.**

As a licensed cultivation establishment we are mandated to follow the state's requirements for tracking sales. Our license only permits wholesale sales to licensed marijuana retail establishments. The state requires that we track and record all sales transactions including customer details. This is also an essential element of our company policy of rigorous compliance with all state and local legislation and by-laws, and a key component of our strategy to combat diversion. All customers must have their details, including their verified state retail marijuana license entered into the database prior to any sale or transfer. These details, together with a record of their purchases, will be recorded and maintained for the benefit of state inspectors.

**NO** customer may enter our production premises without first presenting a valid, recognized, photo ID to the Duty Manager. Valid ID must be shown before entering the facility and at the Point of Sale for data-entry purposes.  
**There are NO EXCEPTIONS, and NO EXCUSES to this rule.**

#### 1. Restricting Access to age 21 and older

- 1.1. All employees and registered agents must be 21 years of age or older.
- 1.2. All visitors must be 21 years of age or older.
- 1.3. In accordance with 935 CMR 500.110 (1) (a) and 935 CMR 500.105 (14), **NO** person may enter our premises without first producing a valid, state or federal, photo ID.
- 1.4. Valid ID must be presented to the Duty Manager prior to entering the facility, and at the Point of Sale for data-entry purposes.
- 1.5. No person under 21 years of age may enter the premises. There are **NO** exceptions to this rule.
- 1.6. Loitering, in accordance with 935 CMR 500.110 (1) (b) is not permitted under any circumstances. Any person suspected of loitering should be politely questioned by a member of staff and, if unable to credibly account for their presence, be asked to leave the vicinity. Should the person refuse, the matter should be elevated to the Operations Manager who may, if necessary, contact local law enforcement for assistance in removing the person from the facility.
- 1.7. All cannabis waste will be rendered unusable and safely disposed of as outlined in **Cannabis Waste Disposal Procedures**, above.
- 1.8. All access to cannabis product will be strictly controlled and monitored as outlined in **Prevention of Diversion**, above.

# 1. Roles, Qualifications, and Training

## 1.1. General

- 1.1.1. All employees shall receive training on job specific duties prior to performing those job functions.
- 1.1.2. All employees shall receive a minimum of eight (8) hours of ongoing training annually.
- 1.1.3. All current owners, managers, and employees shall complete the Responsible Vendor Program after July 1, 2019 or when available.
- 1.1.4. All new employees shall complete the Responsible Vendor Program within 90 days of being hired.
- 1.1.5. Responsible Vendor Program documentation must be retained for four (4) years.

## 1.2. Facility Job Classifications and Requirements:

- 1.2.1. **Operations Manager** - The operations manager is the face of the facility. The manager must interface with staff, law enforcement, inspectors, vendors, and customers. The principal responsibility of the operations manager is to coordinate and facilitate the operations of the facility. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train employees and decide which products to cultivate, process and manufacture, and determine best pricing based on market conditions. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.2. **Duty Manager** - The Duty manager deputizes for the Operations Manager in their absence. The Duty manager must interface with staff, law enforcement, inspectors, vendors, and customers. They must maintain records, have contact with suppliers and the grow site, embrace customer service and understand marketing. They will train and supervise employees. They are responsible for keeping up with all changes in local and state law regarding operation of the facility. The most important job of the store manager is to ensure the security and integrity of our inventory.
- 1.2.3. **Wholesale Sales Agent** - The store has a need for retail professionals who can communicate articulately and passionately with customers about a wide range of cannabis products. Desirable backgrounds include previous marijuana vertical experience, sales, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A sales agent will maintain records in accordance with the Operations Manual, serve customers, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Sales agents will be trained by the operations manager. This position may be full-, or part-time.
- 1.2.4. **Cultivation Associate** - Our facility has an ongoing need for cultivation associates to cultivate, process and manufacture our range of cannabis plants and derivatives.

Cultivation associates will be required to possess or undergo training in the following cultivation and processing skills:

Plant care and management

Extraction  
Weighing  
Measuring  
Freezing  
Drying

As with all employees, their duties include ensuring the integrity of the facility's security systems and protecting the facility and its customers from outside criminal disturbance. Desired backgrounds include previous marijuana vertical experience, pharmacy, education, and customer service. Knowledge of cannabis, the varieties of cannabis, and their effects is highly relevant. They must be keenly aware of the difference of Indica, Sativa and their hybrids. A production associate will maintain records in accordance with the Operations Manual, fulfill production routines, offering advice and recommendations, be mindful and vigilant in terms of security, and diversion. Cultivation associates will be trained by the operations manager. This position may be full-, or part-time.

### **1.3. Employee Training and Selection**

1.3.1. Our cultivation facility is looking for motivated, friendly, articulate and compassionate people to help create our products and provide our customers and consumers with the finest cannabis products available. We look for people with the above attributes and certain preferred core skills. We are willing to train others in order to ensure workforce diversity. Some of the desirable backgrounds we are looking for include sales, pharmacy, and those with previous experience in the cultivation, processing, and sale of cannabis products through various networks. Previous work experience in a medical or production marijuana facility is highly desirable. We generally train all employees in the following subjects, but tailor each course according to their role within our organization.

- 1.3.1.1. Cannabis Science
- 1.3.1.2. Horticultural & Organic Cultivation
- 1.3.1.3. Methods of Extraction
- 1.3.1.4. Methods of Ingestion
- 1.3.1.5. Cooking with Cannabis
- 1.3.1.6. Medical marijuana use
- 1.3.1.7. Massachusetts Cannabis Law

1.3.2. Our company is looking for all types of help for our wholesale manufacturing operation, both operational, and administrative. Typical responsibilities include:

- 1.3.2.1. Production management
- 1.3.2.2. Wholesale Sales
- 1.3.2.3. Production and cultivation
- 1.3.2.4. Packaging labeling and inventory
- 1.3.2.5. Sanitation and maintenance of the facility
- 1.3.2.6. Security of the facility and deliveries
- 1.3.2.7. Back-office business and management roles such as, account management, administration, etc.

## 1.1. Quality Control and Testing

### 1.1.1. Incoming marijuana inventory

- 1.1.1.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.1.2. We must ensure that only the leaves and flowers of the female marijuana plant are processed accordingly in a safe and sanitary manner as prescribed below:
  - Well cured and generally free of seeds and stems;
  - Free of dirt, . Sand, debris, and other foreign matter;
  - Free of contamination by mold, rot, other fungus, and bacterial diseases;
  - Prepared and handled on food-grade stainless steel tables; and
  - Packaged in a secure area.
- 1.1.1.3. All of the raw cannabis materials used in our products are tested by our cultivation suppliers. The initial quality control and testing of these raw cannabis materials is the responsibility of these suppliers. That being said, there are certain steps that we can take to ensure that the products entering our inventory are tested, have achieved the correct quality, and are stored and rotated in a manner that best ensures their continued quality throughout their shelf-life.
  - All products must be thoroughly checked upon arrival at our facility in accordance with **Transportation of Marijuana and Inventory Control and Reconciliation** protocols above.
  - Should the accompanying test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
  - Together, the Operations Manager, the testing laboratory, and the original producer will determine whether the product is suitable for remediation or whether the entire batch must be destroyed in accordance with 935 CMR 500.105 (12).
  - Each of the three parties should submit a report on the incident to the Commission.
  - The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
  - Once the products enter our inventory it is the Operations Manager's responsibility to ensure that:
    - 1.1.1.3.○.1. Stock is efficiently rotated to ensure that older product is used before newer product.

- 1.1.1.3.○.2. All stock is appropriately stored to prevent spoiling and damage to the product.

### **1.1.2. Outgoing marijuana inventory**

- 1.1.2.1. In accordance with 935 CMR 500.160 (9), no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an independent, state-licensed, testing laboratory and deemed to comply with the standards required under 935 CMR 500.160
- 1.1.2.2. All of our products are sold pre-packaged and tested by a state-licensed, marijuana test laboratory. The final quality control and testing of our products is the responsibility of both the test laboratory and CCE CAT, LLC. There are certain steps that we must take to ensure that the products leaving our inventory for delivery to licensed retail establishments are tested, have achieved the correct quality, and are stored and rotated in a manner the best ensures their continued quality throughout their shelf-life.
- 1.1.2.3. All products must be thoroughly checked prior to shipment from our facility in accordance with **Transportation of marijuana and Inventory Control and Reconciliation** protocols above.
- 1.1.2.4. No production batch may be cleared for shipment before a sample has been submitted to the testing lab for analysis and the relevant test report has been received by us and entered into the database.
- 1.1.2.5. Should the test report indicate contaminant levels in excess of those accepted by DPH protocols identified in 935 CMR 500. 160 (1), the Operations Manager will immediately notify senior management who will notify the commission within 72 hours.
- 1.1.2.6. Together, the Operations Manager, the testing laboratory, and the original cultivator will determine whether the product is suitable for remediation or whether the entire production batch must be destroyed in accordance with 935 CMR 500.105 (12).
- 1.1.2.7. Each of the three parties should submit a report on the incident to the Commission.
- 1.1.2.8. The Operations Manager should check each item and identify any that are outdated, damaged, mislabeled, contaminated or compromised. Any such products should be set aside for disposal.
- 1.1.2.9. Whilst our products remain in our inventory it is the Operations Manager's responsibility to ensure that:
  - Stock is efficiently rotated to ensure that older product is sold before newer product.
  - All stock is appropriately stored to prevent spoiling and damage to the product.

### **1.1.3. Hygiene**

- 1.1.3.1. All agents whose job includes contact with marijuana is subject to the requirements for food handlers specified.
- 1.1.3.2. Any agent working in direct contact with marijuana shall conform to sanitary practices while on duty, including:
  - Maintaining adequate personal cleanliness; and

- Washing hands appropriately.
- 1.1.3.3. Hand-washing facilities shall be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- 1.1.3.4. There shall be sufficient space for placement of equipment and storage of materials as is necessary for the maintenance of sanitary operations.
- 1.1.3.5. Litter and waste shall be properly removed so as to minimize the development of odor and the potential for the waste attracting and harboring pests.
- 1.1.3.6. Floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- 1.1.3.7. All contact surfaces shall be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- 1.1.3.8. All toxic items shall be identified, held, and stored in a manner that protects against contamination of marijuana.
- 1.1.3.9. Water supply shall be sufficient for necessary operations.
- 1.1.3.10. Plumbing shall be of adequate size and design and maintained to carry sufficient quantities of water to required locations throughout the establishment.
- 1.1.3.11. The establishment shall provide its employees with adequate, readily accessible toilet facilities.
- 1.1.3.12. Storage and transportation of finished products shall be under conditions that will protect them against physical, chemical, and microbial contamination.

## **1.1. Record keeping procedures**

1.1.1. Pursuant to 935 CMR 500.000, company records will be available for inspection by the Commission, upon request. We will maintain the following written records that are required and subject to inspection, as well as any additional documentation that it may be directed to record by the Commission:

1.1.1.1. Written Operating Procedures as required by 935 CMR 500.105 (1) The Operations Manager has copies of the company operating procedures.

1.1.1.1.1. It is the responsibility of all employees to carefully read, understand and follow these operating procedures.

1.1.1.1.2. All employees are responsible for ensuring that these operating procedures are followed.

1.1.1.1.3. Any deviation from standard operating procedures must be authorized by the Operations Manager or your immediate supervisor.

1.1.1.1.4. These operating procedures will be revised from time-to-time and minor adjustments will likely be made. All revisions will be carefully noted and the operating procedures manual updated.

1.1.1.1.5. Any material changes will be communicated to the Commission

1.1.1.1.6. Inventory records as required by 935 CMR 500.105(8);

### **1.1.2. Inventory records include:**

Shipping and delivery manifests

Delivery and shipping video recordings

Daily production stock withdrawal and return reports

Weekly inventory reports

Product return reports

1.1.2.1. Shipping manifests - All deliveries and shipments will be accompanied by a shipping manifest. Once this document has been used to verify the delivery or shipment it must be scanned for digital storage and the original placed in the appropriate ringbinder and stored in the records cabinet.

1.1.2.2. Delivery and shipment packing and unpacking video recordings - All deliveries and shipments will be recorded using a video recording device. These recordings will be transferred to digital storage medium, clearly labelled with the date and manifest number(s) and stored in the records cabinet. Any and all variances from the manifest must be reported in accordance with standard operating procedures.

1.1.2.3. Daily production stock withdrawal and return reports - Each day, items will be removed from the main storage vault and placed in the production area for use. These items will be carefully recorded at the time of withdrawal. Unused production stock will be recorded on the same sheet when returned to the storage vault at the end of daily operations.

1.1.2.3.1. If, during the course of the day, additional items must be withdrawn from the storage vault, they too will be added to the withdrawal report and accounted for upon the return of production stock to the storage vault.

- 1.1.2.3.2. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.4. Weekly inventory reports - Each week, the Operations Manager, together with another licensed employee will conduct an inventory of all goods in the storage vault. Any and all variances must be reported in accordance with standard operating procedures. All inventory records are to be digitized and a hard copy kept in the records cabinet.
- 1.1.2.5. Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). The company uses a proprietary Seed-to-sale tracking software that allows cultivators, manufacturers, retailers, the Commission and others to quickly and easily track marijuana and marijuana products from propagation to sale.
- 1.1.2.6. Our manufacturing establishment receives raw marijuana, and marijuana products in a variety of forms for use in our range of products .
- 1.1.2.7. Once goods are delivered and manifests verified, all marijuana products must be entered into the Seed-to-sale tracking software in order to maintain an unbroken chain of custody.
- 1.1.2.8. All goods pertaining to a specific manifest will be entered into the system as a batch. Where applicable, a report pertaining to these items will be generated on the seed-to-sale software, printed out, and securely attached to the manifest.

**1.1.3. Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent 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:
  - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.3.3.3. 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;
  - 1.1.3.3.4. documentation of periodic performance evaluations;
  - 1.1.3.3.5. a record of any disciplinary action taken.
  - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.3.3.7. records of any health and safety related incidents

#### **1.1.4. Personnel policies and procedures**

- 1.1.4.1. All personnel policies and procedures are clearly outlined in the employee handbook, a copy of which is available to all employees.
- 1.1.4.2. Certain specialized procedures are contained in the security plan.
- 1.1.4.3. All new employees will be required to read the employee handbook and security plan, undergo basic security training and sign a document acknowledging receipt of each and all of these elements. This acknowledgement will be stored with their individual personnel record.
- 1.1.4.4. All personnel files are to be stored in the records cabinet
- 1.1.4.5. All employees will be subject to a state-mandated background check. Background check reports obtained in accordance with 935 CMR 500.030 will be digitized and a hard copy placed into the individual personnel records
- 1.1.4.6. All records of waste disposal must be maintained pursuant to 935 CMR 500.105(12).
- 1.1.4.7. In the course of normal operations quantities of marijuana waste may be generated from normal processing operations, packaging errors, or customer returns. All marijuana waste must be disposed of in accordance with 935 CMR 500.105 (12).
- 1.1.4.8. All cannabis waste must be handled in accordance with the **Cannabis Waste Disposal Procedures** above.
- 1.1.4.9. The items disposed of and recorded in the inventory reconciliation report must also be entered in the seed-to-sale tracking software to ensure the completion of an unbroken chain of custody.
- 1.1.4.10. At least two licensed marijuana agents must witness and document this process.
- 1.1.4.11. Such documentation shall be retained for a minimum of three years or longer if so directed by the Commission.

#### **1.1.5. Security Device Log**

- 1.1.5.1. The issue and return of all security devices such as swipe cards, keys, codes and combinations must be noted in the security device log.
  - 1.1.5.2. Employees acknowledge the receipt or return of such devices by signing this log.
  - 1.1.5.3. Recording the issue and return of all security devices is the responsibility of the Operations Manager or senior management as required in the security plan.
  - 1.1.5.4. The issue of security devices may only be authorized by the Operations Manager or senior management as required in the security plan.
  - 1.1.5.5. The issue of codes and combinations is acknowledged by signing the relevant entry in the security device log. On NO account may the actual code or combination be noted or written down, either in the security device log or elsewhere. See the security plan for additional details.
- 1.1.6. Following closure of a Marijuana Establishment, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

# Diversity Plan

## Introduction

To the extent permissible by law it is the policy of this company to promote equity among the following demographic groups:

1. Minorities;
2. Women;
3. Veterans;
4. People with disabilities; and
5. People who identify as LGBTQ+
6. The above Group is considered the Primary Target Group (PTG)

The execution of this plan will be documented and reviewed annually. The outcome of this review will be provided by our company to the Commission prior to the annual renewal of our license.

Any action taken, or programs instituted, by our company for the execution of this plan will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.

This plan 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.

## Goals

Our company has established the diversity goal of employing at least 50% of the PTG in retail and management positions to help them achieve their goal of entering the adult-use marijuana industry.

## Programs

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually in job recruitment sites such as Indeed.com (using language such as "women, LGBTQ, and veterans encouraged to apply"), and online newspaper Masslive.com (which can focus ads at Veteran/Women/LGBTQ specific content), social media site Facebook.com (focusing on posting to groups that reflect a high percentage veterans @FBMilVetCommunity, and LGBTQ (<https://www.facebook.com/groups/LGBTQPOC>) and women (<https://www.facebook.com/groups/927541097715372>) with the objective of recruiting women, LGBTQ+ and veterans;
2. Distribute internal workplace information notices, annually, aimed at encouraging current employees to recommend PTGs for employment;

- 3 Participate in job and recruitment fairs- no less than annually when employees are needed- that specifically target the PTG
- 4 PTG will be offered opportunities to shadow their immediate supervisor to help achieve a transfer of the skills, knowledge, and responsibilities that this role demands.

## **Measurement**

Ideally, a cross-section of the individuals that are employed by our company should reflect the demographic make-up of the community that we serve. To that end we intend to focus our efforts on the following metrics:

1. Have five employment positions been created since initial licensure?
2. Have we advertised available positions in diverse media with the objective of more effectively reaching PTG?
3. Have we attended at least one job and recruitment fair that specifically targets PTG?
4. Have PTG been hired and retained for at least 50% of the available positions?
  - 30% Women
  - 20% Veteran
  - 10% LGBTQ
5. Have PTG been offered opportunities to engage in shadow training?
6. How many PTG have chosen to engage in shadow training?