Massachusetts Cannabis Control Commission

Marijuana Microbusiness

General Information:

License Number: MB281535

Original Issued Date: 08/16/2021

Issued Date: 08/16/2021

Expiration Date: 08/16/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: FOURTWENTY INDUSTRIES CO.

Phone Number: 617-596-7952 **Email Address:** lewisamutty@gmail.com

Business Address 1: 3 Foundry Industrial Park **Business Address 2:** a/k/a 49.1 Marshall Road

Business City: Lowell **Business State:** MA **Business Zip Code:** 01852

Mailing Address 1: 25 Eastland Terrace **Mailing Address 2:**

Mailing City: Haverhill **Mailing State:** MA **Mailing Zip Code:** 01830

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: 2.2 **Percentage Of Control:** 2.2

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

First Name: Richard **Last Name:** Cahoon **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: 0.52 **Percentage Of Control:** 0.52

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

First Name: Brian **Last Name:** Hayes **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: 5.18 **Percentage Of Control:** 5.18

Role: Executive / Officer **Other Role:**

First Name: Brian **Last Name:** Barrett **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 4

Percentage Of Ownership: 43.11 **Percentage Of Control:** 43.11

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

First Name: Lewis **Last Name:** Mutty **Suffix:** Jr.

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 5

Percentage Of Ownership: 1.5 **Percentage Of Control:**

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

First Name: Barney **Last Name:** Frank **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 6

Percentage Of Ownership: 23.75 **Percentage Of Control:** 23.75

Role: Executive / Officer **Other Role:**

First Name: Alfred **Last Name:** Marrapodi **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 7

Percentage Of Ownership: 23.75 **Percentage Of Control:** 23.75

Role: Executive / Officer **Other Role:**

First Name: Shane **Last Name:** Hutto **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

Individual Contributing Capital 1

First Name: Brian **Last Name:** Barrett **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $200000 **Percentage of Initial Capital:** 5.18

Capital Attestation: Yes

Individual Contributing Capital 2

First Name: Barney **Last Name:** Frank **Suffix:**

Types of Capital: Monetary/Equity **Other Type of Capital:** **Total Value of the Capital Provided:** $100000 **Percentage of Initial Capital:** 1.5

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Cultivation Environment: Indoor **Establishment Activities:** Both Cultivating and Manufacturing

Establishment Address 1: 3 Foundry Industrial Park

Establishment Address 2: a/k/a 49.1 Marshall Road

Establishment City: Lowell **Establishment Zip Code:** 01852

Approximate square footage of the Establishment: 12000 **How many abutters does this property have?:** 30

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	CHA_AgreementCertForm.pdf	pdf	5c521118eadf341230f64a98	01/30/2019
Community Outreach Meeting Documentation	Community Outreach Meeting_Attestation_Form.pdf	pdf	5c521229eadf341230f64aa4	01/30/2019

Community Outreach Meeting Documentation	Community Outreach Meeting_Attestation_Form_Attachment_A.jpg	jpeg	5c52122fd7a931124ee003a3	01/30/2019
Community Outreach Meeting Documentation	Community Outreach Meeting_Attestation_Form_Attachment_B.jpg	jpeg	5c52123a3183181258e1810c	01/30/2019
Community Outreach Meeting Documentation	Community Outreach Meeting_Attestation_Form_Attachment_B2.pdf	pdf	5c5212431e71bd1262328628	01/30/2019
Community Outreach Meeting Documentation	Community Outreach Meeting_Attestation_Form_Attachment_C.jpg	jpeg	5c52124beadf341230f64aa8	01/30/2019
Community Outreach Meeting Documentation	Community Outreach Meeting_Attestation_Form_Attachment_C2.jpg	jpeg	5c521257635d511b3474cda8	01/30/2019
Plan to Remain Compliant with Local Zoning	FourTwentyIndCo_Local Zoning Compliance Plan.pdf	pdf	5c5213e1b411c1126ceffd4a	01/30/2019
Certification of Host Community Agreement	FOURTWENTY IND CO.-OwnershipExp_9_23_19.pdf	pdf	5d88eab418dd08088bb4dde3	09/23/2019

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	Fourtwenty Ind Co-Positive Impact Plan.pdf	pdf	5dcc71c68bdcfd57ae52574d	11/13/2019
Plan for Positive Impact	Fourtwenty Ind Co-Positive Impact Plan-Supporting Letters.pdf	pdf	5dcc71c89c1081532b9a4f63	11/13/2019

ADDITIONAL INFORMATION NOTIFICATION

Notification: I understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Manager **Other Role:**

First Name: Richard **Last Name:** Cahoon **Suffix:**

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 2

Role: Manager **Other Role:**

First Name: Brian **Last Name:** Hayes **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer **Other Role:**

First Name: Brian **Last Name:** Barrett **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 4

Role: Executive / Officer **Other Role:**

First Name: Lewis **Last Name:** Mutty **Suffix:** Jr.

RMD Association: Not associated with an RMD

Background Question: yes

Individual Background Information 5

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

First Name: Barney **Last Name:** Frank **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 6

Role: Executive / Officer **Other Role:**

First Name: Shane **Last Name:** Hutto **Suffix:**

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 7

Role: Executive / Officer **Other Role:**

First Name: Alfred **Last Name:** Marrapodi **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
Secretary of Commonwealth - Certificate of Good Standing	Sec of State - Good Standing - Four Twenty.pdf	pdf	5c350042a2404e71ee7e670d	01/08/2019
Department of Revenue - Certificate of Good standing	DOR - Good Standing Cert - Four Twenty Industries.pdf	pdf	5c3500446f99f37acbf31496	01/08/2019
Articles of Organization	FourTwentyIndCo-Articles of Organization.pdf	pdf	5c51dafb2724e81b525585e3	01/30/2019
Bylaws	6.19.19 Four Twenty Bylaws + SH Agr final PT 1.pdf	pdf	5d113f8cacc50017edd6451c	06/24/2019
Bylaws	6.19.19 Four Twenty Bylaws + SH Agr final PT 2.pdf	pdf	5d113f9350e7af1803c2137d	06/24/2019
Bylaws	6.19.19 Four Twenty Bylaws + SH Agr final PT 3.pdf	pdf	5d113f9b722cea17c1262b52	06/24/2019
Bylaws	6.19.19 Four Twenty Bylaws + SH Agr	pdf	5d113fa564ca8317f4fcd295	06/24/2019

	final PT 4.pdf			
Bylaws	6.19.19 Four Twenty Bylaws + SH Agr final PT 5.pdf	pdf	5d113fa850e7af1803c21381	06/24/2019
Bylaws	FOURTWENTY IND CO-Business_Name_9_23_19.pdf	pdf	5d8907ed18dd08088bb4de98	09/23/2019
Bylaws	FOURTWENTY IND CO.-OwnershipExp_9_23_19.pdf	pdf	5d8907f7ec06e10340d155ac	09/23/2019

No documents uploaded

Massachusetts Business Identification Number: 001250707

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Liability Insurance - Four Twenty.pdf	pdf	5c3501156f99f37acbf3149a	01/08/2019
Proposed Timeline	FOURTWENTY IND CO-BUSINESS TIMELINE.jpg	jpeg	5d890559b5ac050335a3b657	09/23/2019
Business Plan	FourTwenty_BusinessPlanUpdate_11_19 (1) pt 1.pdf	pdf	5dc5d5ce26aa77532085a491	11/08/2019
Business Plan	FourTwenty_BusinessPlanUpdate_11_19 (1) pt 2.pdf	pdf	5dc5d5d1bcb01253152f4e0a	11/08/2019

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Storage of marijuana	Storage SOP-FourTwenty Industries Co..pdf	pdf	5c51ed572724e81b5255865f	01/30/2019
Maintaining of financial records	FourTwentyIndCo_Financial Records SOP.pdf	pdf	5c51eef48d16491b5c0f5293	01/30/2019
Record Keeping procedures	FourTwenty Industries Co-Record-Keeping SOP.pdf	pdf	5c51ef3d2724e81b52558676	01/30/2019
Transportation of marijuana	Transportation SOP-FourTwenty Industries Co..pdf	pdf	5c51ef4b5fd63c1b24eb241d	01/30/2019
Quality control and testing	Quality Control and Testing SOP-FourTwenty Industries Co..pdf	pdf	5c51ef902724e81b5255867a	01/30/2019
Inventory procedures	Inventory Control Plan-FourTwenty Industries Co..pdf	pdf	5c51f03e8d16491b5c0f529b	01/30/2019
Prevention of diversion	Diversion SOP-FourTwenty Industries Co..pdf	pdf	5c51f048c4b7a71b66d0fc68	01/30/2019
Restricting Access to age 21 and older	FourTwentyIndCo-Preventing Access to 21+.pdf	pdf	5c51f7df3779161b2a8703bf	01/30/2019
Security plan	FourTwentySecurityPlans_Finallow.pdf	pdf	5c5316ffedbb73122a613ccf	01/31/2019

Qualifications and training	FourTwentyIndCo-Qualifications and Training.pdf	pdf	5c531d5b3d84de123a60e59f	01/31/2019
Personnel policies including background checks	FOURTWENTY IND CO-PERSONNEL POLICIES.pdf	pdf	5d8906341373f80879504121	09/23/2019
Types of products	FOURTWENTY IND CO-Types of Products.pdf	pdf	5d8918cf6ec3aa032e40f5c6	09/23/2019
Policies and procedures for cultivating	Fourtwenty Ind Co-SOP_Cultivation_11_19 pt 1.pdf	pdf	5dc44c758bdcfd57ae524605	11/07/2019
Policies and procedures for cultivating	Fourtwenty Ind Co-SOP_Cultivation_11_19 pt 2.pdf	pdf	5dc44c779c1081532b9a3e40	11/07/2019
Policies and procedures for cultivating	Fourtwenty Ind Co-SOP_Cultivation_11_19 pt 3.pdf	pdf	5dc44c7bfd468857b99bad54	11/07/2019
Production methods	Fourtwenty Ind Co.-SOP_Manufacturing_11_19.pdf	pdf	5dc44cc49c1081532b9a3e46	11/07/2019
Sample of unique identifying marks for branding	Fourtwenty Ind Co-Unique Branding Marks pt 2.png	png	5dcc1cbb0f35e05798b36a15	11/13/2019
Sample of unique identifying marks for branding	Fourtwenty Ind Co-Unique Branding Marks pt 3.png	png	5dcc1cbd26aa77532085ae57	11/13/2019
Sample of unique identifying marks for branding	Fourtwenty Ind Co-Unique Branding Marks pt 1.png	png	5dcc1cc3ea4df3530e6440b4	11/13/2019
Diversity plan	Fourtwenty Ind Co-Diversity Plan.pdf	pdf	5dfd4218bb37d053183de435	12/20/2019

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

Notifcation: I Understand

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: I Understand

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

HOURS OF OPERATION

Monday From: Open 24 Hours	**Monday To:**
Tuesday From: Open 24 Hours	**Tuesday To:**
Wednesday From: Open 24 Hours	**Wednesday To:**
Thursday From: Open 24 Hours	**Thursday To:**
Friday From: Open 24 Hours	**Friday To:**
Saturday From: Open 24 Hours	**Saturday To:**
Sunday From: Open 24 Hours	**Sunday To:**

Cannabis Control Commission

COMMONWEALTH OF MASSACHUSETTS

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. 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(1).

Applicant

I, Keith G Laham, (*insert name*) certify as an authorized representative of Four Twenty Industries Co (*insert name of applicant*) that the applicant has executed a host community agreement with City of Lowell (*insert name of host community*) pursuant to G.L.c. 94G § 3(d) on 11/21/2018 (*insert date*).

Keith G Laham

Signature of Authorized Representative of Applicant

Host Community

I, Eileen Donoghue, (*insert name*) certify that I am the contracting authority or have been duly authorized by the contracting authority for City of Lowell (*insert name of host community*) to certify that the applicant and City of Lowell (*insert name of host community*) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 11/21/2018 (*insert date*).

Eileen M Donoghue

Signature of Contracting Authority or
Authorized Representative of Host Community

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

Community Outreach Meeting Attestation Form

The applicant must complete each section of this form and initial each page before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant appear in italics. 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(1).

I, Lewis A Mutty Jr., (*insert name*) attest as an authorized representative of FOUR TWENTY IND. CO. (*insert name of applicant*) that the applicant has complied with the requirements of 935 CMR 500 and the guidance for licensed applicants on community outreach, as detailed below.

1. The Community Outreach Meeting was held on 8/20/2018 (*insert date*).

2. A copy of a notice of the time, place, and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was published in a newspaper of general circulation in the city or town on 8/6/2018 (*insert date*), which was at least seven calendar days prior to the meeting. A copy of the newspaper notice is attached as Attachment A (*please clearly label the newspaper notice in the upper right hand corner as Attachment A and upload it as part of this document).*

3. A copy of the meeting notice was also filed on 8/13/2018 (*insert date*) with the city or town clerk, the planning board, the contracting authority for the municipality, and local licensing authority for the adult use of marijuana, if applicable. A copy of the municipal notice is attached as Attachment B (*please clearly label the municipal notice in the upper right-hand corner as Attachment B and upload it as part of this document*).

4. Notice of the time, place and subject matter of the meeting, including the proposed address of the Marijuana Establishment, was mailed on 8/13/2018 (*insert date*), which was at least seven calendar days prior to the community outreach meeting to abutters of the proposed address of the Marijuana Establishment, and residents within 300 feet of the property line of the petitioner as they appear on the most recent applicable tax list, notwithstanding that the land of any such owner is located in another city or town. A copy of one of the notices sent to abutters and parties of interest as described in this section is attached as Attachment C (*please clearly label the municipal notice in the upper right hand corner as Attachment C and upload it as part of this document; please only include a copy of one notice and please black out the name and the address of the addressee*).

Initials of Attester: LAM

Cannabis Control Commission
COMMONWEALTH OF MASSACHUSETTS

5. Information was presented at the community outreach meeting including:
    a. The type(s) of Marijuana Establishment 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 Marijuana Establishment to prevent diversion to minors;
    d. A plan by the Marijuana Establishment to positively impact the community; and
    e. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.

6. Community members were permitted to ask questions and receive answers from representatives of the Marijuana Establishment.

Initials of Attester: MY

ATTACHMENT A

LEGAL NOTICE
"Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for Monday August 20th at 1pm, at Mill City BBQ & Brew, 1018 Gorham St, Lowell MA, 01852. The proposed Micro Business is anticipated to be located at 3 Foundry St, Lowell MA 01852. There will be an opportunity for the public to ask questions."

August 6, 13, 2018

8/6 + 13
Lowell Sun
$176.32

ATTACHMENT B

IVXX INDUSTRIES CO.

FourTwenty Ind. Co
56 Kimball Rd
Dedham MA, 02026
Andrew Mutty, Co-Owner

DATE: 8/4/2018

Dear Abutting Property Owner,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Monday August 20th at 1pm**, at **Mill City BBQ & Brew, 1018 Gorham St, Lowell MA, 01852.**

The proposed Microbusiness Marijuana Establishment is anticipated to be located at 3 Foundry St, Lowell MA 01852. There will be an opportunity for the public to ask questions.

Please note that this "Marijuana Establishment will engage only in "cultivation," which is defined by the City of Lowell's zoning ordinance to include cultivation and manufacturing of marijuana and marijuana products by a Microbusiness. The proposed Marijuana Establishment is **NOT a RETAIL** location and there will never be any direct to consumer sales from this location. As an abutter, you previously received a similar notice for the Community Outreach Meeting held on June 20, 2018. This notice pertains to a second Community Outreach Meeting for this proposed location and it is being held for two reasons: 1) in order to satisfy the municipal notification provisions of the applicable Cannabis Control Commission regulations, 935 CMR 500.101(9)(b); and 2) to provide an additional opportunity for abutters and other members of the community to attend and ask questions if they were unable to attend the first Community Outreach Meeting held on June 20, 2018. If you attended the previous Community Outreach Meeting you may choose to attend this second Community Outreach Meeting. The presentation at this Community Outreach Meeting will be substantively the same as what was previously presented at the first meeting and there have been no changes to the proposed facility or its proposed operation.

Thank you for your time.

Andrew Mutty,
Co-Owner
Four Twenty Industries Co.
617-596-7952

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Lowell
City Clerck
50 Arcand Drive
Lowell MA 01852

9590 9402 4220 8121 8813 46

2. Article Number *(Transfer from service label)*

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Ken Lavey
C. Date of Delivery 8-13-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City Of Lowell
Planning and Development Office
50 Arcand Drive 2nd Floor
Lowell, MA 01852

9590 9402 4025 8079 8102 42

2. Article Number *(Transfer from service label)*

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Patrick Burns
C. Date of Delivery 8-13-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

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SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

City of Lowell
City Managers office
50 Arcand Dr.
Lowell MA 01852

9590 9402 4220 8121 8813 53

2. Article Number *(Transfer from service label)*

COMPLETE THIS SECTION ON DELIVERY

A. Signature
X [signature] ☐ Agent ☐ Addressee

B. Received by *(Printed Name)* Alex Magee
C. Date of Delivery 8-13-18

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

3. Service Type
☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ Insured Mail
☐ Insured Mail Restricted Delivery (over $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053 Domestic Return Receipt

ATTACHMENT C

IVXX INDUSTRIES CO.

FourTwenty Ind. Co
56 Kimball Rd
Dedham MA, 02026
Andrew Mutty, Co-Owner

DATE: 8/4/2018

Dear Abutting Property Owner,

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for **Monday August 20th at 1pm**, at **Mill City BBQ & Brew, 1018 Gorham St, Lowell MA, 01852.**

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Thank you for your time.

Andrew Mutty,
Co-Owner
Four Twenty Industries Co.
617-596-7952

ATTACHMENT C

SENDER: *COMPLETE THIS SECTION*

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

[redacted]
[redacted]E N
41 FRUIT ST
LOWELL, MA 01852

9590 9402 4025 8079 8142 19

2. Article Number *(Transfer from service label)*

7018 0680 0001 6066 0241

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X John Battie

☐ Agent
☐ Addressee

B. Received by *(Printed Name)* [redacted]

C. Date of Delivery

D. Is delivery address different from item 1? ☐ Yes
If YES, enter delivery address below: ☐ No

LOWELL MA 01854
AUG 17 2018
USPS

3. Service Type

☐ Adult Signature
☐ Adult Signature Restricted Delivery
☐ Certified Mail®
☐ Certified Mail Restricted Delivery
☐ Collect on Delivery
☐ Collect on Delivery Restricted Delivery
☐ [illegible]sured Mail
☐ [illegible]sured Mail Restricted Delivery
([illegible]ver $500)
☐ Priority Mail Express®
☐ Registered Mail™
☐ Registered Mail Restricted Delivery
☐ Return Receipt for Merchandise
☐ Signature Confirmation™
☐ Signature Confirmation Restricted Delivery

PS Form 3811, July 2015 PSN 7530-02-000-9053

Domestic Return Receipt

IVXX INDUSTRIES CO.

Local Zoning Compliance Plan

The City of Lowell's Zoning Ordinance, Article VII, Special Regulations, at Section 7.10, requires marijuana cultivation facilities[1] to go through its site plan review process, which is outlined below.

General Narrative Submitted Pursuant to Lowell Zoning Ordinance §7.10.5

Property Location: 49.1 Marshall Rd, Lowell a/k/a 3 Foundry Industrial Park, Light Industrial Zoning District

Introduction: As outlined more fully below, FourTwenty Industries Co. hereby respectfully requests that the City of Lowell Planning Board grant approval of its site plan to open and operate a marijuana establishment known as a "Microbusiness," which would sell, at wholesale, marijuana ("cannabis") flower and cannabis derived products only to licensed marijuana establishments throughout the Commonwealth of Massachusetts.

By way of background, on November 8, 2016, Massachusetts voters approved ballot question 4 and thereby legalized the use and sale of marijuana to adults at least twenty-one years old. The Massachusetts legislature subsequently amended the law in Chapter 55 of the Acts of 2017, "An Act to Ensure Safe Access to Marijuana" (the "Act") and which required the creation of a new regulatory agency, the Cannabis Control Commission ("CCC"). On March 23, 2018, the CCC finalized its regulations, 935 CMR 500.00, that created different categories of licenses for the sale of marijuana, including a Marijuana Microbusiness. FourTwenty Industries Co. will be completing a Marijuana Microbusiness license application upon satisfying all local ordinances and entering into a Host Community Agreement with the City of Lowell to define the rights, duties, and responsibilities of Four Twenty Industries Co. and which provides up to 3% of the gross revenues to the City to offset community impacts from the siting of the facility in Lowell.

Purpose: FourTwenty Industries Co is looking to open and operate a cannabis establishment in Lowell by following all applicable local ordinances and processes and applying for a microbusiness license from the Massachusetts Cannabis Control Commission. After obtaining all local approvals and state licensure, the business will consist of the cultivation and manufacturing of top quality cannabis products under one state license and one roof. The Lowell Zoning Ordinance defines "cultivation" to include a microbusiness that may include both cultivation and a colocated manufacturing facility. The proposed microbusiness would occupy a currently vacant warehouse space in the rear of the lot at 49.1 Marshall Road, and other than some supplemental security measures, the exterior of the building shall remain unchanged and therefore the neighborhood character will be preserved.

1 Article II of the Lowell Zoning Ordinance defines a "Marijuana Cultivation Facility" to include a "Marijuana Microbusiness."

Property: The Property (49.1 Marshall Rd, Lowell a/k/a 3 Foundry Industrial Park, Light Industrial Zoning District) is in an industrial park off of Boston Road at Marshall Road and which is presently occupied by commercial and industrial businesses. The specific portion of the larger warehouse that Four Twenty Industries Co. is proposing to use covers approximately 12,041 square feet and there is currently a single office being occupied by a month-to-month tenant. There are some residential uses adjacent to the Property, and all residents within 300 feet of the proposed location received notification of Four Twenty Industries Co.'s community outreach meeting, held on August 20, 2018, at 6pm at the Mill City BBQ & Brew located at 1018 Gorham St, Lowell, MA 01852, and during which community outreach meeting all interested citizens and residents were permitted to ask any and all questions about the proposed marijuana microbusiness establishment at the Property. Four Twenty Industries Co. shall also comply with the notice requirements for the public hearing component of the site plan review process, pursuant to the certified abutter's list from the Assessor's Office. FourTwenty Industries Co. has entered into a Letter of Intent with the Foundry Industrial Park Trust, the landowner, and pursuant to which Four Twenty Industries Co. has the right to enter into a 5 year lease (with an additional renewal term of 5 years) with the landowner upon the procurement of all necessary local permits. Minimal exterior alterations may be undertaken in order to comply with the applicable security regulations and pursuant to a review and approval of the security plan by Police Chief Webb. Interior alterations to make the space suitable for cannabis cultivation and manufacturing are planned, but there will be nothing to indicate that this type of business is located within the warehouse visible from the outside. FourTwenty Industries Co. believes that safety and security are paramount to an adult use marijuana facility. Pursuant to the Lowell Zoning Ordinance, a comprehensive written security plan will be submitted separately to Chief Webb of the Lowell Police Department for approval at a meeting on July 25, 2018 at 2pm at Police Department Headquarters. As shown in the 1,000 foot context map which is incorporated hereto by reference, there are no Registered Marijuana Dispensaries (medical) or Recreational Retail (adult use) Facilities within 1,000 feet, and there are no schools (K-12 public nor private) within 500 feet of the proposed site.

§7.10.5 Criteria

Pursuant to Section 7.10.5 of the Ordinance, FourTwenty Industries Co. is required to submit a description of the scale and type of activities proposed to be conducted at the proposed site. The Property will be used for the wholesale of marijuana and marijuana infused products in compliance with applicable state regulations, and which marijuana and marijuana infused products will be cultivated and manufactured on the proposed site. Pursuant to the CCC's adult use marijuana program, if FourTwenty Industries Co. is granted a final marijuana microbusiness license, it will be permitted to sell, at wholesale, all cannabis flower that it cultivates on site and any marijuana infused products it manufactures on site to any other licensed marijuana establishment throughout the Commonwealth of Massachusetts. In order to be eligible for sale at wholesale, all marijuana products whether flower or marijuana derived products shall be tested by an approved testing lab and which must receive a passing grade in

order to be sold at wholesale. The microbusiness license would also permit Four Twenty Industries Co. to deliver, in an approved secure vehicle with two registered marijuana agents assigned to the delivery, its products to any other licensed marijuana establishment, but not directly to adult consumers.

FourTwenty Industries Co. will meet or exceed all conditions found in Section 7.10.4 of the Ordinance. The Property is located, will be constructed, and will be operated in a manner sufficient to minimize, to the maximum extent practicable, any odor, safety concerns, noise, and environmental impacts from the proposed facility. All marijuana and marijuana derived products that FourTwenty Industries Co. will sell at wholesale shall be packaged in accordance with the CCC's regulations and shall be air-tight and odor proof as well as child resistant.

The Property conforms to all applicable dimensional requirements of properties located in the Light Industrial District, all as shown on the included site plan. In addition to all authorized City of Lowell inspectors, police, fire, or other authorized personnel and any inspectors from CCC or other regulatory agency with the requisite regulatory authority, only Registered Marijuana Agents, 21 years or older, of Four Twenty Industries Co. or a Registered Marijuana Agent of a wholesale customer, shall be permitted to be present in the Property or any portion thereof. This facility will not have retail sales direct to adult consumers and therefor FourTwenty Industries Co. will not utilize a drive-up nor a walk-up window for sales to its wholesale clients.

Finally, FourTwenty Industries Co. hereby incorporates by reference the documents which were submitted with its application materials pursuant to Section 7.10.5. A copy of FourTwenty Industries Co.'s security plan will be submitted for review and approval by Chief Webb of the Lowell Police Department as described herein. A copy of the required solid waste disposal and recycling plan will be submitted to Solid Waste & Recycling, the Lowell Fire Department, and the Lowell Police Department for review and approval. A copy of the Transportation Demand Management Plan has also been included with these materials.

§11.4.7-Site Plan Approval Criteria

1. Buildings

As indicated on the Site Plan, the building is a single story warehouse constructed of wood, steel, concrete and other materials and the building's footprint is approximately 5,800 square feet. FourTwenty Industries Co. will not be making any changes to the exterior building(s) which comprise the subject Property and there will be no earthmoving activities.

2. Parking & Loading

There is a large parking area with exclusive use of eleven (11) parking spaces located behind the building for convenient employee (10-20 total at full capacity) access to the business. The lot's location and layout are suitable for security monitoring of all parking, loading, and pedestrian activities adjacent to the facility. The exclusive use spaces represent one more than required by the Zoning Ordinance (10 spaces required pursuant to 1:1,200 square foot requirement for marijuana establishment), and FourTwenty Industries Co. may also have access to additional parking spaces on the Property if the Planning Board so desires. The

Property includes a loading area to the rear of the building which will be the sole approved area for truck deliveries to or from the business. Construction vehicle traffic is anticipated during the buildout phase to properly prepare the interior of the building for cultivation and manufacturing, but should consist primarily of relatively light duty vehicles used by various contractors. No large construction equipment or earth moving equipment shall be required for the proposed use as the use is proposed for an existing warehouse space.

3. Traffic Flow & Circulation

As required by Section 7.10.5 of the Ordinance, FourTwenty Industries Co. has provided a Transportation Demand Management Plan with its application materials incorporated herein by reference. The relatively low number of employees and deliveries to the proposed site lead to the conclusion that “the additional traffic generated by the proposed co-location of adult use can be safely and efficiently accommodated along the adjacent roadway network.” As indicated above, there is a parking lot with exclusive use of eleven (11) parking spaces located in rear of the building with adequate space for ingress and egress. The entrance to the site is located at the intersection of Boston Road and Marshall Road and the additional traffic from employees, deliveries, and periodic visits by state and local personnel is not anticipated to create any substantial impact to traffic flows in or near the site.

The following outline describes the modes of transportation to the facility and discusses traffic flows and impacts from employees, construction, maintenance and regular scheduled deliveries. Due to the nature of the intended non-retail business, the majority of the traffic to and from the facility would be the six to ten employees working approved operating hours and would therefor be unlikely to result in a peak or off peak travel nuisance. Deliveries by approved vehicles would occur during designated time periods and loading zones.

- General traffic flows will be conducted off the main public way of Boston Road and cross street Plain Rd. Traffic entering our facility will be traveling either north of south along Boston road and west coming from Plain road.
- Parking lot traffic flows will be through common use drive way, into the designated IVXX parking areas, and turn around will be conducted in the marked locations.
- Employee Parking will be designated as such and parking lot will be painted to reserve specific parking locations for IVXX employees.
- Delivery vehicles will be designed to load and unload in the "Loading Zone"
- Visitor parking will be marked as shown in the site plan

4. External Lighting

The Property utilizes external lighting in the following manner: areaway light on the front, side, and rear of the building, spot lighting at the rear loading area, and lights attached to poles at the driveway entrance closest to Boston Road and on poles sited throughout the parking lot.

5. Landscaping & Screening

As indicated in the Site Plan, the Property features minimal landscaping and is primarily of an industrial character. FourTwenty Industries Co. does not propose making any additional changes to landscaping or screening of the Property unless so requested by the Planning Board, the CCC, or the Chief of Police.

6. Utilities

The Property is already connected to the municipal water and sewer system and has solar panels on the roof to offset some, or all, of the power required for cultivation and manufacturing of marijuana and marijuana derived products. The Property may require additional amps of electrical service to be installed, which if required, will be installed pursuant to all local regulatory requirements and in close consultation with the applicable utility. Four Twenty Industries Co. shall, if necessary, request that the landowner become a participant in the Lowell power aggregation program to comply with the applicable rules, regulations, and City of Lowell ordinances.

7. Snow Removal

During and after snowfalls which require removal and clearing of snow, FourTwenty Industries Co. shall rely on the services of a landscaping and snow plow company to clear and remove snow from its parking lot and areas of ingress and egress provided for by the landowner.

8. Description of Natural Area Protection & Enhancement

The proposed facility is located within an existing commercial warehouse building with a preexisting parking lot that satisfies all of the requirements of the zoning ordinance. No earthmoving operations, major exterior alterations, or grading activities are proposed. There will therefore be no change to the surrounding natural area.

Scale: The FourTwenty Industries Co business will occupy a 12,041 square foot facility within the Foundry Industrial Park located off Boston Road on the south side of Lowell in the Light Industrial (LI) zoning district. The microbusiness license restricts cultivation to a maximum canopy area of 5,000 square feet of mature plants. A microbusiness license holder may also operate a colocated manufacturing facility, but is limited to purchasing 2,000 pounds of cannabis a year from any other licensed cannabis cultivation establishment(s) within the Commonwealth. The microbusiness may also choose to process any or all of the cannabis it cultivated within the same licensed facility.

- Cultivation Plans: Twelve different strains of cannabis in six separate cultivation units will be grown within this business/property. These strains are hand selected by our master grower and selected to provide craft quality products for wholesale to licensed retail establishments. Flowering Canopy is limited to 5000 sqft of space, while the vegetation growth will be conducted in 1000 sqft, prorogation in 600 sqft, and mother plants will be cultivated in an additional 900 sqft space. Drying and curing will be designated in a locked humidor style space designed to store products in rotation from 3 units at a time.
- Manufacturing Plans: Vaporizer cartridges will be filled using 100% cannabis oil. These cartridges will come in a variety of flavors and potency ranges to provide a wide spectrum of price points to meet the market demands.
- Product Storage: Products designated and tagged for sale will be stored in a secured and double locked limited access zone. Executive level employees and owners are the only designated points of contact to this product. Manifests will be kept to secure safe keeping and product diversion. (See general society plans for more details.

- On Site Sales: No "on-site" sales will occur at this location.
- Off Site Deliveries: Deliveries to other licensed shops will be conducted from this facility. Delivery vehicles will comply with the CCC regulations to ensure safe and secure delivery from location to location. Delivery manifests logging location, drive time, pick up, drop off and return information will be strictly maintained for proper inventory control, regulatory compliance, and reporting purposes.
- Educational Materials: Product informational materials will be provided to our sales team for delivery to our retail partners. This educational material will be provided to describe the care and quality with which our products are produced.
- Programs and Activities: Providing public education to the local community will be an integral component of our business model. Hosting local forums and gatherings to explain and educate the community about the cannabis industry is a critical part of our success and our industry's success. Examples include but are not limited to: Cannabis 101, Children's Safety and Limited Access, Treatments and Support panels, etc

Context Map: (See attached) Identification of the community surrounding the property including all types of businesses, land use, residences, child care, and educational.

Security Plan: See attached Documentation to be Submitted to, and reviewed and approved by, Chief of Police Webb

- General Security Plan: This document outlines the entire scope of security and the measures that will be taken to secure the facility in accordance with the applicable Cannabis Control Commission Regulations and with the express written approval of the Lowell Chief of Police.
- Security camera site plan: These architectural site plans will describe in detail where the camera placement will be located. The material will be backed up to a secure datas base and stored for 90.
- Entry and Exit Plan: This document will describe all locations of the facility designating the Limited Access Zones, Secured product storage, and all secured access entry and exit ways.

Designated Community Liaison: Andrew Mutty

Solid Waste and Recycling Plan: see attached documents for site location of waste stations. The facility will be utilizing 3 stages of waste management to ensure a safe and secure system of disposal. Waste will be maintained in 3 separate locations.

- Solid Waste or Regular Trash: typical dumpster use maintained by Waste Management Solutions or Casellas Waste Management.
- Recycle: Cardboard, glass, and metals will be stored in a separate container and recycled to the appropriate locations for disposal.
- Organic Waste: Our goal is to not waste a speck of dirt. All organic wastes will be appropriately disposed of if they cannot be reused and or donated locally.
    - Off Beet Compost: Lowell based group (Haverhill site) will compost the bulk of our material from soils to peat pods and other type organics.
    - Mill City Grows: Partial amounts of organic matter will be donated to the local organization to help in aerating soil and other compost to local gardens and flower beds

    - Onsite Compost: Our onsite compost area will house the remaining organic material. If acceptable to the City, this material will be donated to the Parks and Recreation Department to help with flower pots, community beds, and other areas with soil.
- Liquid Wastes: Liquid wastes, if any, will be filtered, stored, and disposed of in accordance with all state and local laws.
    - Public Use: Nutrient rich water will be donated to the local community for watering of public gardens, flower beds or other community uses.
    - Any unused water will be set for pick up and disposal to the appropriate water treatment facility.

Pursuant to Lowell Zoning Ordinance, §11.4.7, the following is a zoning evaluation table depicting a cultivation facility as a permitted use in the Light Industrial Zoning District with site plan review approval from the Planning Board.

	LI Zoning District
12.9.s Cultivation	Y (with Site Plan Review)

Four Twenty Industries Co. will be submitting its Site Plan Review Application to the Lowell Planning Board in February, 2019, subject to the final written City of Lowell approvals of our security plan and waste disposal plan, and anticipates getting on the hearing agenda for a March 2019 hearing with an anticipated grant of site plan approval forthcoming in April 2019. We intend to obtain all requisite building permits for construction of the facility to our specification after we obtain a provisional license from the Massachusetts Cannabis Control Commission. Zoning compliance is of paramount importance to Four Twenty Industries Co. and we are committed to adhering to the letter and spirit of all applicable zoning ordinances and any other local regulations that may be applicable to the facility.

FOURTWENTY IND. CO .
25 Eastland Ter.
Haverhill, MA 01830
617-596-7952
lewisamutty@gmail.com

9/23/2019

Business Operations Statement
RE: Keith Laham

When FOURTWENTY IND CO. was established in 2017, Keith Laham was the acting President of the company. His work has helped the business achieve the HCA and was present during application submission.

At this time Mr Laham has stepped aside due to health and family issues that have prevented him from being able to run the organization.

Ownership, partners, and directors have changed and is reflected in our updated business documents.

Mr. Laham executed the Host Community Agreement certification when he was the President of FOURTWENTY IND CO. See original Articles of Organization attached hereto as Exhibit A and Amended Articles of Organization, showing Brian Barrett as the new and current President, attached as Exhibit B. A corporation's President has the power to bind the corporation and that individual person's vacation of the post of President does not invalidate any act performed when occupying that position. There is no legal need or requirement for the new President to execute a new copy of the HCA certification and to require that step would necessitate lengthy wait times at Lowell City Hall (which authorized the execution of the HCA on 7/31/2018 but didn't execute it until 11/21/18).

Sincerely,

Lewis Andrew Mutty Jr., CEO and Treasurer
FOURTWENTY IND CO.

EXHIBIT A

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

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

Identification Number: 001250707

ARTICLE I

The exact name of the corporation is:

FOUR TWENTY INDUSTRIES CO.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D 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.

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
STK	$1.00000	1,000	$1,000.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

THE MAJORITY 3 OF 4 VOTES MUST BE APPROVED TO TRANSFER STOCK IN WRITING

ARTICLE VI

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

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 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.

Later Effective Date: 1/1/2017 **Time:** 4:20 PM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: KEITH G LAHAM
No. and Street: 56 KIMBALL RD
City or Town: DEDHAM State: MA Zip: 02026 Country: USA

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):

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KEITH G LAHAM	56 KIMBALL RD DEDHAM, MA 02026 USA
TREASURER	JENNIFER R PISANO	56 KIMBALL RD DEDHAM, MA 02026 USA
SECRETARY	ASHLEIGH C MUTTY	20 WHITTIER ST AMESBURY, MA 01913 USA
CEO	LEWIS A MUTTY JR	20 WHITTIER ST AMESBURY, MA 01913 USA
CFO	JENNIFER R PISANO	56 KIMBALL RD DEDHAM, MA 02026 USA
DIRECTOR	ASHLEIGH C MUTTY	20 WHITTIER ST AMESBURY, MA 01913 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

APPARELL

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 56 KIMBALL RD
City or Town: DEDHAM State: MA Zip: 02026 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:

No. and Street: 56 KIMBALL RD
City or Town: DEDHAM State: MA Zip: 02026 Country: USA

which is

X its principal office
__ an office of its transfer agent
__ an office of its secretary/assistant secretary
__ its registered office

Signed this 7 Day of December, 2016 at 11:52:54 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

LEWISAMUTTYJR

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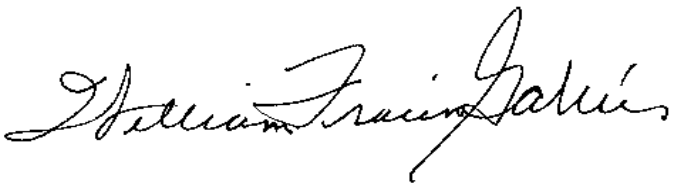
THE COMMONWEALTH OF MASSACHUSETTS

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:

December 07, 2016 11:52 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT B

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information
(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: FOUR TWENTY INDUSTRIES CO.

2. Current registered office address:
Name: LEWIS A MUTTY JR
No. and Street: 25 EASTLAND TERR
City or Town: HAVERHILL State: MA Zip: 01830 Country: USA

3. The following supplemental information has changed:

__ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	BRIAN BARRETT	60 HOPE AVE WALTHAM, MA 02453 USA
TREASURER	LEWIS ANDREW MUTTY JR.	25 EASTLAND TERRACE HAVERHILL, MA 01830 USA
SECRETARY	BRIAN BARRETT	60 HOPE AVENUE WALTHAM, MA 02453 USA
CEO	LEWIS A MUTTY JR	25 EASTLAND TERR HAVERHILL, MA 01830 USA
DIRECTOR	RICHARD P CAHOON	20 CRANE ST DEDHAM, MA 02026 USA

__ **Fiscal year end:**
December

__ **Type of business in which the corporation intends to engage:**

SEEKING MICROBUSINESS LICENSE FROM CCC, APPAREL

_X_ **Principal office address:**

No. and Street: 25 EASTLAND TER
City or Town: HAVERHILL State: MA Zip: 01830 Country: USA

__ **g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:**

No. and Street: 25 EASTLAND TER
City or Town: HAVERHILL State: MA Zip: 01830 Country: USA
which is

X its principal office	__ an office of its transfer agent
__ an office of its secretary/assistant secretary	__ its registered office

Signed by LEWIS A MUTTY JR , its OTHER OFFICER
on this 13 Day of May, 2019

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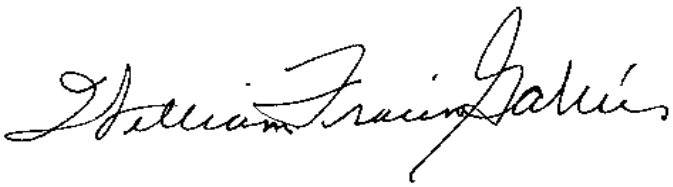
All Rights Reserved

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:

May 13, 2019 01:25 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

FOURTWENTY INDUSTRIES CO.
POSITIVE IMPACT PLAN

Goals: Provide financial support to groups and/or organizations that offer support, education or job training to Massachusetts residents disproportionately impacted by the War on Drugs. The amounts of these donations will depend on the financial growth and profitability of the company. As sales and profits increase, Fourtwenty Industries Co. ("Fourtwenty") will revisit its program donation goals to consider more generous donations as business allows.

Year 1 goal: Donate $10,000 annually to the organizations as more particularly described below.
Year 2 goal: Donate $15,000 to the organizations below.
Year 3 goal: Donate at least $20,000 to the organizations below.

These annual totals will be divided in half and split between the designated recipients outlined in the Program below.

Program: The donations to be made to the following organizations are intended to benefit their respective abilities to develop skills for Economic Empowerment Priority Applicants and Social Equity Training Program participants through mentoring, educational and informational events with cannabis industry networking opportunities, and to provide financial support to allow them to continue educating adult-use cannabis consumers in Massachusetts:

1. Cannabis Community Care and Research Network ($5,000.00 annual donation)

2. Massachusetts Recreational Consumer Council ($5,000.00 annual donation)

Measurement and Accountability: At the end of each year, Fourtwenty will conduct an analysis and create a report on the amounts and percentages of donations and other financial support that the company has given to the programs outlined above. Fourtwenty will continue to assess the viability and impact of financial donations made, and annually review donation goals amounts.

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

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

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

Informed consumers make strong industries.

To: Lewis Andrew Mutty, Jr. **Date:** 11/12/2019

From: Massachusetts Recreational Consumer Council

Subject:
REQUESTED LETTER FOR DONATIONS

To the Cannabis Control Commission,

The Massachusetts Recreational Consumer Council (MRCC) is a 501c4 non-profit that Fourtwenty Industries Co. intends to donate to. MRCC has been contacted and is willing to accept the annual donations Fourtwenty Industries Co. intends to provide.

_____
Lewis Andrew Mutty, Jr., Fourtwenty Industries Co.
Date of Signature:

_____
Joseph Gilmore, President, Massachusetts Recreational Consumer Council
Date of Signature

November 4, 2019

Re: Donation Acceptance Letter from Beantown Greentown

Dear Cannabis Control Commission,

It is with great pleasure that we accept a partnership and $5,000 donation once a year starting effective immediately from Beantown Greentown is as they prepare to open adult use cannabis in Massachusetts.

Cannabis Community Care and Research Network (C3RN) is a registered public benefit corporation (B Corp) based out of Worcester, MA. C3RN hosts a network of dedicated academics, industry, healthcare providers, consumers and patients that aim to end the stigma around medical and adult use cannabis through research and education.

C3RN runs multiple research studies related to the adult and population use of cannabis in Massachusetts with UMass Dartmouth. C3RN is the Principal Investigator of ongoing studies focused on medical patients, consumers, and veterans. Learn more here: www.cannacenterofexcellence.org. C3RN and HCC also partner to develop cannabis workforce trainings.

The Beantown Greentown donations will be used for one of the C3RN education, research, and social justice projects in Massachusetts.

Sincerely,

Marion McNabb, MPH, DrPH

CEO

Cannabis Community Care and Research Network (C3RN)

marion@c3researchnetwork.com

The Commonwealth of Massachusetts

Secretary of the Commonwealth

State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the Commonwealth

January 3, 2019

TO WHOM IT MAY CONCERN:

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

FOUR TWENTY INDUSTRIES CO.

is a domestic corporation organized on **January 1, 2017**, 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: nem

Commonwealth of Massachusetts
Department of Revenue
Christopher C. Harding, Commissioner

mass.gov/dor

Letter ID: L1244268928
Notice Date: January 3, 2019
Case ID: 0-000-684-059

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

000047

FOUR TWENTY INDUSTRIES CO
56 KIMBALL RD
DEDHAM MA 02026-3727

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, FOUR TWENTY INDUSTRIES CO 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) 887-6367 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 8:30 a.m. to 4:30 p.m..

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $100.00

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

Articles of Amendment
(General Laws, Chapter 156D, Section 10.06; 950 CMR 113.34)

Identification Number: 001250707

1. Exact name of corporation: **FOUR TWENTY INDUSTRIES CO.**
2. Registered office address: **56 KIMBALL RD DEDHAM , MA 02026 USA**

These Articles of Amendment affecting article(s):

__ Article 1 X Article 2 __ Article 3 __ Article 4 __ Article 5 __ Article 6

(Specify the number(s) of articles being amended(I-VI))

4. Date adopted: 1/3/2019
5. Approved by:
X the incorporators.
or
__ the board of directors without shareholder approval and shareholder approval was not required.
or
__ the board of directors and the shareholders in the manner required by law and the articles of organization.

6. State article number and text of the amendment.

ARTICLE I

The exact name of the corporation, ***as amended***, is:
(Do not state Article I if it has not been amended.)

ARTICLE II

The purpose of the corporation, ***as amended***, is to engage in the following business activities:
(Do not state Article II if it has not been amended.)

TO SEEK A LICENSE FROM THE CANNABIS CONTROL COMMISSION TO OPERATE A MICRO BUSINESS AS DEFINED IN 935 CMR 500, AND TO SELL BRANDED APPAREL AND OTHER ITEM S.

ARTICLE III

Amendments to Article III cannot be filed on-line at this time

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class, ***if amended***. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

(Do not state Article IV if it has not been amended.)

ARTICLE V

As amended, the restrictions imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

(Do not state Article V if it has not been amended.)

ARTICLE VI

As amended, other lawful provisions for the conduct and regulation of the business and affairs of the business entity, for its voluntary dissolution, or for limiting, defining, or regulating the powers of the business entity, or of its directors or stockholders, or of any class of stockholders:

(Do not state Article VI if it has not been amended.)

The amendment shall be effective at the time and on the date approved by the Division, unless, a *later* effective date not more than *ninety days* from the date and time of filing is specified:

Later Effective Date: Time:

Signed by LEWIS ANDREW MUTTY , its OTHER OFFICER
on this 4 Day of January, 2019

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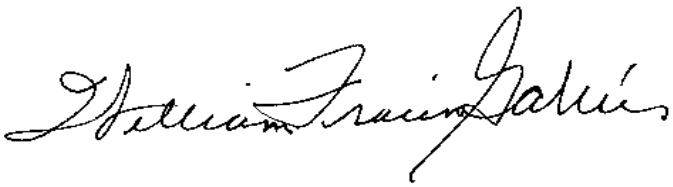
All Rights Reserved

THE COMMONWEALTH OF MASSACHUSETTS

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

January 04, 2019 12:23 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

AMENDED AND RESTATED BYLAWS AND SHAREHOLDER AGREEMENT

OF

FOUR TWENTY INDUSTRIES CO.

(a Massachusetts corporation)

Effective as of May [15], 2019

THE SHARES OFFERED HEREBY HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED ("1933 ACT"), OR THE SECURITIES LAWS OF ANY STATE AND ARE BEING OFFERED AND SOLD IN RELIANCE ON EXEMPTIONS FROM THE REGISTRATION REQUIREMENTS OF THE 1933 ACT AND SUCH LAWS. THE SHARES ARE SUBJECT TO RESTRICTION ON TRANSFERABILITY AND RESALE CONTAINED IN THIS BYLAWS AND SHAREHOLDER AGREEMENT AND MAY NOT BE TRANSFERRED OR RESOLD EXCEPT AS PERMITTED BY THIS BYLAWS AND SHAREHOLDER AGREEMENT AND UNDER THE 1933 ACT AND SUCH LAWS PURSUANT TO REGISTRATION OR EXEMPTION THEREFROM. THE SHARES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION OR OTHER REGULATORY AUTHORITY, NOR HAVE ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE SECURITIES BEING SOLD HEREUNDER OR THE ACCURACY OR ADEQUACY OF THE INFORMATION HEREIN. ANY REPRESENTATION TO THE CONTRARY IS UNLAWFUL.

ARTICLE 1: GENERAL 4

§1.1 Definitions 4
§1.2 Overview 4
§1.3 Principal Office 4
§1.4 Registered Office 4
§1.5 Term 5
§1.6 Purposes 5
§1.7 Names and Addresses of Shareholders 5
§1.8 Bylaws and the Act 5

ARTICLE 2: SHAREHOLDERS 5

§2.1 Meetings of the Shareholders 5
§2.2 Quorum 5
§2.3 Action by Written Consent 5
§2.4 Voting Rights; Required Vote 6
§2.5 Deadlock 6
§2.6 Proxies 6

ARTICLE 3: MANAGEMENT 6

§3.1 Management by Manager 6
§3.2 Specific Rights and Powers of the Manager 6
§3.3 Specific Rights and Powers of the Manager 8
§3.4 Records, Audits and Reports 8
§3.5 Returns and Other Elections 8
§3.6 Officers 8
§3.7 Checks, Notes, Etc 8

ARTICLE 4: CONFIDENTIALITY 8

§4.1 Mandatory Referral of Identified Opportunities 8
§4.2 Confidentiality and Restricted Use of Presented Opportunities 9
§4.3 Non-Solicitation 9

ARTICLE 5: EXCULPATION AND INDEMNIFICATION 10

ARTICLE 6: TRANSFER OF SHARES 10

§6.1 Restrictions on Transfer 10
§6.1(a) Options to Purchase 10
§6.1(b) Option Periods 10
§6.1(c) Failure to Exercise Options 11
§6.2 Mandatory Purchases 11
§6.3 Tag-Along and Drag-Along Rights 11
§6.4 Purchase Price 11
§6.5 Restrictions Applicable to All Transfers 12
§6.6 Exception for Estate Planning 12

ARTICLE 7: ISSUANCE OF SHARES 12

§7.1 Issuance of Additional Shares 12
§7.2 Preemptive Rights of Shareholders 12

ARTICLE 8: MISCELLANEOUS PROVISIONS 13

§8.1 Notices 13
§8.2 Further Assurances 13
§8.3 Waivers 13

§8.4 Rights and Remedies Cumulative; Creditors....14
§8.5 Construction....14
§8.6 Amendment....14
§8.7 Severability....14
§8.8 Heirs, Successors and Assigns....14
§8.9 Governing Law....14
§8.10 Dispute Resolution....14
§8.11 No Prior Operating Agreements....14
§8.12 Code and Treasury Regulation References....15
§8.13 Counterparts....15

SCHEDULE A: CAPITALIZATION TABLE....17

SCHEDULE B: DEFINITIONS....18

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AMENDED AND RESTATED
BYLAWS AND SHAREHOLDER AGREEMENT
OF
FOUR TWENTY INDUSTRIES CO.
(a Massachusetts corporation)

This SHAREHOLDER AGREEMENT (this "***Agreement***") of FOUR TWENTY INDUSTRIES CO., a corporation organized under the laws of Massachusetts (the "***Company***"), is entered into and made effective as of May [__], 2019 by and among the Company, Lewis Andrew Mutty, a domiciliary of the commonwealth of Massachusetts, Brian Barrett, a commonwealth of Massachusetts, Brian Hayes, a domiciliary of the commonwealth of Massachusetts, Rick Cahoon, a domiciliary of the commonwealth of Massachusetts, and all other persons or entities who shall execute and deliver this Agreement or authorized counterparts or facsimiles of the same pursuant to the provisions hereof.

WHEREAS, the Company was organized by the filing of the Articles of Organization of the Company with the Secretary of the Commonwealth of Massachusetts on December 7, 2016 (hereafter, "the Articles of Organization");

WHEREAS, the Shareholders and the Company intend that this Agreement shall set forth the understanding between them with respect to the terms and conditions of their respective interests, rights and obligations with respect to the Company, the management and operation of the Company and the economic arrangement between them with respect to the Company; and

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, agree as follows:

ARTICLE 1: GENERAL

§1.1 Definitions. Certain capitalized terms used in this Agreement shall have the respective meanings set forth on **Schedule B** attached hereto and made a part hereof, unless otherwise expressly provided herein or unless the context otherwise requires. Certain capitalized terms not defined herein may be defined by the provisions of the Massachusetts Business Company Act.

§1.2 Overview. This Agreement sets forth the terms and conditions of certain rights and obligations regarding ownership of the Shares, including restrictions on transfer and buy-sell provisions.

§1.3 Principal Office. The principal office of the Company shall be at 56 Kimball Road, Dedham, Massachusetts, 02026 or at such other place or places as the Shareholders may determine from time to time.

§1.4 Registered Office. The registered office of the Company shall be the office of the initial registered agent named in the Certificate of Incorporation or such other office (which need not be a place of business of the Company) as the Shareholders may designate from time to time in the manner provided by the Act and applicable law.

§1.5 Term. The Company commenced on December 7, 2016, the date that the Articles of Organization of the Company was filed with the Massachusetts Secretary of Commonwealth and shall continue in existence in perpetuity or until earlier dissolved in accordance with the provisions of this Agreement and the Act.

§1.6 Purposes. The purposes of the Company shall be (i) to pursue the Business and (ii) any other lawful business.

§1.7 Names and Addresses of Shareholders. The names and addresses of the Shareholders, along with the number of Shares owned by such Shareholders and their respective Capital Contributions and Percentage Interests, are as set forth on **Schedule A**, attached hereto and made a part hereof. The Board of Directors shall cause **Schedule A** to be updated as necessary from time to time.

§1.8 Bylaws and the Act. This Agreement shall constitute the "bylaws" (as that term is used in the Act) of the Company. The rights, powers, duties, obligations and liabilities of the Shareholders shall be determined pursuant to the Act and this Agreement. To the extent that the rights, powers, duties, obligations and liabilities of any Shareholder are different by reason of any provision of this Agreement than they would be under the Act in the absence of such provision, this Agreement shall, to the extent permitted by the Act, control.

ARTICLE 2: SHAREHOLDERS

§2.1 Meetings of the Shareholders. The Shareholders shall meet at least once each Fiscal Year at the principal office of the Company or at such other place within or outside of the State of Delaware as the Shareholders may agree, on such date and at such time as may be fixed by the Shareholders for the transaction of such lawful business as may come before the meeting. Special meetings of the Shareholders may be called by any Shareholder upon written notice to the other Shareholders or by telephone or facsimile, which notice must be given no fewer than two (2) business days and no more than sixty (60) days prior to the date of the meeting. No business shall be acted upon at a special meeting that is not stated in the notice of the meeting. Meetings of Shareholders may be held by telephone or any other communications equipment by means of which all participating Shareholders can simultaneously hear each other during the meeting. Special meetings shall be held at the principal office of the Company or at such other place within or outside of the State of Delaware as the Shareholders may agree. All meetings of the Shareholders shall be called to order and presided over by such Person or Persons as may be designated by the Shareholders.

§2.2 Quorum. No action may be taken at a meeting of Shareholders unless a quorum consisting of at least a Majority of the Shareholders is present in person or by proxy.

§2.3 Action by Written Consent. Any action that may be taken at a meeting of the Shareholders may be taken without a meeting, if a consent or consents in writing, setting forth the action so taken, shall be signed by Shareholders whose percentage of Shares would be sufficient to approve the action at a meeting of the Shareholders. All Shareholders who do not

participate in taking the action by written consent shall be given written notice thereof by the Company promptly after such action has been taken.

§2.4 Voting Rights; Required Vote. Each Shareholder shall be entitled to vote his, her or its Shares with respect to any action required or permitted to be taken by the Shareholders under this Agreement. All such actions that require the vote, consent or approval of the Shareholders shall require the affirmative vote, consent or approval of a Majority of the Shareholders, unless the question or matter is one upon which, by express provision of applicable law or of the Certificate of Incorporation or this Agreement, a different vote is required, and in which case, such express provision shall govern and control the decision of such question or matter.

§2.5 Deadlock. In the event that a proposed action of the Shareholders does not receive the vote, consent or approval of a Majority of the Shareholders pursuant to this Agreement and results in a deadlock of the Shareholders (a "Deadlock"), the Deadlock shall be resolved as follows: The Shareholders shall mutually agree upon an independent third party of relevant experience and competence to resolve the matter by mediation.

§2.6 Proxies. Every Shareholder entitled to a vote may vote either in person or by proxy. Every proxy shall be executed in writing by the Shareholder or by his, her or its duly authorized attorney-in-fact and filed with the corporate records of the Company. A proxy, unless coupled with an interest, shall be revocable at will by the Shareholder authorizing the proxy, notwithstanding any other agreement or any provision in the proxy to the contrary, but the revocation of a proxy shall not be effective until written notice thereof has been received by the Company.

ARTICLE 3: MANAGEMENT

§3.1 Management by Manager. The business and affairs of the Company will be managed by the Manager. The Manager shall conduct the business of the Company consistent with its purposes as set forth in herein in a prudent and businesslike manner. The Manager shall have full and complete authority, power and discretion to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, except for decisions expressly requiring a vote of the Shareholders as provided herein.

The initial Manager of the Company shall be Lewis Andrew Mutty. A replacement manager may be appointed by a majority vote of the Shareholders; failure to reach such a majority vote in the event of any replacement of the Manager shall constitute a Deadlock. The Manager may only be dismissed by the unanimous consent of all Shareholders who are not also the Manager to be dismissed. There may be multiple Managers of the Company.

§3.2 Specific Rights and Powers of the Manager. Without limiting the generality of this Section, the Manager shall have the power and authority on behalf of the Company to do the following:

Execute any and all documents or instruments of any kind that the Managers deem necessary or appropriate to achieve the purposes of the Company, including, without limitation, contracts, agreements, leases, subleases, easements, deeds, notes, mortgages and other documents or instruments of any kind or character or amendments of any such documents or instruments;

Borrow money from individuals, banks and other lending institutions on the general credit of the Company for use in the Company business, all upon such terms and containing such features as the Managers may determine to be necessary or desirable in its absolute discretion;

Confess judgment against the Company and to execute any document granting to any Person the right to confess judgment against the Company in the event of the Company's default in the performance of its obligations under any loan agreement, note, or other agreement or instrument;

Incur, secure, renew, replace, refinance, modify, extend, repay or otherwise discharge any indebtedness of the Company;

Subject to the other terms of this Agreement, sell and issue New Shares, and in connection therewith, determine the amount, nature, timing, and all other terms and conditions of any such issuances;

Sell, exchange, lease, mortgage, pledge, assign, or otherwise transfer, dispose of or encumber all or a portion of the Company Property or any interest therein;

Procure and maintain, at the expense of the Company and with responsible companies, such insurance as may be available in such amounts and covering such risks as the Managers shall deem necessary or desirable in the Managers' absolute discretion, including insurance policies insuring the Managers against liability arising as a result of any action they may take or fail to take in their capacity as Managers of the Company;

Employ and dismiss from employment any and all Company employees, agents, independent contractors, attorneys and accountants;

Supervise the preparation and filing of all Company tax returns;

Open, maintain and close bank and investment accounts and arrangements, draw checks and other orders for the payment of money, and designate individuals with authority to sign or give instructions with respect to those accounts and arrangements;

Engage in correspondence with any regulatory or governmental body, including the Internal Revenue Service and the Securities and Exchange Commission;

Delegate any or all of the administrative and managerial powers conferred upon the Managers to officers, employees or agents of the Company, as selected by the Managers;

Bring, defend or settle actions at law or equity; and

Retain and compensate on behalf of the Company such accountants, attorneys, realtors, tax specialists, management companies, consultants or other professionals as the Managers shall

deem necessary or desirable in the Managers' absolute discretion in order to carry out the purposes and business of the Company.

§3.3 Authority of Attorneys-In-Fact, Employees, Agents and Manager(s). Unless authorized to do so by this Agreement or by the Managers, no attorney-in-fact, employee or other agent of the Company shall have any power or authority to bind the Company in any way, to pledge its credit, or to render it liable for any purpose.

§3.4 Records, Audits and Reports. Proper and complete records and books of account shall be kept by the Company. The books and records shall at all times be maintained at the principal office of the Company and shall be open to the reasonable inspection and examination of the Shareholders or their duly authorized representatives for any proper purpose relating to the Company during normal business hours.

§3.5 Returns and Other Elections. The Manager shall cause the preparation and timely filing of all tax returns required to be filed by the Company pursuant to the Code and all other tax returns deemed necessary and required in each jurisdiction in which the Company does business. Copies of such returns or pertinent information therefrom, will be furnished to the Shareholders within a reasonable time after the end of the Company's Fiscal Year as required by law or upon a Shareholders written request. All elections permitted to be made by the Company under federal or state laws will be made by the Shareholders in their sole discretion. Each of the Shareholders acknowledges and agrees that in no event shall another Shareholder, a Manager, or the Company be liable or otherwise responsible for the tax treatment or tax-related aspects of any investment or other activity of the Shareholders or the Company, it being understood that each Shareholder should consult his or her own tax advisors regarding such matters.

§3.6 Officers. The Manager may from time to time elect or appoint one or more officers of the Company, and such officers shall have such titles, powers, duties and tenure as the Manager shall from time to time determine. Vacancies may be filled or new offices created and filled by resolution of the Manager. Any officer or agent elected or appointed by the Manager may be removed by the Manager whenever in their judgment the best interests of the Company would be served; provided, however, that such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer is not required to be a Shareholder. No officer shall be delegated the authority to take any action requiring the approval of a Manager without the prior consent of the Manager as is required to approve such actions.

§3.7 Checks, Notes, Etc. The Manager shall from time to time designate the officers or agents of the Company who shall have power, in its name, to sign and endorse checks and other negotiable instruments and to borrow money for the Company, and in its name, to make notes or other evidences of indebtedness.

ARTICLE 4: CONFIDENTIALITY

§4.1 Mandatory Referral of Identified Opportunities. It is understood that the Manager(s), Shareholders and Officers are expected to protect information they receive from the Company pursuant to this §4. It is further understood that Officers and Manager(s) are expected to devote their time and efforts (as may be further specified in other agreement(s)) to the Company and

refer all Identified Opportunities to the Company. For the avoidance of doubt, this paragraph is in addition to any obligations under any employment agreement with the Company or its Affiliates.

§4.2 Confidentiality and Restricted Use of Presented Opportunities. None of the Officers, Manager(s), any Shareholders or their respective Affiliates shall use any information with respect to any Presented Opportunity for any purpose other than to enable them to evaluate such Presented Opportunity for their own account or the account of any Person other than the Company unless and until the Presented Opportunity has been rejected by the Manager(s) in good faith. Notwithstanding the foregoing sentence, the Company and each of the Shareholders acknowledge that the Shareholders and their respective Affiliates have, and may continue to acquire, interests in various businesses and investments, including cannabis-related businesses, and the Company and the Shareholders hereby agree and confirm that nothing in this Agreement will prevent such Persons from conducting their regular business and investment activities, including, without limitation, (a) evaluation of businesses for investment, (b) reporting to investors, partners, and counterparties as to the status of various investments and businesses, and (c) serving as members of boards of directors and other governing bodies with respect to various investments and businesses. Each Shareholder shall promptly disclose to the Manager all interests such Shareholder or its Affiliates acquire while a Shareholder.

§4.3 Non-Solicitation. None of the Officers, Manager(s), any Shareholders or their respective Affiliates shall, directly or indirectly, for so long as the Company is actively pursuing the Business, (i) solicit, entice away or in any other manner persuade or attempt to persuade any employees, contractors or vendors of the Company to alter his, her or its relationship with the Company or its business or (ii) engage or employ any former employees, contractors, vendors of the Company for a period of three (3) years after such persons or entities have severed their relationship with the Company (except (*y*) if such employee is terminated by the Company or (*z*) if such employee is responding to a newspaper advertisement, job posting or other general solicitation not targeted at such employee). For purposes of clarification, the parties agree that the limitations contained in clause (ii) of the preceding sentence shall not apply to any regional, national, or international firms engaged by the Company.

ARTICLE 5: EXCULPATION AND INDEMNIFICATION

Exculpation of Covered Persons.

Covered Persons. As used herein, the term "Covered Person" shall mean (i) the Manager, and (ii) each Officer, employee, agent or representative of the Company.

Standard of Care. No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any action taken or omitted to be taken by such Covered Person in good faith and with the belief that such action or omission is in, or not opposed to, the best interest of the Company, so long as such action or omission does not constitute fraud, gross negligence or willful misconduct by such Covered Person.

Good Faith Reliance. A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements (including

financial statements and information, opinions, reports or statements as to the value or amount of the assets, liabilities, Profits or Losses of the Company or any facts pertinent to the existence and amount of assets from which distributions might properly be paid) of the following Persons or groups: (i) another Manager; (ii) one or more Officers or employees of the Company; (iii) any attorney, independent accountant, appraiser or other expert or professional employed or engaged by or on behalf of the Company; or (iv) any other Person selected in good faith by or on behalf of the Company, in each case as to matters that such relying Person reasonably believes to be within such other Person's professional or expert competence. The preceding sentence shall in no way limit any Person's right to rely on information to the extent provided in Section 1-141 of the Act.

ARTICLE 6: TRANSFER OF SHARES

§6.1 Restrictions on Transfer. No Shareholder shall transfer, give, donate, bequeath, pledge, deposit or in any way alienate, encumber, hypothecate, or dispose of (collectively, "***Transfer***") all or any portion of such Shareholder's Shares now owned or hereafter acquired by such Shareholder, except for a Transfer (i) pursuant to a Bona Fide Offer, subject to the options to purchase as provided below, (ii) upon an involuntary transfer, subject to the options to purchase as provided below, or (iii) pursuant to a mandatory purchase as provided below. Transfer by Shareholders owning a majority of the Shares is subject to the provisions of the subsection Tag-Along and Drag-Along Rights. Notwithstanding anything to the contrary set forth herein, any purported Transfer or other disposition of Shares of the Company that (i) violates the terms of this Agreement or (ii) violates the provisions of the Massachusetts Adult Use Law shall be void and ineffectual and shall not operate to transfer any interest or title to the purported transferee.

(a) Options to Purchase. Upon the occurrence of any of the Triggering Events, all of that Shareholder's Shares shall be subject to the options to purchase set out below for the purchase price and upon the payment terms provided in this Agreement. For purposes of this subsection, "Triggering Events" shall mean any of the following: (i) a Shareholder desires to sell any portion or all of his or her Shares upon receipt of a Bona Fide Offer, or (ii) a Shareholder's Shares are subject to an involuntary Transfer by operation of law by reason of (A) bankruptcy or insolvency proceedings, whether voluntary or involuntary, (B) distribution of marital property following divorce, or (C) distraint, levy, execution or other involuntary Transfer.

The Shareholder desiring to sell all or part of his Shares pursuant to a Bona Fide Offer (hereinafter referred to as "Transferring Shareholder") shall serve notice upon all other parties to this Agreement at their last known address by certified mail, return receipt requested, indicating the number of shares the Transferring Shareholder desires to sell, and the name and address of the third party desiring to purchase the Shares, with a copy of the Bona Fide Offer attached to it ("Notice").

If the Transfer is an involuntary transfer, "Notice" shall be deemed received on the date any other Shareholder or one or more members of the Board receives actual notice that

an involuntary Transfer of Shares has or will take place, and that person shall in turn promptly send notice of such to the other parties to this Agreement.

(b) Option Periods. The Company shall have an option for a period of 30 days from the Company's receipt of Notice to purchase all, but not less than all, of the Shares proposed to be Transferred. The Company shall exercise such option by giving written notice of such exercise to both the Transferring Shareholder and the other Shareholders within such 30-day period. Should the Company fail to give written notice within such 30-day period, the Company shall be deemed to have waived such option. If the Company does not elect to purchase all of the Shares to be transferred, the other Shareholders shall have an option for a period of 60 days from the Company's receipt of such Notice to purchase all, but not less than all, of the remaining Shares proposed to be transferred. The other Shareholders shall exercise this option by sending written notice of such exercise to the Transferring Shareholder and the Company within such 60-day period. Should the other Shareholders fail to give written notice within such 60-day period, the other Shareholders shall be deemed to have waived such option.

(c) Failure to Exercise Options. In the event the other Shareholders and the Company shall fail to exercise their options to purchase all, but not less than all, of the Shares proposed to be Transferred, the Transferring Shareholder may sell the shares in accordance with the Bona Fide Offer if the closing on that purchase occurs within 60 days of the expiration of the option periods. Any transferee takes the Shares subject to the provisions of this Agreement.

§6.2 Mandatory Purchases. Upon the occurrence of any of the Mandatory Purchase Triggering Events, all of the Shares of that Shareholder shall be purchased by the Company or other Shareholders for the purchase price and upon the payment terms provided in this Agreement. For purposes of this subsection, the term "Mandatory Purchase Triggering Events" shall mean any of the following: (i) death of the Shareholder; (ii) if the Shareholder is also an employee of the Company, involuntary termination of employment of a Shareholder with the Company.

§6.3 Tag-Along and Drag-Along Rights. No Shareholder or group of Shareholders (collectively, the "Transfer Group") shall transfer any Shares, directly or indirectly, in a single transaction or series of related transactions, to any person (the "Offeror"), if as a result of such transfer(s) more than 50% of the outstanding Shares would be owned by the Offeror, unless such Offeror gives the parties to this Agreement who are not included in the Transfer Group (the "Minority Shareholders") the option to sell to the Offeror, at the same price and on the same terms and conditions as offered to the Transfer Group, all or any portion of the Shares held by the Minority Shareholders.

At the option of the Transfer Group, all Shareholders who have not tendered their Shares pursuant to the prior paragraph shall be required to transfer their Shares to the Offeror at the same price and on the same terms and conditions as offered to the Transfer Group.

§6.4 Purchase Price. The price for any Shares subject to a Transfer pursuant to a Bona Fide Offer shall be the fair market value of any Shares at issue as determined by the terms of such Bona Fide Offer. The price for any Shares subject to a Mandatory Purchase shall be the

Shares' issue price. In the event of any other type of Transfer of Shares permitted under this Agreement, the price for any such Shares shall be determined in the following manner:

Each party will obtain its own appraiser to conduct an appraisal, the cost of which will be borne by such party. If the two appraisals are within 10% of each other, the average of those appraisals will be the fair market value. If the two appraisals are more than 10% apart, then the two appraisers will hire a third appraiser, the cost of which will be split equally between the two parties, to obtain a third appraisal and the average of the two appraisals that are closest in amount will be the fair market value. Any appraisal will be based upon the value of the entire Company sold to a single buyer in a single transaction for cash and shall include applicable discounts for illiquidity or lack of control as well as any premium for control.

In the event of the Transfer of Shares as a result of the death of a Shareholder, in arriving at their determination of fair market value of the Shares the appraiser(s) shall exclude any proceeds received or receivable by the Company from any insurance policies on the life of the deceased Shareholder to the extent those proceeds exceed the value of the policies on the day prior to death.

In the event of a purchase of Shares pursuant to a Bona Fide Offer, the purchasing Shareholders or the Company, as the case may be, shall have the option of paying either the price calculated above or the price contained in the Bona Fide Offer.

§6.5 Restrictions Applicable to All Transfers. Except as may be otherwise set forth herein, all Transfers of Shares will be subject to the following condition: prior to any Transfer, the Transferor will cause the prospective transferee, if not already a Shareholder, to execute and deliver to the Company and the other Shareholders a joinder to this Agreement.

§6.6 Exception for Estate Planning. A Transfer to an Affiliate of a Shareholder or the Family of such Shareholder of the right to receive distributions with respect to such Shareholder's Shares shall be permitted and shall not constitute a Transfer subject to the right of first refusal provisions of herein. Further, the assignee of financial rights with respect to Shares shall not become a Shareholder or be treated as a holder of such Shares, and the Company shall continue to treat the Shareholder making such assignment as a Shareholder and holder of such Shares for all purposes under this Agreement.

ARTICLE 7: ISSUANCE OF SHARES

§7.1 Issuance of Additional Shares. The Company may not sell or issue additional Shares or other equity interests in the Company ("***New Shares***") without the affirmative vote, consent, or approval of a Majority of the Shareholders. Dilution, whether or not *pro rata*, shall be determined at the time of issuance of such Shares by a majority vote of the Shares. Notwithstanding anything to the contrary set forth herein, any sale or issuance of New Shares by the Company in violation of the Massachusetts Adult Use Law shall be void and ineffectual.

§7.2 Preemptive Rights of Shareholders. Any sale and issuance of New Shares shall be subject to the following preemptive rights of the Shareholders (the "***Preemptive Rights***"):

(a) The Company must first offer each Shareholder the opportunity to purchase up to a percentage of the New Shares equal to such Shareholder's Percentage Interest of Shares at the time of the proposed offering, so that, after the issuance of all such proposed New Shares, such Shareholder's Percentage Interest of Shares will be the same as the Percentage Interest of Shares maintained by such Shareholder immediately prior to the issuance of any such New Shares.

(b) The Company shall give written notice (the "***Offer Notice***") to each Shareholder of the proposed offer to sell and issue any New Shares, which Offer Notice shall contain the terms of such proposed sale and issuance in reasonable detail. The Company shall deliver such Offer Notice to each Shareholder at least thirty (30) days prior to the date on which the first of such New Shares are proposed to be sold and issued (the period from the delivery of the Offer Notice to the date of issue of such first New Shares, the "***Notice Period***"). Each Shareholder may exercise its Preemptive Rights by (i) giving written notice to the Company prior to the end of the Notice Period, specifying the amount of New Shares that such Shareholder desires to purchase (the "***Preemptive Shares***"), (ii) executing such reasonable documentation as may be provided by the Company to effect the issuance of the New Shares and (iii) delivering to the Company, pursuant to instructions provided by the Company in the Offer Notice, the full purchase price for the Preemptive Shares, in readily available cash, within five (5) business days following the end of the Notice Period. If a Shareholder does not pay the full purchase price for the Preemptive Shares within such five (5) day period, then such Shareholder's Preemptive Rights with respect to such Preemptive Shares shall, at the option of the Company, be deemed to not have been exercised by such Shareholder and such Preemptive Shares shall be subject to issuance and sale by the Company.

ARTICLE 8: MISCELLANEOUS PROVISIONS

§8.1 Notices. All notices and communications required or permitted to be given hereunder (a) shall be in writing; (b) shall be sent by messenger, certified or registered U.S. mail, a reliable express delivery service, or electronic mail, charges prepaid as applicable, to the appropriate address(es) or number(s) set forth on **Schedule A** to this Agreement (or such other address as such party may designate by notice to all other parties hereto); and (c) shall be deemed to have been given on the date of receipt by the addressee (or, if the date of receipt is not a business day, on the first business day after the date of receipt), as evidenced by (A) a receipt executed by the addressee (or a responsible person in his or her office or member of his or her household) or a notice to the effect that such addressee refused to accept such communication, if sent by messenger, U.S. mail or express delivery service, (B) confirmation of a facsimile transmission (either orally or by written confirmation) or (C) a receipt of such e-mail confirmed by reply message or read receipt. All parties shall act in good faith to promptly confirm receipt of communications where confirmation of receipt is required to effect notice pursuant to this subsection and is requested by the notifying party.

§8.2 Further Assurances. Each of the Shareholders shall hereafter execute and deliver such further instruments and do such further acts and things consistent with the provisions of this

Agreement as may be required or useful to carry out the full intent and purpose of this Agreement or as may be necessary to comply with any laws, rules or regulations.

§8.3 Waivers. No party's undertakings or agreements contained in this Agreement shall be deemed to have been waived unless such waiver is made by an instrument in writing signed by an authorized representative of such Shareholder. Failure of a party to insist on strict compliance with the provisions of this Agreement shall not constitute waiver of that party's right to demand later compliance with the same or other provisions of this Agreement. A waiver of a breach of this Agreement will not constitute a waiver of the provision itself or of any subsequent breach, or of any other provision of this Agreement.

§8.4 Rights and Remedies Cumulative; Creditors. The rights and remedies provided by this Agreement are cumulative, and the use of any one right or remedy by any party shall not preclude or waive the right to use any other remedy. Said rights and remedies are given in addition to any other legal rights the parties may have. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditors of the Company or of the Shareholders.

§8.5 Construction. The headings in this Agreement are inserted solely for convenience of reference and are in no way intended to describe, interpret, define, or limit the scope, extent or intent of this Agreement or any provision hereof. When the context in which words are used in this Agreement indicates that such is the intent, singular words shall include the plural and vice versa and masculine words shall include the feminine and the neuter genders and vice versa.

§8.6 Amendment. This Agreement may be altered or amended only by the unanimous consent of the Shareholders.

§8.7 Severability. If any provision of this Agreement or the application thereof to any Person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Agreement and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

§8.8 Heirs, Successors and Assigns. Each and all of the covenants, terms, provisions and agreements herein contained shall be binding upon and inure to the benefit of the parties hereto and, to the extent permitted by this Agreement, their respective heirs, legal representatives, successors and assigns.

§8.9 Governing Law. This Agreement is made under and shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to its rules on conflicts of laws, and specifically the Act.

§8.10 Dispute Resolution. The parties hereto agree that any suit or proceeding arising out of this Agreement shall be brought only in the courts of the Commonwealth of Massachusetts; *provided, however*, that no party waives its right to request removal of such action or proceeding from the state court to a federal court. Each party hereto consents to the personal jurisdiction of such courts and agrees that service of process in any such suit or proceeding will be sufficiently

accomplished if accomplished in accordance with the notice provisions set forth in the Agreement.

§8.11 No Prior Operating Agreements. . This Agreement shall expressly supersede and replace any and all prior operating agreements. The signatures of the Manager and Shareholders to this Agreement shall constitute an action by unanimous written consent authorizing the repeal and replacement of any prior operating agreements to the extent that such an action is required pursuant to any such agreements' own terms.

§8.12 Code and Treasury Regulation References. Any reference to a section of the Code or a Treasury Regulation in this Agreement shall be deemed to refer to corresponding provisions of subsequent superseding federal revenue laws and regulations in the event that the section of the Code or Treasury Regulation so referenced has been so superseded.

§8.13 Counterparts. This Agreement may be executed in any number of counterparts and may be executed and delivered by facsimile or other electronic transmission. Each such counterpart shall be deemed to be an original instrument, but all such counterparts together shall constitute one agreement.

[Signature Page Follows]

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

FOUR TWENTY INDUSTRIES CO.:

By: Lewis Andrew Mutty
Manager

SHAREHOLDERS:

By: Lewis Andrew Mutty
Shareholder

By: Brian Barrett
Shareholder

By: Brian Hayes
Shareholder

By: Rick Cahoon
Shareholder

By: Barney Frank
Shareholder

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

FOUR TWENTY INDUSTRIES CO.:

By: Lewis Andrew Mutty
Manager

SHAREHOLDERS:

By: Lewis Andrew Mutty
Shareholder

By: Brian Barrett
Shareholder

By: Brian Hayes
Shareholder

By: Rick Cahoon
Shareholder

By: Barney Frank
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FOUR TWENTY INDUSTRIES CO.:

By: Lewis Andrew Mutty
Manager

SHAREHOLDERS:

By: Lewis Andrew Mutty
Shareholder

By: Brian Barrett
Shareholder

By: Brian Hayes
Shareholder

By: Rick Cahoon
Shareholder

By: Barney Frank
Shareholder

SCHEDULE A
BYLAWS AND SHAREHOLDER AGREEMENT
OF
FOUR TWENTY INDUSTRIES CO.

CAPITALIZATION TABLE

Name	**Number of Shares**	**% of Equity Held**
Lewis Andrew Mutty	466.25	46.63
Brian Barrett	466.25	46.63
Brian Hayes	10	1
Rick Cahoon	42.5	4.25
Barney Frank	15	1.5

SCHEDULE B

BYLAWS AND SHAREHOLDER AGREEMENT
OF
FOUR TWENTY INDUSTRIES CO.

DEFINITIONS

The following terms shall have the following meanings when used in this Agreement:

"***Act***" means the applicable law of the Commonwealth of Massachusetts governing corporations organized in Massachusetts, the Massachusetts Business Company Act, *et seq*, and any successor statute, as it may be amended from time to time.

"***Affiliate***" shall mean any other Person which directly or indirectly Controls or is Controlled by or is under common Control with such Person, or any Person that is an employee of or an officer of or partner in or serves in a similar capacity or relationship with respect to a Person.

"***Articles of Organization***" shall mean the Articles of Organization of the Company as filed with the Massachusetts Secretary of the Commonwealth on December 7, 2016 and as further amended from time to time.

"***Business***" means providing financing to Four Twenty Industries Co. as well as a variety of management and consulting services related to Four Twenty Industries Co. adult-use marijuana Microbusiness (as defined in the Massachusetts Adult Use Law), funding the build-out of Four Twenty Industries Co.'s cultivation facilities, all solely within the Commonwealth of Massachusetts.

"***Bona Fide Offer***" shall mean a legally binding written agreement with a non-Shareholder to purchase all or a portion of the Shares owned by a Shareholder, which written agreement must be contingent upon the options to purchase or participate in a sale as provided herein.

"***Capital Contribution***" shall mean any contribution to the capital of the Company in cash or property by a Shareholder or predecessor thereof whenever made.

"***Code***" shall mean the Internal Revenue Code of 1986, as amended from time to time, or corresponding provisions of subsequent superseding federal revenue laws.

"***Control***" means the possession, directly or indirectly, of the power to direct the management and policies of a Person, whether through the ownership of voting securities, contract or otherwise.

"***Entity***" shall mean any general partnership, limited partnership, limited liability partnership, limited liability company, company, joint venture, trust, business trust, cooperative, association, foreign trust, foreign business organization or other business entity.

"***Family***", as applied to any individual, shall mean (a) the children of such individual (by birth or adoption), (b) the parents, spouse and siblings of such individual, (c) the children of the siblings of such individual, (d) any trust solely for the benefit of, or any partnership, limited liability company or other entity owned solely by, any one or more of such aforementioned individuals (so long as such individuals have the exclusive right to Control such trust or other entity) and (e) the estate of such individual.

"***Identified Opportunity***" means any opportunity to pursue the Business.

"***Massachusetts Adult Use Law***" means the provisions of Mass. General Laws Ch. 55 of the Acts of 2017, *An Act to Ensure Safe Access to Marijuana*, including the Cannabis Control Commission's implementing regulations at 935 CMR 500.000, *Adult Use of Marijuana*, et seq. and any other laws pertaining to the lawful cultivation, purchase, sale, or distribution of adult-use marijuana.

"***Shareholder***" shall mean each of the parties who executes a counterpart of this Agreement as a Shareholder, and each of the parties who may hereafter become a Shareholder pursuant to the terms and conditions of this Agreement.

"***Percentage Interest***" of Shares shall mean the number of Shares of a given class held at a particular time by such Shareholder, divided by the total number of all Shares of the same class then held by all Shareholders, expressed as a percentage.

"***Person***" shall mean any individual or Entity, and the heirs, executors, administrators, legal representatives, successors and assigns of such Person, where the context so permits.

"***Presented Opportunity***" means any Identified Opportunity that is brought to the attention of the Company for possible pursuit or exploitation by the Company.

"***Shares***" shall mean the capital stock of the corporation. The Company shall initially have a single class of Common Stock.

"***Transferring Shareholder***" is the Shareholder desiring to sell or, in the case of an involuntary Transfer, is the Shareholder whose Shares are subject to an involuntary Transfer and also the potential transferee if that person has provided information to the Company and other Shareholders of his/her name, address, and potential claim to the Shares.

FOURTWENTY IND. CO .
25 Eastland Ter.
Haverhill, MA 01830
617-596-7952
andrewmutty@me.coim

9/23/2019

Business Operations Statement
RE: “420 Reference”

When FOURTWENTY IND CO. was established in 2017, our intent was to form a team of craft minded cannabis enthusiasts. The reference to “FOURT” is our home and our teams battle ground. Our community iOS known as “WENTY”. Since we started our mission, we have paved the way through our advocacy group BeantownGreentown LLC for small businesses much like our own to have a voice. As the business grows and becomes more relevant in the community we would like to be safe haven for access and feel the protected “Fort” environment will relate to the consumer and speak volumes for our presence in the market. This is a highly formed and strategic marketing play we wish to continue to follow. Anyone, race, creed, denomination, color, ability will be welcomed to join and support our team.

The true reference and spelling has been lost in business documents, and this will be stream-lined for no further confusion. A sample of our business art has been provided.

Thank you,

Lewis Andrew Mutty, Jr., CEO

FOURTWENTY
INDUSTRIES CO.

FOURTWENTY

FOURT
WENTY
INDUSTRIES CO.

FOURTWENTY IND. CO .
25 Eastland Ter.
Haverhill, MA 01830
617-596-7952
lewisamutty@gmail.com

9/23/2019

Business Operations Statement
RE: Keith Laham

When FOURTWENTY IND CO. was established in 2017, Keith Laham was the acting President of the company. His work has helped the business achieve the HCA and was present during application submission.

At this time Mr Laham has stepped aside due to health and family issues that have prevented him from being able to run the organization.

Ownership, partners, and directors have changed and is reflected in our updated business documents.

Mr. Laham executed the Host Community Agreement certification when he was the President of FOURTWENTY IND CO. See original Articles of Organization attached hereto as Exhibit A and Amended Articles of Organization, showing Brian Barrett as the new and current President, attached as Exhibit B. A corporation's President has the power to bind the corporation and that individual person's vacation of the post of President does not invalidate any act performed when occupying that position. There is no legal need or requirement for the new President to execute a new copy of the HCA certification and to require that step would necessitate lengthy wait times at Lowell City Hall (which authorized the execution of the HCA on 7/31/2018 but didn't execute it until 11/21/18).

Sincerely,

Lewis Andrew Mutty Jr., CEO and Treasurer
FOURTWENTY IND CO.

EXHIBIT A

The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: $250.00

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

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

Identification Number: 001250707

ARTICLE I

The exact name of the corporation is:

FOUR TWENTY INDUSTRIES CO.

ARTICLE II

Unless the articles of organization otherwise provide, all corporations formed pursuant to G.L. C156D 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.

Class of Stock	Par Value Per Share Enter **0** if no Par	Total Authorized by Articles of Organization or Amendments		Total Issued and Outstanding
		Num of Shares	*Total Par Value*	*Num of Shares*
STK	$1.00000	1,000	$1,000.00	1,000

G.L. C156D eliminates the concept of par value, however a corporation may specify par value in Article III. See G.L. C156D Section 6.21 and the comments thereto.

ARTICLE IV

If more than one class of stock is authorized, state a distinguishing designation for each class. Prior to the issuance of any shares of a class, if shares of another class are outstanding, the Business Entity must provide a description of the preferences, voting powers, qualifications, and special or relative rights or privileges of that class and of each other class of which shares are outstanding and of each series then established within any class.

ARTICLE V

The restrictions, if any, imposed by the Articles of Organization upon the transfer of shares of stock of any class are:

THE MAJORITY 3 OF 4 VOTES MUST BE APPROVED TO TRANSFER STOCK IN WRITING

ARTICLE VI

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

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 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.

Later Effective Date: 1/1/2017 **Time:** 4:20 PM

ARTICLE VIII

The information contained in Article VIII is not a permanent part of the Articles of Organization.

a,b. The street address of the initial registered office of the corporation in the commonwealth and the name of the initial registered agent at the registered office:

Name: KEITH G LAHAM
No. and Street: 56 KIMBALL RD
City or Town: DEDHAM State: MA Zip: 02026 Country: USA

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):

Title	**Individual Name** First, Middle, Last, Suffix	**Address** (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	KEITH G LAHAM	56 KIMBALL RD DEDHAM, MA 02026 USA
TREASURER	JENNIFER R PISANO	56 KIMBALL RD DEDHAM, MA 02026 USA
SECRETARY	ASHLEIGH C MUTTY	20 WHITTIER ST AMESBURY, MA 01913 USA
CEO	LEWIS A MUTTY JR	20 WHITTIER ST AMESBURY, MA 01913 USA
CFO	JENNIFER R PISANO	56 KIMBALL RD DEDHAM, MA 02026 USA
DIRECTOR	ASHLEIGH C MUTTY	20 WHITTIER ST AMESBURY, MA 01913 USA

d. The fiscal year end (i.e., tax year) of the corporation:
December

e. A brief description of the type of business in which the corporation intends to engage:

APPARELL

f. The street address *(post office boxes are not acceptable)* of the principal office of the corporation:

No. and Street: 56 KIMBALL RD
City or Town: DEDHAM State: MA Zip: 02026 Country: USA

g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:

No. and Street: 56 KIMBALL RD
City or Town: DEDHAM State: MA Zip: 02026 Country: USA

which is

X its principal office
__ an office of its transfer agent
__ an office of its secretary/assistant secretary
__ its registered office

Signed this 7 Day of December, 2016 at 11:52:54 AM by the incorporator(s). *(If an existing corporation is acting as incorporator, type in the exact name of the business entity, the state or other jurisdiction where it was incorporated, the name of the person signing on behalf of said business entity and the title he/she holds or other authority by which such action is taken.)*

LEWISAMUTTYJR

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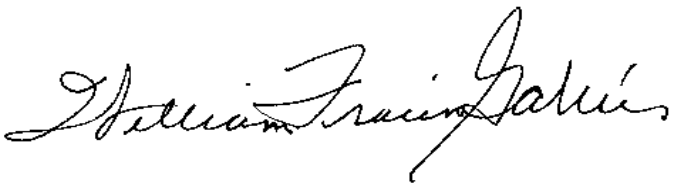
THE COMMONWEALTH OF MASSACHUSETTS

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:

December 07, 2016 11:52 AM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

EXHIBIT B

The Commonwealth of Massachusetts
William Francis Galvin

No Fee

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

Statement of Change of Supplemental Information
(General Laws, Chapter 156D, Section 2.02 AND Section 8.45; 950 CMR 113.17)

1. Exact name of the corporation: FOUR TWENTY INDUSTRIES CO.

2. Current registered office address:
Name: LEWIS A MUTTY JR
No. and Street: 25 EASTLAND TERR
City or Town: HAVERHILL State: MA Zip: 01830 Country: USA

3. The following supplemental information has changed:

__ *Names and street addresses of the directors, president, treasurer, secretary*

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
PRESIDENT	BRIAN BARRETT	60 HOPE AVE WALTHAM, MA 02453 USA
TREASURER	LEWIS ANDREW MUTTY JR.	25 EASTLAND TERRACE HAVERHILL, MA 01830 USA
SECRETARY	BRIAN BARRETT	60 HOPE AVENUE WALTHAM, MA 02453 USA
CEO	LEWIS A MUTTY JR	25 EASTLAND TERR HAVERHILL, MA 01830 USA
DIRECTOR	RICHARD P CAHOON	20 CRANE ST DEDHAM, MA 02026 USA

__ **Fiscal year end:**
December

__ **Type of business in which the corporation intends to engage:**

SEEKING MICROBUSINESS LICENSE FROM CCC, APPAREL

_X_ **Principal office address:**

No. and Street: 25 EASTLAND TER
City or Town: HAVERHILL State: MA Zip: 01830 Country: USA

__ **g. Street address where the records of the corporation required to be kept in the Commonwealth are located *(post office boxes are not acceptable)*:**

No. and Street: 25 EASTLAND TER
City or Town: HAVERHILL State: MA Zip: 01830 Country: USA
which is

X its principal office	__ an office of its transfer agent
__ an office of its secretary/assistant secretary	__ its registered office

Signed by LEWIS A MUTTY JR , its OTHER OFFICER
on this 13 Day of May, 2019

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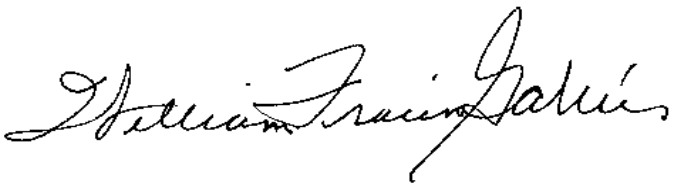
All Rights Reserved

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:

May 13, 2019 01:25 PM



WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

NATIONAL CANNABIS
INSURANCE SERVICES

7181 Chagrin Road, Suite 240
Chagrin Falls, OH 44023

Applicant:
FourTwenty Industries Co.
3 Foundry Industrial Park
Lowell, MA 01852
c/o Lewis Andrew Mutty

This letter is to confirm that National Cannabis Insurance Services, Inc. is able to procure the proper liability insurance requirements per the Massachusetts Cannabis Control Commission's 935 CMR 500.105(10) requirements referenced below for the above named applicant.

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

Should you have any questions, please contact 800-216-4345.

Sincerely,

Michael J. Bush
Partner
National Cannabis Insurance Services, Inc.

Four Twenty Industries Co.
5 Year Business Plan

FOUR TWENTY INDUSTRIES CO.

BEAN TOWN GREEN TOWN

Roosindale ~EST 2017~ ™

H.E.R. CANNABIS

TABLE OF CONTENTS

I. EXECUTIVE SUMMARY
II. VISION
III. MISSION
IV. SCOPE OF OPPORTUNITIES
    a. The Bostonian Way
    b. Cornering the Delivery Market
    c. Local Tax and Financial Benefits
    d. Economic Revitalization and Jobs Creation
    e. Intern Development and Training Programs
V. PRODUCTS & SERVICES
    a. Products
        i. Fourtwenty Industries Product Offering
        ii. BTGT Premium Flower
        iii. Rosindale Specialized Concentrates
        iv. H.E.R. Cannabis: Female Branded Products
    b. Services and Events
    c. Social Engagement Through Industry Events
    d. Wholesale and Retail Pricing
        i. Flower Pricing
        ii. BLACK BOX
        iii. Rosindale Concentrate Pricing
        iv. H.E.R. Cannabis Pricing
    e. Projections
    f. Use of Funds
    g. Collaborative Integration for Micro licenses
VI. MARKET ANALYSIS
    a. Market Segmentation
    b. Commonwealth of Massachusetts
    c. Existing Medical Market
    d. Market Assumptions and Consumer Patterns
    e. Potential Market Value
    f. Projected Client Base
    g. Competitive Advantage
    h. Rosindale Specialized Concentrates
    i. Potential New Markets

VII. ORGANIZATIONAL STRUCTURE
- a. Four Twenty Industries Co. | Parent Company
- b. Four Twenty Industries Co. | Manufacturing and Cultivation
- c. Rosindale Extracts | Manufacturing
- d. Beantown Greentown | Recreational Delivery Service

VIII. FOUNDERS & MANAGEMENT TEAM
- a. Business History and Experience Narrative
- b. Founders
- c. Management Team

IX. INDUSTRY & COMMUNITY PARTNERSHIPS
- a. Strategic Partnerships and Industry Alliances
  - i. New England Veterans Alliance
  - ii. Massachusetts Grower Advocacy Council
- b. Cannabis Events and Public Relations
  - i. The Harvest Cup
  - ii. Cannapalooza
  - iii. New England Cannabis Conference
- c. Local Delivery Services and Specialty Products
- d. Community Affiliations and Service Efforts
  - i. Educational Initiatives and Just Say Know
  - ii. Community Education and Cultivation Course
  - iii. Grow Knowledge by Dr. Fire
- e. Non-Profit Organizations
- f. Trade Organization and Advocacy Affiliations

X. SALES & MARKETING
- a. Branding
- b. Social Media Influence and Outreach
- c. Retail Mixed Management and Branding Strategy
- d. Customer Service and CRM Technology
- e. Print Advertising and Digital Press
  - i. High Times
  - ii. 1000 Watts Magazine
  - iii. Sensi Magazine

XI. SITE DETAILS & LOCATION

XII. STARTUP ACTIVITIES
- a. Cultivation Training and Coursework
- b. Future Planning for Operations and Compliance

c. Track and Trace

XIII. FINANCIAL OVERVIEW

a. Financial Forecast
b. 5 Year Financial

EXECUTIVE SUMMARY

Four Twenty Industries Co. currently exists within the soul of the Massachusetts cannabis community. One of our founding mission statements was to unite a community of like-minded people all focused on providing only the best quality products. We have strategically worked to position our advocacy brand "Beantown_Greentown", as one of the leaders within the local business network. Beantown_Greentown (BTGT) has established a measurable following that exists as our proven loyal customer base, proud to wear our clothing, participate in our events, and be part of our membership club. Our community of fans and customers wear our gear proudly and help represent our mission physically wearing the BTGT hearts on their sleeves. Our goal is to deeply root ourselves further into this community and push our sustainable cultivation systems that support and produce the highest quality cannabis available.

The FourTwenty Group has been relentless in its quest to secure our foundation within the MA cannabis marketplace. Within the last year, we signed our temporary lease agreement for our facility. We have held two community outreach meetings in our local area of operation. We have secured a Community Host Agreement with the city of Lowell. Just as importantly, we are completing the application process with the Massachusetts Cannabis Control Commission. Our group has been 100% funded by our leadership team, our grassroots apparel operation and our community outreach programs.

As our team continues down the path as one of the most recognizable Boston area cannabis leaders, we remain true to the founders' core belief: encompassing a market of loyalists with our progressive branded apparel, educational workshops, holistic uses, craft cultivation, and our outspoken advocacy. Our home-grown appeal transcends just our name and into our own genetic line. We have created a line of "local" strains and market them toward this region. Strains that we have bred ourselves include: ***Boston Massacre*** (Paki Hash Plant X Afghani Hash Plant), ***617 Haze*** (SuperSilver Haze X Maple Leaf), ***Wicked Pissa*** *(Sour Tangie X Girl Scout Cookies),* ***Mutt Bomb*** (Raspberry Kush X Gorilla Bomb) and the ***Jway*** (Skywalker OG X LA Confidential x NL). We don't just "claim" Boston, **we are Bostonians** raised locally and have been true to our city with every word we speak. The Beantown Greentown brand has made its mark and is here to stay.

To fully explain the Beantown Greentown movement, we must understand the new recreational marijuana landscape. Currently, while most cultivators and manufacturers are struggling to obtain licensing and secure their position in the market, Beantown Greentown has been building its reputation and community presence for two years. BTGT has formed a base of loyalists and a demographic that is ready to buy our products immediately. When BTGT rolled a 100-foot joint, we garnered millions of social media and press impressions on a global scale.

MEDIA ATTENTION: 50 Million Impressions

- ***March 2017:*** *High Times Cannabis Publication- Online write up.*
- ***May 2017:*** *1000 Watts Magazine- ½ page write up about our community outreach Grow Knowledge*
- ***October 2017:*** *Dig Boston- Article about Master Grower (BTGT) vs first-time novice grower*
- ***December 2017:*** *100 Foot Joint Media coverage*
- ***Associated Press*** *= National online coverage*
- ***NEWS - National TV Coverage*** *= Evening / Afternoon Network Spotlight*
- ***Online*** *video, social media and blog content spread across 31 countries*

- ***January 2018:*** *Boston Magazine Online - #sessionssmokeout - Coverage of Jeff Session's Smokeable Joint*
- ***January 2018:*** *1000 Watts Magazine - 4 ¼ pages of editorial coverage*
- **April 2018:** Fox 25 Boston - Marijuana Spotlight featuring (PTSD Treatment)

On a local level, BTGT supports grow-shops with promotional events bringing hundreds of our fans eager to wait in line to patronize the grow shop. The business's apparel line is now worn by thousands of local and national fans extending our presence and recognition on a massive scale. We have succeeded in creating the strongest Massachusetts marijuana brand with minimal capital by utilizing our unmatched marketing and growing skills. This new marketplace will soon require brand loyalty and awareness for any business that wants to survive the inevitable over saturation and big-business presence. BTGT will leverage its brand presence and remain Massachusetts' most recognizable craft cultivator and producer of quality products.

In the words of one of the most influential people in Boston History, "Beantown will be a Greentown." - Former Mayor of Boston, Thomas Menino

VISION

Our vision is to work in partnership with our neighbors, community, and local elected officials to create a promising economic environment that encourages diversity, financial opportunities, and neighborhood support through our operations. With a licensed micro-business, our proposed facility will include a cultivation warehouse, manufacturing center, and delivery service providing safe, effective, and consistent products. With our local experience, dedication to community, and professional knowledge, our team can provide the metro Lowell and greater Boston area with locally sourced products, cultural brand apparel, and support for the home grower. As we move forward into the recreational legal market, our team will continue to illustrate why BTGT dominates the local connoisseur market, as well as being a top brand in all of Massachusetts.

MISSION

FourTwenty's flagship brand Beantown Greentown was founded to promote the use of recreational cannabis while passionately providing safe products to the Massachusetts market with a true dedication to plants and people. Our mission is accomplished by providing being good outstanding citizens and prominent business owners. We strive to make our product affordable and obtainable to anyone who is need. We do more than just grow and produce products. BTGT provides club memberships focused on sustainable cultivation practices, and creating an environment for a healthy retail market. At every turn, we will aim to separate ourselves from the big-business operations that will flood the Commonwealth and show our customers why our personal approach to the plant and the community is good for all.
Furthermore, our plans for contribution to community wellness may also be served through additional non-profit gifting, supporting affordable housing initiatives, and living wage job opportunities for residents and area natives.

SCOPE OF OPPORTUNITIES

The Bostonian Way

Beantown Greentown has taken a different approach to our business by building a brand using community, education, and advocacy to lay the cornerstones for our legacy in the recreational cannabis market. This "hit the ground" / Guerilla Marketing approach is has proven to be a successful strategy. We call it "The Bostonian Way" because we do what it takes to make it work. This city has rejuvenated itself since our youth to blossom into a global leader. We watched the "combat zone" become a hipster hang out, we saw Fenway Park at its lowest, we tore down the original Garden, and we now pave the way in the Northeast for cannabis leadership. Boston's rich history gives us great perspective and hope charging forward in education and technology. The cannabis industry will thrive in this state and exceed many expectations of what is possible. We wish to help that momentum and lay the groundwork for a vibrant community. Below we have a quick hit list of successful community outreach events we have achieved over the past couple of years.

- **Grow Knowledge -** 6 Signature Beantown Greentown educational experiences partnered with The Boston Gardner in Roxbury MA
- **Community Cup** - Our own home-grown cultivation event with free seed giveaway at U-GROW, Brockton (250 people participated for free seed giveaway)
- **100 Foot Joint -** The Harvest Cup allowed us to roll a one-hundred-foot joint at the first ever cup in December 2017. The promotion went viral with Global Coverage and millions of impressions. Google: "100 Foot Joint"
- **NECANN** - Boston's Largest Cannabis related Tradeshow usually Mid-March. 2017 and 2018 booth space
- **NECANN - Rhode Island** - Guest Speaker, "Home Grown Set Up – Basics
- **Home Grown Boston participants** - Local events focused on cannabis education
- **Summit Lounge -** Locally based cannabis club allowed us to participate in a trim party
- **Reliable Bud** - Participated in monthly private venues with vendors and guests

Local Tax and Financial Benefits

In the new cannabis market, many towns are asking for more than the state requirements for taxes. Lowell has agreed to set the state minimum with a three percent direct tax to the city, and an additional one percent tax that is paid to achieving the "Leadership Rating" donated to Social Equity Training and Technical Assistance funds. The BTGT business plan supports other local educational and socio-economic programs targeted at drug awareness, harm reduction, and youth development programs. The financial benefit to our business is that we are held to this 4% tax and no more. We have strategically targeted one license type primarily for the opportunity of delivery. We believe that delivery is a key niche in this marketplace and we hope to gain the ability to add this B2C component to our business model.

Cornering the Delivery Market

The Cannabis Control Commission has detailed their plans to roll out delivery regulations within 2019 and will be giving micro-businesses the first opportunity to apply and obtain delivery licenses. BTGT will be poised to apply and begin delivery at the first opportunity, furthering the accessibility of the product and reach of the brand, all while creating a direct to consumer opportunity to maximize profits. BTGT will be focused on preparing itself with an advanced direct to consumer marketing strategy using our social media platform. Our goal is to work closely with a digital technology group to build efficient

dispatch and pick/pack warehousing, integrated accounting/crm/mrp software, to satisfy the demands in our local area.

Economic Revitalization and Jobs Creation

Paired with the trend of prospects for tradespeople like welders, farmers, and artisan cannabis entrepreneurs in growing demand, this allows the company to remain confident about encouraging diversity of thought, background, and personal experience. In addition to the town tax benefit, our business model is scheduled to hire 12 full-time employees over the course of the next five years. This includes four full-time salaried positions in addition to hourly wage employees. BTGT anticipates establishing strong relationships with town officials and taxing entities to help revitalize the community with environmental cleanup, water treatment programs, and agricultural education.

Intern Development and Training Programs

Deriving from a deeply personal objective, BTGT's community service supports projects that will have the ability to prioritize diversity among cannabis businesses by offering intern development to identify transferable skills and on the job training programs. While low unemployment and a strong job market are exacerbating the already growing skills gap without an increase in competent workforces, there currently exists an unparalleled opportunity to encourage community redevelopment and educational programs for the new and existing legal cannabis industry participants.

PRODUCTS & SERVICES

Four Twenty Industries Co. (FourTwenty) & BTGT have had their finger on the pulse of Massachusetts recreational cannabis consumption for the past two years through networking and social media following. Our understanding of what the connoisseurs demand is unmatched. We will provide the most in-demand flower and products from day one, and set the trends with product offerings, packaging, and extraction process. New product development will drive these trends, and FourTwenty will reward our customers with exciting product offerings on a regular basis. We care about our cannabis communities has to say, and we plan to deliver the best possible products we can.

Products

Four Twenty Product Line

FourTwenty will be the price point offering for a full line of cannabis and hemp products. Every product will have unique FourTwenty designs, characteristics, and packaging. This product offering is meant to help satisfy the price point for all retail locations. We are offering this "house" brand to set base level sales goals and target competitive MSRP to help drive brand awareness in the market.

Product Offering: Vape Cartridges, Rosin Concentrate, and Flower PreRolls

Sample of Cartridge packaging. Compliant with MA regulations.

NOTE: Example packaging - only brand names and logos will used, no slogans and or marks that are not compliant with 935 CMR 105(4)

<u>BTGT Premium Flower</u>

Beantown Greentown has been breeding and selectively defining our flower line for the past two years. Our future flower line will consist of a variety of popular and privately bred cannabis to include:

- Sativa
- Indica
- Hybrid
- CBD

BTGT Premium Flower Genetics include

- Boston Massacre / 617- Haze / Mutt Bomb / JWay / Wicked Pissa

Image: This box is a mockup of a High-End specialty product offering we are calling the “Black Box”. Designed much like “Metallica” black album or JayZ’s unforgettable “black album”, this packaging will be sought after with rare releases of our prospect line. The black on black color scheme with glossy against matte finish, sets this box up for a truly classy and mysterious appeal. Products included will consist of a 1/8th flower offering, custom rolling tray, custom lighter, custom papers, sleek glass tips, and stickers, making this the perfect weekend supply box for any craft cannabis enthusiast. The faithful company slogan “More Weed Less Greed”, will NOT be used on packaging. This is a design sample for proof of concept.

Rosindale Specialized Concentrates

Beantown Greentown will be introducing the Rosindale Extracts brand which primarily focuses on high-level Rosin, mug run Co2 extraction and specialized distillate cannabis oil. Our proprietary oil blend includes a mix of naturally divided terpenes to provide an optimum vaporizer cartridge oil.

Current offerings will be filled in .5- and 1-gram units including but not limited to these following strains:

- Beantown OG / Wicked Pissa / Jway / Lemon Haze / Blue Dream / Sour Kush / Mimosa / Sour Diesel / Pineapple Express / Sour Tangie / DoSiDos / King Louie and many more.

H.E.R. Cannabis: Female Branded Product

To complement the full scope of the FourTwenty Industries offerings, FourTwenty plans to offer a female specialty product line called H.E.R. Cannabis. H.E.R. (Herbal Everyday Remedies) is focused on providing a premium line of the highest-level cannabis, mixed with a flavor-infused pre-roll that is color matched and packaged to represent the true Goddess and Queen of today. The further extension of this line will include cannabis e-cig technology along with beautifully colored and packaged products.

Services and Events

Because we aim to lead by example, we will be hosting various educational workshops, vocational training, rehabilitation seminars, extracting classes, and other opportunities to share our knowledge and resources with our customer base and the community. We are currently developing a home-grown educational event platform known as "HerShish", focused within a private home setting. These events will help educate women on the use and the benefits of cannabis and CBD. We have found that the consumer market is uneducated in dosing, strain types, hemp/cannabis plants, home growing, and the stigma attached to the use of cannabis with children present. This series of events will help teach parents and women that it's ok to medicate in a safe and responsible manner. Our goal is to expand the platform beyond just one home and further reaching more community members with branch-off events in other members' homes. When appropriate, we would like to see this style of event become community-based and extend to local community centers and schools.

Social Engagement Through Industry Events

As trusted providers and advocates for cannabis through the recreational cannabis world remaining engaged with our current local members together with new audiences is an integral part of our business model. We aim to continue reaching a variety of demographics throughout our service area to include all genders, creeds, ethnic backgrounds, and socioeconomic levels. We will continue with our home-grown cultivation events, our community cup events, and building a new series of educational events focused on consumer education. We believe that it is everyone's right to have safe access. We also strive to provide adequate information about general dosing, effects, strain info, cannabis/hemp, and a myriad of other related topics. An educated consumer is a happy consumer.

Wholesale and Retail Pricing

The current FourTwenty Industries Co. pricing structure is heavily supported by our vertically derived models of cultivation, manufacturing, and delivery operations. Our micro business type allows us to work within the same licenses and facility, maximizing space and productivity. See the quick overview of pricing and assumptions below.

Flower Pricing:

Wholesale price per pound: $1250 - $2400 (Or higher depending on the market demands)
Retail: $10 - $20/Gram

BLACK BOX (premium box includes branded glass jar, tray, papers, lighter, glass tips and stickers)

1/8 of premium Flower: $150
1/4 of premium Flower: $200

Rosindale Concentrate Pricing:

Wholesale price: .5-gram units: $2000 p/100 units and 1-gram units: $3000 p/100 units
MSRP: .5-gram $30 - $45 p/cart and 1-gram $50 - $60

PreRoll Pricing:

H.E.R. Cannabis Premium Female Focused PreRolls: $10-$15 p/unit Wholesale (Listed in Table of Contents as: "H.E.R. Cannabis Pricing
FourTwenty Pre Rolls: $8-$12 p/unit Wholesale

Projections

- *Estimates in Yearly Production (Numbers are reflected in 5Y Proforma)*

200,000 watts. The average yield we set is between .**85 - 1** gram per watt used. Once the facility is running at the maximum output, we feel each room will produce **5.5** cycles per year. Based on that assumption, we can estimate a yield of product between **2000 and 2500** lbs. per year. The estimated income potential on a low end is **2.5 M**, and the high end would be **6M**. (Our pro forma reflects a plan for the division of flower for processing and delivery vs wholesale sales)

Within our facility, we will be cultivating **5,000** sf canopy in 4 rooms allowing us to use upwards of 2400 lbs per year.

Concentrate processing: Micro Business allowance purchase of **2000** lbs. of cannabis trim p/year is estimated to yield approximately **40 liters** if THC oil. (Assuming a 2% yield) From that 40 liters, we plan to produce **50,000** cartridges being sold at a wholesale price of **$20-30** p/cartridge. The estimated sales opportunity of the **50,000** units ranges from **1M - 1.5M**.

Rosin production for wholesale: Assumption - **442 lbs.** of bud heat pressed for Rosin with a **15%** yield total a **66 lbs.** return. **66 lbs.** sold by the gram total an estimated **$890,000**

We have estimated a "costs of goods sold" to be roughly 1.4M each year. These numbers and percentages are further reflected in our Proforma chart provided in this packet.

Use of Funds

FourTwenty is actively seeking support for the capital to secure the buildout requirements and one year of operational expenses. The breakdown of estimated build-out costs, expenses and overhead are detailed in the Proforma that is attached. A quick look at the numbers with a general scope of costs is provided below.

- Estimated Build Out Cost: 1.5M
  - Architectural design planning and layout
  - Demo / Construction / Equipment
- Estimated Cost of Goods Sold: 1.4M
  - Electrical / Water / HVAC costs
  - Labor / Storage / Packaging
- Estimated Operational Cost: 1.2 M
  - Employee's / Payroll / Licensing / Legal
  - Banking Cost / Security / Administrative
  - Insurance / Professional Service / Lease

- Total one year operational costs: 4.1 M

Collaborative Integration for Micro-businesses

Not only do we have a competitive advantage with our pricing structure, but also can produce the most cost-effective manufactured products by creating these products from our own flower. This will allow us to maximize our ability to be financially sound and sustainable for the future of the adult use cannabis market, while other non-vertically integrated manufacturers will need to buy their flower from outside sources. This specialty license type also allows us to produce products that most large chain suppliers cannot. Example: Small batch rosin, specialty flower run oils and concentrates, one-off strains of exotic flower.

MARKET ANALYSIS

Assuming a relatively stable medical market with small increases in the initial 2 - 3 years after adult use comes into play, consumption patterns are expected to have small fluctuations but remain stable. However, the price of the flower will likely continue to fall for most markets with a fractional exception for the connoisseur organic flower testing at high potency levels. Our team will also work to collaborate with OEM label branding and other possible wholesale contracts. Leveraging the existing brand and following will serve to weather these fluctuations and over saturation. Executing strategic partnerships will ensure our opportunities stay fresh and open for potential collaborations and specialty products.

Market Segmentation

FourTwenty Industries Co. will serve the adult recreational market with an emphasis on manufacturing and cultivating medical grade products. Our cultivation practices, along with our plant genetics, allow us to speak on behalf of the consumer looking for full organic soil grown flower, and all-natural triple-distilled oil for cartridge use. We plan to be in the center of most sections of the townships we enter. Our brand can also be licensed or duplicated in segments already existing, allowing us to take advantage of our lifestyle brand in a more mature market space.

Commonwealth of Massachusetts

In 2008, the Commonwealth of Massachusetts followed the national trend to begin the decriminalization process for legal cannabis. Since that time, the Commonwealth has supported legalizing cannabis for medical use in 2012 and in 2016, the ballot issue #4 for recreational cannabis passed with strong voter support. After months of deliberations with state legislators, the creation of the Cannabis Control Commission (CCC) was finalized. Currently, the CCC has opened recreational permits and licensing with anticipated issues dates before the end of 2018.

Existing Medical Market

Early applications for recreational licenses have been granted to medical facilities already in operation, along with economic empowerment applications for individuals affected by the war on drugs. This priority certification was given to help support the businesses already open, but also to those most affected by the criminalization of the past.

Included below are the figures for the cannabis business landscape as it currently exists and reflects the following demographics for all areas of Massachusetts: as of May 2018.

Category	Number
RMD Currently Open for Sales	24
Active Patients	48,265
Active Caregivers	5,501
Registered Healthcare Providers	241
Active Healthcare Provider Certifications	52,979

While we can safely assume some of our target market information, demographics, and projected growth, we've included the figures below to illustrate the vast opportunity for favorable market assumptions.

Basic Information : Population

- The Commonwealth of Massachusetts has a population of approximately 6-million residents.
- Lowell is the 4th largest metropolitan in The Commonwealth of Massachusetts
- Currently, approximately less than 2% of the overall population in MA is registered with the Department of Health for eligible purchase or receipt of a medical marijuana certificate.
- This number is anticipated to reach 94,000 by the end of the fiscal year 2022.

Market Assumptions and Consumer Patterns

From the data we've gathered within our market research and outreach, we've been able to extrapolate some basic information regarding consumption throughout the state.

- The average qualifying client consumes:
  - An estimated one-half gram of flower each day; or
  - 150 milligrams of cannabis concentrate each day; or
  - A combination of the two each day
- In the Commonwealth of Massachusetts, this equates to a weekly consumption total of:
  - 84,000 grams of dry cannabis flower (186 pounds)
  - 25,200 grams of cannabis concentrate

To meet the existing market demand for cannabis concentrates, an additional 225,000-275,000 pounds of dry cannabis flower will need to be cultivated and processed appropriately

Potential Market Value

Basic Information: Biennial Revenue - 2018

- The average qualifying patient will:
  - Spend approximately $60-80 per visit; and
  - Will visit a retail store once a week
- Total Annual Revenue, therefore:
  - $ 88,119,720 for dry cannabis flower
  - $ 11,329,656 for cannabis concentrates
  - $99.5-Million total revenue, 2018

Basic Information: Biennial Revenue – 2020

- The average qualifying patient will:
  - Spend approximately $60-80 per retail store visit; and
  - Will visit a retail store once a week
- Total Annual Revenue, therefore:
  - $ 224,282,448 for dry cannabis flower
  - $ 28,836,340 for cannabis concentrates
  - $253,118,791 total revenue, 2020

Basic Information: Annual Revenue - 2022

- The average qualifying patient will:
  - Spend approximately $60-80 per retail store visit; and
  - Will visit a retail store once a week
- Total Annual Revenue, therefore:
  - $ 342,506,580for dry cannabis flower
  - $ 44,036,564 for cannabis concentrates
  - $386,543,148 total revenue, 2018

Basic Information: CO2 and Distillate

- 1 Liter of Premium Distillate = $9-14,000 Wholesale Value
- 1 Liter Net Cost of Production = $4,000 (net)
- 1 Liter broken down in 1,250 Cartridges = $31,250 Wholesale Value
- 1 Liter Gross Cost of Production 1,250 Cartridges = $7,500 (gross)

Projected Client Base

FourTwenty Industries Co. intends to maintain an intensely loyal customer base for the initial 3 - 6 months of operations as we continue to build our market and client base. We have secured verbal commitments with other recreational retail locations in efforts to pre-sell our product into the up and coming storefronts. We have also formed alliances with a couple of Registered Medical Dispensaries with intentions of selling into their recreational facilities when they become approved and open for business. Due to the current tentative nature for any operations getting up and running for the new adult use consumer, our goal is to move at the pace of our community markets, together with the coordination of our local, and state governments. Serving the needs of our immediate neighbors and businesses will remain our focus for the initial year.

Competitive Advantage

1. Our FourTwenty presence in Lowell would put us in position to be one of two operating facilities. Lowell's current population is estimated at roughly 975,000 people, making this area one of the most densely populated metros North of Boston. Currently, with only one open Medical Dispensary in the city, we are planning and waiting to be the second business.
2. Our products are already known to the Massachusetts community. We have spent 2 years marketing and promoting the Beantown Greentown name along with our other offerings.
3. Trusted Brand. Our community outreach and educational events have gained the eyes and ears of many loyalists.

4. Lifestyle. Our brands are viewed more as a lifestyle product and a premium based product over our new startup. We have sold over 1,500 pieces of apparel locally and given away more than 10,000 stickers.
5. Market Penetration. Our hard work has earned us the benefit of many retail locations asking us for pre-order sale opportunities. Our goal will be to presell all inventory in advance of the product even being produced.

Potential New Markets

Creating new genetics here is Massachusetts is a large component of our drive within the cannabis industry, both locally and nationally. Our cultivation operation incorporates future planning for clone production and our home-grown genetics line that could be available in seed form as well. Plans to develop and create a full spectrum CBD product with the acquisition of several heirloom strains will also assist to create one of the most powerful and health beneficial CBD strains in the market.

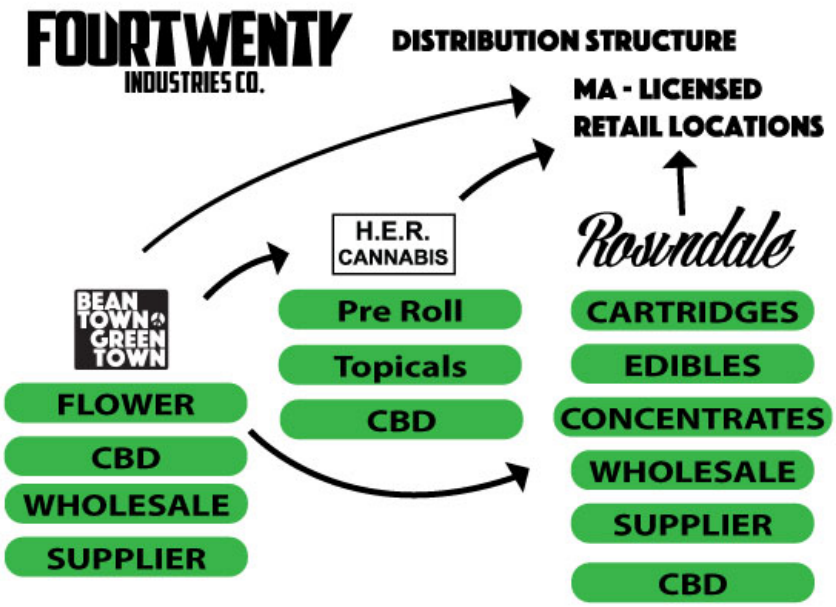
Along the same pattern of growth mirrored with FourTwenty Industries, Rosindale will also benefit from the development of CBD heavy strains to utilizing the flower, trim, and full plant harvest to extract the full spectrum distillate and ancillary product lines. Complimenting a THC line with the benefits of CBD allows us to run two very different categories simultaneously. Furthermore, our sales and marketing team are constantly updating and creating new brands and market opportunities within the categories of beverages, accessories, and cultivation in 2019.

ORGANIZATIONAL STRUCTURE

FourTwenty Industries Co. has established three primary components to execute the vertical model for cultivation, manufacturing, and distribution to operate within one Micro Business entity.

Four Twenty Industries Co. - Parent Company

This entity will license the brand's name for operational use to the FourTwenty Industries S-Corp. FourTwenty Industries Co will be maintained by a separate entity creating the legal separation between the three businesses. FourTwenty Industries Co will be the micro-business entity responsible for the day to day operations of the micro-business.



FourTwenty Industries Co. | Cultivation and Manufacturing

FourTwenty Industries Co. exists as the central nucleus of the operations with the main cultivation practices focused on using organic based nutrients along with additional proprietary techniques to ensure a premium result. Because our organization begins and ends with premium quality flower, our cultivation experts specialize in growing a variety of strains derived from homegrown genetics, original classics, and rare exotics. Both our operations manager and head cultivator possess a strong belief in soil-grown cannabis to generate the most superior terpene profiles, fragrance, and potent offerings. Therefore, we can stand confidently behind our quality and methods, in addition to our pricing model. As we expand the FourTwenty operations, our team anticipates moving from a pot based growing style into a more commercially viable tables and beds system with automatic watering capabilities. As our current operation exists, we will meet all state regulations and requirements for the 5,000-sf canopy of the Microbusiness license. FourTwenty will also brand and distribute its own line of manufactured goods. This set standard of FourTwenty offered goods will be a benchmark to help justify a price point specific to the market.

Rosindale Extracts | Manufacturing

At the NECANN Cannabis Convention in March 2018, our group launched its extract line known as Rosindale Extracts. Over the past 8 months, our founding members and lead extractor have been dedicated to fully understanding the extraction processes derived and developed from the California marketplace. After constructing a formula for vaporized oil and creating recipes for beverages and edibles, we are now branching into a newly designed, full spectrum line of CBD products. This product knowledge and recipe building, coupled with multiple prototype testing, allows for a dynamic and comprehensive offering when the retail store doors open. By producing the highest quality and freshest concentrate in the New England area, Rosindale will position itself as a supplier to other brands looking to fill cartridges and position product.

Rosindale Extracts LLC serves as the manufacturing division to the FourTwenty licensed micro-business and will dedicate focus on production of premium level distillate utilizing our specialized, triple distilled technology. We offer an exclusive line of premium cartridges and flavors which reflect several price points for the adult use marketplace. Additionally, our future development plans anticipate serving other companies as a supplier of premium branded cartridges, including white labeling options and exclusive contracts.

Beantown Greentown | Specialty Branded Flower and Recreational Delivery Service

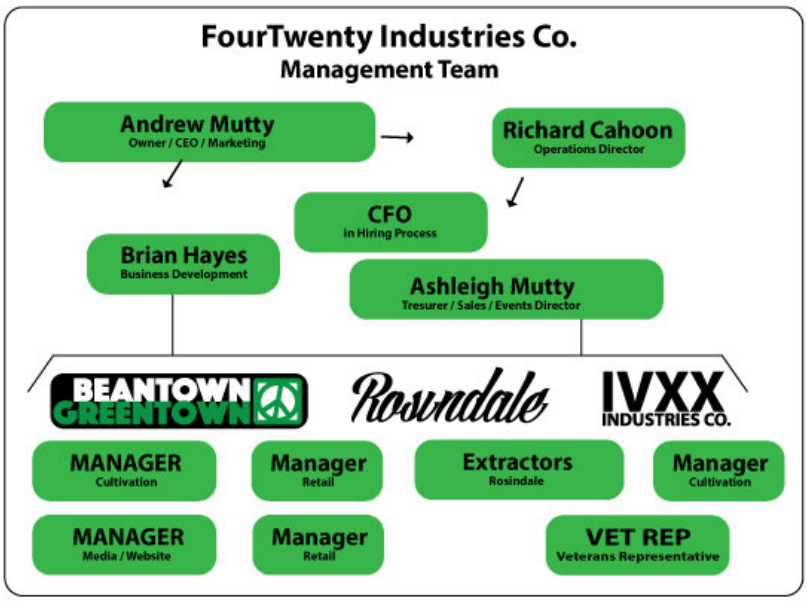
Beantown Greentown is the premium offering of the FourTwenty growth canopy. The top-level flower will be prepackaged and sold in premium kits including papers, rolling tray, lighter, and glass tips. This premium offering will be sold to recreational retailers, and also sold through the delivery service. The delivery service is modeled around making our products available to all and incentivizing convenience-based purchases. Centered around balance and wellness, our key focus includes high-quality products offered from a value-based price point. By keeping our focus on customer service and product knowledge, our team can provide a product for each client specific to their personal needs. BTGT delivery will offer a full line of specialty flower, Rosindale concentrates, H.E.R. Cannabis PreRolls and other products with an emphasis on market trends with strategic service locations.

FOUNDERS & MANAGEMENT TEAM

Business History and Experience Narrative

We are gardeners at heart, so working with the community to build an interactive community garden makes a lot of sense to our initiative. Our well-known group Beantown Greentown was founded in the summer of 2016 when two childhood friends, *names*, came together over their shared love of cannabis cultivation. After nearly a decade of working the corporate ladder, both founding partners reconnected after sharing a family secret for the home cultivation that started the beginnings of the company. From that moment on BTGT was formed.

Since that time, the two partners have worked tirelessly to streamline their collective 20 years of growing experience to produce one of Boston's first go-to Facebook followings to share and learn about growing. Today we stand strong with close to 50 people directly connected to our network as family, neighbors, friends, and an army of like-minded individuals.



Founders

Andrew Mutty | Founder
Andrew Mutty is a Co-Founder of Beantown Greentown and spearheads the leadership of the brand. He has a Bachelor of Arts Degree from Massachusetts College of Art and received a Distinguished Alumni Award in 2014.

Mr. Mutty began his marketing career working for a manufacturer in California with Flow Sports, a leader in the hardwood *(industry?)* sector. His work at this brand labeled him as one of the most valued contributors to the industry with a Team Manager award by Transworld Snowboarding in 2005.
In 2009 Andrew decided to venture off and work for himself exploring branding and marketing. His passion for his work aligns him with branding giants including NIKE, ROCKSTAR Energy Drink, ESPN, ABC Sports, and many more. His ability to speak to the audience is what makes him invaluable in his work. From a young age, Andrew's attraction to cannabis has led him all over the world in search of access to the plant. He spent a month in Europe visiting Amsterdam and Switzerland developing an understanding of the market. He ventured to British Columbia in search of a North American cannabis solution. He has grown cannabis locally in MA since he was a teenager and now returns to help bring the market a truly Bostonian feel.

MANAGEMENT TEAM

Although the company can be expected to adapt as needed, we anticipate our current organizational structure will be reflected as illustrated in the chart attached. The roles are divided into several broad categories that include, but may not be limited to:

- Owner / CEO
- Lead / Director of Cultivator
- Operations Management
- Cultivation Manager
- Operation Supervisor
- Full Time and Part Time Propagation Assistants
- Inventory Management and Quality Assurance
- Compliance and Safety Officer

While these are relatively general classifications, it is important to keep in mind that structuring with the flexibility to pivot allows the business to adapt appropriately with potential market and legislative changes. Our commitment is to maintain a structure according to local and state requirements, in addition to staying focused on our company goals.

Brian Hayes | Business Development

Brian Hayes is a growth-focused small business leader with track record of driving EBIDTA by improving operating performance and cultivating new sales. With both hands-on P&L leadership experience and consulting roles, Brian is passionate about achieving results and uniting teams. Having bona fide and credible expertise in leading and executing sales and marketing strategy, Brian will influence growth generating significant value by quickly and accurately assessing situations, forming data-driven, fact-driven, and experiential-based opinions. Brian has already established some key relationships in the Massachusetts cannabis marketplace.

As a small business owner, Brian established trusted relationships and partnerships with key business leaders encouraging best practice in sales, marketing, and operations while focusing on positive outcomes. His mindful approach to the environment and our health creates a wonderful synergy with the BTGT mission of passionately providing cannabis products to the Massachusetts market with a true dedication to plants and people.

Richard Cahoon | Operations Director

After graduating High School in 1993 and working several jobs thereafter, Rick took a General Manager position at U-Haul. The job demanded much different leadership and organizational skills as well building many relationships with surrounding businesses and communities. In 2001 he ventured into owning and operating his own mobile automotive refinishing business serving multiple high-end car dealerships that he still serves today.

Rick joined Beantown Greentown in late 2016 and immediately impacted member relations, planning and executing club events, and aiding most daily operations. With his strong managerial skills and passion for cannabis, Rick brings value and education to our brand and is a highly respected member of our team.

Brian Barrett | Tresurer

Thirty plus years of Business / Sales development expertise in product / consumer sales / marketing associated too Retail, Real Estate and consumer products. Self Employed / Skilled n start-up ventures (personally & professionally);

Skilled in developing and implementing operational plans required to establish and maintain new start - up business ventures. Expertise associated with All areas of RE / New business procurement, negotiations and financing / investor opportunities.

INDUSTRY & COMMUNITY PARTNERSHIPS

Strategic Partnerships and Industry Alliances

New England Veterans Alliance

The New England Veterans Alliance (NEVA) focuses on helping veterans gain access to medical marijuana education, doctor recommendations, and assistance in making connections to meet the unique needs of veterans in New England. Beantown Greentown has partnered to help the NEVA group offering monetary donations including clones, and other cannabis products. Our shared goal of engaging the veteran community and collaborating to host outreach initiatives allows us to expand our reach while giving directly back to our home base.

Furthermore, our Veterans Representative, Justin Luccio works closely with NEVA on behalf of Beantown Greentown to engage veterans and assist in increasing their representation as members of our *IVXX grow club.* Mr. Luccio served in the infantry battalion of 1st Battalion 8th Marines in Iraq. He also assisted in the humanitarian relief efforts after Hurricane Katrina. After his service with the Marine Corps, he was diagnosed with PTSD and depression which he treated with medicinal marijuana and has since credited the plant as a saving grace in his life. He is now serving as our lead educator and outreach director responsible for educating veterans on the options available to them outside of pharmaceutical medications. With his first hand, deeply personal experiences with cannabis as a veteran, he is the perfect liaison for Beantown Greentown to engage this community.

Massachusetts Grower Advocacy Council

The MGAC works towards responsible legislation surrounding the medical and personal growing, processing, and innovation throughout the cannabis and growing community. Our efforts to support this council include individual and group fundraising in addition to personal and business donations. Our team members have also participated on many levels within the organization, including providing cultivation advice and subject matter expert opinions at multiple board meetings.

Cannabis Events and Public Relations

The Harvest Cup

The Harvest Cup is the premier New England cannabis competition for the best-grown cannabis products from across the state, attended by hundreds of guests, judges, and cultivators to feature their best products and services, on top of bringing new brands to market. This expo features some of the most well-known cannabis industry speakers, live demonstrations, and ancillary product vendors. As first-year participants, Beantown Greentown created the largest event spotlight by attracting global coverage across 31 countries with our World Record 100-foot joint. By cross-marketing with the founder and sponsors of this international event and marketing the BTGT brand, our team will be able to further gain traction by continuing to remain a *public* prominent name for local cannabis in Massachusetts.

Canapalooza

To celebrate one of the largest national cannabis holidays of the year on April 20th, the BTGT group teamed up with Shine 24k Gold Papers for the Canapalooza 2017 industry event in Somerville, MA. Our teams joined together to roll a joint shaped like *Jeff Sessions* and were quickly dubbed the #sessionssmokeout across social media followings, digital press, and local crowds.

New England Cannabis Conference

As a result of recreational cannabis becoming legal for the residents of Massachusetts, the NECANN 2018 convention has become one of the largest and most popular industry events in the Northeast. Featuring more than 200 local and national exhibitors, industry expert speakers, educational programs, and live demos, the event represents the single-largest gathering of outreach for marijuana programs in New England. It was in March 2017 NECANN Boston event held at the Hynes convention center that the BTGT brand officially launched. Since then, we've seen an ~~*XX%*~~ increase in followers, attracted further press, and captured more than 5,000 local customers in only 2 days.

Community Affiliations and Service Efforts

Educational Initiatives and Just Say Know

In partnership with the Students for Sensible Drug Policy, we'll be participating with the Peer Education program. This program seeks to empower students to analyze the relationship between drug policy and drug use by teaching them to recognize and address dangerous behaviors and unhealthy attitudes. SSDP has a unique perspective on sensible drug education and how drug policy and culture shape attitudes and behaviors. As Federal cannabis prohibition draws near to its end, sensible drug policy is more relevant now than ever. Together with our community, we hope to further the foundation for healing the damage from our failed drug policies and reflect on what values we hold about cannabis patients moving into the future.

Community Education and Cultivation Courses

BTGT offers social enrichment events focused on veteran alliance and will continue to initiate, sponsor, and support these same programs as we expand our footprint in the Massachusetts markets. Providing further support, we have modeled our community advocacy and education programs to prioritize assisting veterans and their families to learn more about the benefits of cannabis. Our team has authored and hosted many educational cultivation classes known as "Grow Knowledge" which also assists in getting veterans and local community members.

Grow Knowledge by Dr. Fire

To spread their mission even further BTGT has implemented a "Grow Knowledge" educational program hosted at Boston's only hydroponics retail store, The Boston Gardener. This series brings together the local growing community, cannabis enthusiasts, and other interested members of the surrounding area. Taught by our master cultivator, also known as Dr. Fire, participants engage in learning hands-on cultivation techniques, pest management skills, and nutrient blends.

With the community outreach education series that began in September of 2017, each event recorded attendance of almost thirty individuals per session with a curriculum based on the actual grow cycle, starting with an overall view and narrative for each cultivation topic. More recently, BTGT has partnered with the South Shore grow store U-Grow team to offer an intensive summer-long growing event named "MA Community Cup." The day of the seed giveaway the event saw lines of 150 people standing outside the grow store.

Non-Profit Organizations

MRCC - Massachusetts Recreational Consumer Committee

NEVA - New England Veterans Alliance

Trade Organization and Advocacy Affiliations

MGAC - Massachusetts Advocacy Council
The Harvest Cup
NECANN - New England Cannabis Conventions
Reliable Bud & Home Grown Boston

SALES & MARKETING

Branding

Outside of cross-branding and strategic partnerships, we also intend to connect with complementary businesses that have existing marketing channels and secure digital platforms to continue our momentum in our local markets. Using a variety of sales tactics and marketing strategies, our goal is to continue to sweep the state by increasing our following and loyalty utilizing:

- Social Media Marketing
- Testimonials
- Local Community Events
- Cross Brand Marketing & White Labeling
- Licensing Agreements

Social Media Influence and Outreach

Over the past two years, the @beantown_greentown Instagram account has acquired a substantial following of loyalists, advocates, and business support. Attributing their success in providing high-quality cannabis images, sharing their cultivation practices and marketing a lifestyle for social media audiences, we share a sentiment and aesthetic where clients and fans can truly connect. The initial several thousands of Facebook followers assisted to populate our current source of communication and allowed us to continue building an incredibly successful brand appeal. The most significant platform is currently our Instagram page where BTGT is steadily growing a global following and on track to attract more than 5K by the end of 2018.

Mixed Product Management and Branding Strategy

In order to differentiate ourselves in a soon to be flooded market of industry newcomers, our proven mixed product management approach which is determined based on local demand, brand appeal, and delivery method preference. Given how confusing it can feel for some of the newer members of our cannabis community, our goal in offering a tailored selection of local products helps to eliminate the Paradox of Choice conundrum that so many new cannabis consumers experience. By providing a known and trusted brand name, partnered strategically with other locally supported companies and products, FourTwenty will be able to stand apart from the melee of other vendors offering too many choices and lack of clarity without any differentiating value.

By clearly communicating our FourTwenty message with the BTGT / Rosindale / HER Cannabis brands, we're able to better serve our clients with higher quality options that boast clear labeling and high-end packaging. With this level of detail and focus to further promote our place in this market, we are also able to ensure great customer service with effects-based options the consumer can safely rely upon.

Customer Service and CRM Technology

FourTwenty will also take advantage of the latest technology, by offering direct purchase of cannabinoid products through digital and mobile app interfaces. Both methods will allow customer testimonials to better instill confidence in customers. All such digital purchasing options will feature bank-level security features in order to protect sensitive financial data and patient information.

Print Advertising and Digital Press

High Times Magazine

High Times is the definitive resource for all things cannabis. From cultivation and legalization to entertainment and culture, to hard-hitting news exposing the War on Drugs, High Times has been the preeminent source for cannabis information since 1974.

1000 Watts Magazine

1000 Watts Magazine is a medical cannabis publication that is for patients by patients. We share patient and caregiver experiences, perspectives on medical cannabis, current industry and advocacy issues, as well as many aspects involving patients' rights, legal issues, and alternative methods to medicate. By worked closely with this local publication, BTGT has been supplying content for many of the magazines' editorial pieces, including images, cultivation practices, and subject matter expert information.

Sensi Magazine

Sensi is a pro-cannabis publication and media group with regional monthly editions across the country in multiple legal cannabis markets. With a commitment to quality and dedicated to showcasing "the new normal" in the post-prohibition world, this lifestyle magazine appeals to a sophisticated audience of cannabis-curious readers. After being honored as Publication of the Year in the 2017 Cannabis Business Awards, the company launched editions Southern California with plans to expand to 60+ markets in the US. For the official issue release in our hometown Boston edition, the launch party very prominently featured BTGT as one of the premier sponsors and drew a crowd of over a thousand guests, vendors, and cannabis industry supporters. With our continued work to contribute in cross-marketing and advertising, we'll also be able to derive valuable press opportunities and public relation campaigns through magazines, paper, digital, and special events presence.

Additional Coverage

The following is a quick reference for the additional publications generating online content specific to the BTGT Brand. All links and data are available upon request.

Boston Globe, Boston Magazine, Metro Boston, Daily Mail (UK), 420 Magazine, Sensi Magazine, Huffington Post, The Cannabist, Telegram Worcester, Boston Herald, Berkshire Eagle, MassLive, Montreal Gazette, Winnipeg Sun, KCCI Des Moines, KETV Omaha, KMOV St Louis, Civilized.life, HERB.com, WESH Florida, WVTM Alabama, KSBW Monterey CA, KFVS Missouri, Fox 31 Denver, WDAM Wisconsin, Worcester Patch, CBS Los Angeles, NewLine, Review Journal Las Vegas, NY Post Now This News @nowthis

SITE DETAILS & LOCATION

We have acquired a 12,000 square foot facility zoned for LI (Light Industrial) and we currently hold an LOI for our lease which is in place until our provisional license is accepted by the Cannabis Control Commission and the State of Massachusetts. The site is in a small industrial park that sits behind a major shopping plaza to the west, other Light Industrial operations to the south, residential east and a mix of residential and LI to the North. Our facility has 300,000 kW/ph of solar that is agreed upon with the landlord to be used for the facility. The opportunity for future expansion is also very much possible in this site and the expressed interest in the expansion is agreed upon between both parties.

PROPOSED TIMELINE:

Proposed timeline for scheduled buildout and operational plans will be sold guided by the provisional licensing process. When a provisional license is granted we will begin demo of the facility and continue to install for final approval within 12 months. The following timeline is dictated within months to show the expected completion.

- Application submission
- 90 days / 3 months to acquire a provisional license
  - Finalizing architectural planning of space
  - Budgeting for equipment
  - Acquiring final capital to complete build out
  - Hiring contractors for specialty installations
- 9-12 month build-out process
  - Demolition of facility
  - Construction
  - Testing
- The 1-month window for final approval
- First seed planted within 12-15 months
- First product available for delivery within 15-18 months from applications submission

STARTUP ACTIVITIES

Although our schedule of anticipated first-year start-up activities remains an in-process item, our team is able to give a general outline of what to expect during our build-up and launch. The experiences our team possesses collectively builds a solid foundation of understanding with proven methods, repeatable process, and dependable plant cycles. Given the benefit of this knowledge, the applicant can implement a proven model for commercial cannabis cultivation in the greater Boston area.

Cultivation Training and Coursework

Because we anticipate the first quarter entering business as the build out and set up phase, the secondary emphasis is on staffing with local candidates, training, and determining best practices under compliance requirements. In the first six months after licensing, this includes, but may not be limited to initial recruiting, candidate review, reference checks, and final selection for hiring. The applicant will also require 40 hours of training, provided by a certified trainer.

This may include courses such as:

- Cultivation 101 (basic propagation training, skills, and required tools).
- Compliant Cannabis for Commercial Operations in Massachusetts
- Best Use Practices, Policies, and Procedures (business operations, inventory, and sales).

Future Planning for Operations and Compliance

Track and Trace

With the implementation of our point of sale and track and trace program, we'll be able to effectively capture all inventory to monitor recalls per lot and batch system, if and when needed. All items will be manually logged on template based, hard copy documents which are placed into the database. Inventory intake files for data entry are described in the record keeping section of this document. Further details regarding METRC and Track and Trace software will be referred to in the operating manual.

Additional assistance from the track and trace measures include:

- Recalls & Product Quality Controls
- Loss Prevention and Theft
- Management of Inventory Systems
- Purchase Order & Delivery Tracking

Further building and inventory standard operational requirements for a comprehensive security plan will also address:

- Facility Security, including site access protocols, delivery area security, and heightened security for restricted access areas.
- Prevention and Detection of Diversion and Theft, including the use of inventory tracking software and regular inspections.
- Incident Management and Emergency Response, outlining the response and reporting process personnel will follow during incidents.
- Personnel, training, and background checks; compliance with security protocols is a mandatory condition of employment.
- Shipping and Transportation, outlining vulnerable procedures are taking place as securely as possible.
- Supply Chain Procedures, describing how the company maintains security while selecting suppliers, vendors, and buyers.
- Video Surveillance and Lighting, explaining how all activity on-site at any time will be recorded.
- Alarm Systems, including off-site monitoring, passive alarms and panic buttons for on-site personnel.
- Power Failure Response, explaining how the site will remain secure without power.
- Cyber Security, outlining how the company will keep valuable records safe and secure.
- Maintenance Procedures, describing how the company will ensure security equipment always remains operational.

FOUR TWENTY INDUSTRIES CO.
POLICIES AND PROCEDURES FOR MAINTAINING FINANCIAL RECORDS

The CFO will be responsible for maintaining FourTwenty business records, any hard copies of which will be maintained on FourTwenty premises in locked, fireproof file cabinets accessible only to the CFO and other authorized personnel. Electronic files are backed up daily. All financial records will be maintained in accordance with Generally Accepted Accounting Principles (GAAP). FourTwenty will ensure that all business records are maintained in such a manner as to ensure accuracy and transparency and will clearly reflect all financial transactions and the financial condition of FourTwenty. Business records will not be accessible to non-management employees. All business and financial records will be kept for a minimum of seven (7) years.

FourTwenty will allow the Commission to examine FourTwenty's records and will deliver or otherwise make available FourTwenty financial records to authorized agents of the Commission upon request.

Business records will include manual or computerized records of:

- Assets and liabilities;
- Monetary transactions, including daily reconciliation of cash-on-hand;
- Books of Accounts, which will include journals, ledgers and supporting documents, including agreements, checks, invoices and vouchers;
- Sales records including the quantity, form and the cost of the product;
- Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any affiliated individual, including members of the nonprofit corporation, if any;
- Contracts for services performed or received;
- Purchase invoices, bills of lading, manifests, sales records, copies of bills of sale, and any supporting documents, including items and/or services purchased, from whom items were purchased, and date of purchase;
- Bank statements and canceled checks for all accounts; and
- Accounting and tax records related to FourTwenty, and records of any theft, loss, diversion or other unaccountability.

In the further interest of transparency, all funding sources and others with financial interest in FourTwenty will be recorded by name, address, date of birth, social security number, and explanation of financial interest. In addition, FourTwenty will maintain an accounting of the financial benefits accruing to the municipality as a result of the host agreement with FourTwenty.

RECORD-KEEPING AND FINANCIAL RECORDS
STANDARD OPERATING PROCEDURES
FOUR TWENTY INDUSTRIES CO.

RECORD-KEEPING AND DOCUMENT RETENTION

Four Twenty Industries Co. (FourTwenty) strongly believes that maintaining accurate and transparent records regarding all aspects of our business is vital in ensuring our ability to meet and/or exceed the high standards set by the Commonwealth of Massachusetts Cannabis Control Commission (Commission). Accurate record-keeping is critical for preventing diversion, maintaining the financial health of the company, standardizing best practices and maintaining quality control in all aspects of our operations, and ensuring accountability. Accordingly, FourTwenty will implement the following policies and procedures in order to ensure that the company maintains strict compliance with the requirements of 935 CMR 500.105(9).

CONTROLLING ACCESS TO RECORDS

Pursuant to 935 CMR 500.105(9), all of FourTwenty's records will be made available for inspection by the Commission, upon request. FourTwenty's Operations Director will ensure that both physical and electronic vital records are stored securely in a Restricted Access Area under lock and key with monitored and restricted access. An Information Technology Administrator will ensure that access controls are implemented for each administrative, physical and technical control layer of information technology systems. These include: security policy direction for each employee and department regarding how information technology security should be implemented and followed, and repercussions for noncompliance; personnel controls to indicate how employees are expected to interact with information technology security mechanisms, and address noncompliance issues pertaining to these expectations; enforcement of separation of duties so that no one individual can carry out a critical task alone that could prove to be detrimental to the company; hard copy records to be stored in a locked, restricted access area accessible to authorized personnel only; regular policy review of records storage procedures, but no less than annually, by the Chief Financial Officer (CFO), will ensure that storage procedures are appropriate for our records; and maintenance of quick response strategies to recover lost information, in all formats, should a disaster occur. This includes duplication of hard copy records, with off-site storage depending on criticality; and use of secure, cloud storage.

A. <u>Electronic Record-Keeping</u>

FourTwenty will maintain all required records electronically in a manner that will guarantee confidentiality of information stored in the system; provide safeguards against erasures and unauthorized changes in data after information has been entered and verified; be capable of placing a litigation hold or enforcing a records retention hold for purposes of conducting an investigation or pursuant to ongoing litigation; and can be reconstructed if a computer malfunctions or an accident resulting in destruction of the data occurs.

B. <u>Record Storage and Disposal</u>

FourTwenty will audit its electronic and hardcopy records at its facility in Restricted Access Areas, which will utilize the following: secure premises; secure server room; and fire detection and suppression system. Any records held offsite will be stored at certified, commercial storage facilities. Before any vital records are destroyed, a list of those records due for destruction or transfer will be reviewed by a C-Level Manager (CFO, CEO or Operations Director) in the organization and authorized for destruction or transfer.

C. Record-Keeping Related Standard Operating Procedures

FourTwenty's SOP's are designed to ensure: retention of, access to, and ability to reconstruct all records relevant to production and security; ability to fully respond to requests for records from regulators, law enforcement, and judicial bodies; and compliance with record-keeping requirements established by rules. The Operations Director will be responsible for compiling all information and documentation requested by the Commission, law enforcement, or judicial bodies; on-site and off-site storage of records; off-site storage at a certified, commercial facility; regulator-access to remote data storage; allocation of on-site storage space; and external auditing of compliance.

RECORD RETENTION

FourTwenty will keep all records for at least two years following closure should the company cease operations. Paper copies of records will be stored in locked, fire resistant, restricted access areas. Records in electronic format will be stored in cloud-based auditable data servers which are backed up on a daily basis, and financial records will be maintained in accordance with Generally Accepted Accounting Principles (GAAP).

FourTwenty will keep and maintain upon permitted premises true, complete, legible and current books and records of following data types, which will be made available to the Commission upon request:

A. Written Operating Procedures:

The Operations Director will be responsible for maintaining Written Operating Procedures that address the following in accordance with 935 CMR 500.105(1):

- Security Measures in compliance with 935 CMR 500.110;
- Employee Security Policies, including personal safety protocols and crime prevention techniques;
- Hours of Operation and After-Hours Contact Information;
- Storage of Marijuana in compliance with 935 CMR 500.105 (11);
- Description of Strains of Marijuana to be cultivated, processed, or sold, as applicable, and the Forms in which the marijuana will be sold;
- Procedures to ensure Accurate Record-Keeping, including inventory protocols in compliance with 935 CMR 500.105 (8) and (9);
- Plans for Quality Control including product testing for contaminants in compliance with 935 CMR 500.160;
- Staffing Plan and Staffing Records in compliance with 500.105(9);
- Emergency Procedures, including a disaster plan with procedures to be followed in case of fire or other emergencies;
- Alcohol, Smoke, and Drug-Free Workplace policies;
- Plan for how Confidential Information will be maintained;
- Policy for Immediate Dismissal of any agent who has:
    - Diverted marijuana;
    - Engaged in unsafe practices; or
    - Been convicted or entered a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a felony drug offense involving distribution to a minor in the Commonwealth, or a like violation of the laws of another state, the United States

or a foreign jurisdiction, or a military, territorial, or Native American tribal authority.

- Policy and procedures for making a List of All Board Members and Executives and Members, if any, available upon request by any individual;
- Policies and procedures for Handling of Cash;
- Policies and procedures to Prevent Diversion of Marijuana to Individuals Younger Than 21 Years of Age;
- Policies and Procedures for Energy Efficiency and Conservation.

In addition to the above General Operating Procedures, additional written Cultivator/Processor Policies and Procedures will address the following:

- Methods for identifying, recording, and reporting diversion, theft, or loss, and for correcting all errors and inaccuracies in inventories which will, at a minimum, be in compliance with 935 CMR 500.105(8);
- Policies and Procedures for handling voluntary and mandatory recalls of marijuana.
- Policies and procedures for ensuring outdated, damaged, deteriorated, mislabeled, or contaminated marijuana is segregated from other marijuana and destroyed which will, at a minimum, be compliance with 935 CMR 500.105(12);
- Transportation policies and procedures; which will at a minimum be in compliance with 935 CMR 500.105(13);
- Policies and procedures to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts which, at a minimum, will be in compliance with 935 CMR 500.105(15) and 935 CMR 500.120(11); and
- Policies and procedures for transfer, acquisition, or sale of marijuana between FourTwenty and other Marijuana Establishments.

B. <u>Cultivation/Manufacturing Records</u>

The Cultivation Director will be responsible for maintaining Cultivation/Processing records, which, at a minimum, will include following:

- The forms and types of cannabis being cultivated;
- Soil amendment, fertilizers, pesticides, or other chemicals applied to growing medium or plants or used in process of growing, including dates of application, amounts, and signature of agent responsible for application;
- With regard to pesticides, documentation of compliance with M.G.L. C. 132 B and regulations promulgated at 333 CMR 2.00 through 333 CMR 14.00;
- Documentation of compliance with the testing requirements of 935 CMR 500.160.
- Documentation of consistency with US Department of Agriculture organic requirements at 7 CFR 205;
- Production records, including planting, harvesting and curing, weighing, and packaging and labeling records.
- Records of any recalled product, including:
    - Date of recall.
    - Whether recall was voluntary or mandatory;
    - Batch and/or lot number of the product being recalled;
    - Form of product being recalled;

- Reason for recall;
- Amount of recalled product sold;
- Amount of recalled product received; and,
- Method and date of disposal.

C. Responsible Vendor Training Program Compliance

Records of Responsible Vendor Training Program Compliance for all owners, managers, and employees that are involved in the handling and sale of marijuana will be maintained for four years in accordance with 935 CMR 500.105(2)(b)5. These records will be maintained by the Operations Director.

D. Inventory Records

FourTwenty will maintain inventory records in compliance with 935 CMR 500.105(8). The Cultivation Director will be responsible for maintaining accurate inventory records. Records of marijuana in the process of cultivation and finished, stored marijuana will be generated monthly. Records of comprehensive annual inventory will be generated at least once every year after date of previous comprehensive inventory. Records will include, at a minimum:

- Inventory of
  - Initial inventory upon commencement of operations.
  - Number of marijuana plants, plant-seeds and clones in any phase of development.
  - Marijuana ready for dispensing.
  - All marijuana products.
  - All damaged, defective, expired, or contaminated marijuana and marijuana products awaiting disposal.
- Date of the Inventory;
- Summary of Inventory Findings;
- Names, Signatures, and Titles of individuals who conducted the Inventory.

In addition, FourTwenty will maintain real-time seed to sale tracking records at each stage of cultivation, production, transport, and sale in accordance with 935 CMR 100.105(8)(e), which records will be generated using Flourish seed to sale tracking software. Seed to sale records will be reconciled against the manual inventory counts referenced above. Any discrepancies will be recorded and investigated in accordance with Standard Operating Procedures.

E. Personnel Records

The Operations Director will be responsible for maintaining personnel records, including but not limited to the following:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with job descriptions.
- Personnel record for each agent, which will be maintained for at least 12 months after termination of agent's affiliation with FourTwenty, and which will include, at a minimum:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2), including a copy of the agent's registration card.
- Documentation of verification of references.
- Detailed job description, including duties, authority, responsibilities, qualifications, and supervision.
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and signed statement of the individual indicating the date, time, and place training was received and the topics discussed, including name and title of presenters.
- Documentation of periodic performance evaluations.
- Record of any disciplinary action taken.
- Notice of completed responsible vendor and eight-hour related duty training.

- Staffing Plan that will demonstrate accessible business hours and safe cultivation conditions.
- Personnel policies and procedures.
- All background check reports obtained in accordance with 935 CMR 500.030.

F. <u>Business records</u>

The CFO will be responsible for maintaining FourTwenty business records, hard copies of which will be maintained in locked, fireproof file cabinets accessible only to the CFO and other authorized personnel. All financial records will be maintained in accordance with GAAP. A detailed description of business records and policies and procedures for maintenance of same are described in more detail below in **POLICIES AND PROCEDURES FOR MAINTAINING FINANCIAL RECORDS**.

G. <u>Waste Disposal Records</u>

Waste Disposal Records will be maintained as required under 935 CMR 500.105(12). Waste Disposal records will be maintained by the Cultivation Director and will include:

- Date of disposal or other handling.
- Type and quantity disposed or handled.
- Manner of disposal or other handling.
- Location of disposal or other handling.
- Names of the **two** agents present during disposal or other handling, with their signatures.

Waste Disposal Records will be kept for a minimum of three years, which will be automatically extended for the duration of any pending enforcement action and may be extended by an order of the Commission.

H. <u>Transportation Manifests</u>

The Cultivation Manager will be responsible for generating and maintaining Transportation Manifests documenting transport of marijuana products as required under 935 CMR

500.105(13). Manifests will be filled out in triplicate, copies of which will be retained for no less than one year, and which will at a minimum include the following:

- FourTwenty name, address, and registration number;
- Names and registration numbers of agents who transported the marijuana products;
- Name and registration number of the agent who prepared the manifest;
- Destination Marijuana Establishment name, address, and registration number'
- Description of the products being transported, including the weight and form or type of product;
- Mileage of the transporting vehicle at departure from FourTwenty and mileage upon arrival at destination Marijuana Establishment, as well as mileage upon returning to FourTwenty;
- Date and time of departure from FourTwenty and arrival at destination Marijuana Establishment for each transportation;
- Signature line for the receiving marijuana establishment agent;
- Weight and inventory before departure and upon receipt;
- Date and time that the transported products were re-weighed and re-inventoried;
- Name of the agent at the destination Marijuana Establishment who re-weighed and re-inventoried the products; and
- Vehicle make, model, and license plate number.

I. Security Recordings

In accordance with 935 CMR 500.110, the Director of Security will ensure that all 24-hour video surveillance recordings are retained for at least 90 calendar days or as long as necessary in case of a pending criminal, civil or administrative investigation or legal proceeding for which the recording may contain relevant information. Recordings will be maintained in a locked, limited access area which will be accessible to the Director of Security and other authorized personnel only so as to prevent theft, loss, destruction and alterations. Additionally, in accordance with 935 CMR 500.110(7), documentation related to security incidents that are reportable pursuant to 935 CMR 500.110(7)(a) will be maintained by the Director of Security in an auditable form for not less than one year or the duration of an open investigation, whichever is longer.

J. Testing of Marijuana and Marijuana Products

The Cultivation Manager will ensure that test results for all marijuana and marijuana products generated in accordance with 935 CMR 500.160 will be maintained by FourTwenty for no less than one year. FourTwenty will have written policies for responding to laboratory results that indicate contaminant levels are above acceptable limits in DPH protocols identified in 935 CMR 500.160(1).

QUALITY CONTROL AND TESTING
FOUR TWENTY INDUSTRIES CO.

A. Safe and Sanitary Facility

Safe and sanitary practices are vital in ensuring high quality marijuana and marijuana products that are free of contaminants, and Four Twenty Industries Co.'s (FourTwenty) SOP's in this regard will meet or exceed the requirements of 935 CMR 500.105(3). Only food grade stainless steel tables will be used for processing and all ingredients used will be of the highest food-grade quality. FourTwenty will process only the leaves and flowers of the female marijuana plant, which shall be:

- 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; and
- Packaged in a secure Limited Access Area.

Anyone who is shown to have or appears to have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination will be excluded from access to any area containing marijuana or marijuana products until the condition is corrected and the employee has been given supervisory approval to return to their position. Any employee whose job includes contact with marijuana or non-edible marijuana products, including cultivation production or packaging, will be subject to the requirements for food handlers specified in 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements.* In cases where staff are exiting a room with a pest outbreak, proper decontamination procedures are followed in order to prevent contamination of other rooms. In cases where powdery mildew may be present, staff must wear protective clothing while treating the plants and must remove the clothing upon exiting. Contaminated clothing is placed in a covered collection bin to prevent mildew spores from becoming airborne.

All staff working in direct contact with marijuana or marijuana products will be required to wash hands thoroughly before starting work and ensure best sanitary practices while in the facility. Hand-washing facilities will be located in the production areas as well as any other areas of the facility that where good sanitary practices require employees to wash and sanitize their hands, will be adequate and convenient, and furnished with running water at a suitable temperature. FourTwenty will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices.

Staff will be required to wear freshly laundered uniforms and protective gear and must wear gloves when handling marijuana. Effective hair restraints and beard nets will be worn whenever marijuana or marijuana products are being handled. Jewelry shall be limited to a watch or wedding band. Employee restrooms will be readily available and maintained in safe and sanitary condition with OSHA compliant hand washing instruction signs.

All contact surfaces will be cleaned and sanitized as frequently as necessary to protect against contamination, using a sanitizing agent registered by the US Environmental Protection Agency in accordance with labeled instructions. Laboratory staff will be in charge of daily

cleaning/sanitization of equipment, surfaces, and walls in processing environment. All equipment/tools used will be of food grade materials and easily sanitized. A three-bay sink will be properly set up for washing of utensils and tools and the sink bay for soaking will be free of contaminants at all times.

FourTwenty will ensure that the facility's water supply is safe, potable, adequate, and sufficient for necessary operations. Plumbing will be of adequate size and design and adequately installed and maintained to carry sufficient quantities of water to required locations throughout the facility. Plumbing will properly convey sewage and liquid disposable waste from the facility and there will be no cross-connections between potable and waste water lines.

All floors will be kept free of cracks and in good repair for safety reasons and to inhibit growth of mold or mildew. Litter and waste, including dead and/or unusable plant parts, is properly removed daily and operating systems for waste disposal are maintained in an adequate manner so that they do not constitute a source of contamination. Rubbish is disposed of so as to minimize the development of odor and minimize the potential for the waste becoming an attractant, harborage, or breeding place for pests. All stored products, including waste, are stored in a manner to avoid infestation of insects, rodents, birds and other pests, and are stored in locked, limited-access areas separate from the grow and processing areas. The operating systems for waste disposal will be maintained in an adequate manner pursuant to 935 CMR 500.105(12).

FourTwenty will ensure that products that can support the rapid growth of undesirable microorganisms are held in a manner that prevents growth of these microorganisms. Appropriate refrigeration equipment will be utilized for storage of products that require refrigeration, and products will be stored in air-tight, sealed containers. Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination as well as against deterioration of finished products or their containers.

FourTwenty is not currently developing or processing edible marijuana products. Should FourTwenty do so in the future, FourTwenty will ensure that all products are prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 590.000: *Minimum Sanitation Standards for Food Establishments.*

B. <u>Cultivation and Manufacturing Quality Control</u>

General: All rooms where marijuana is cultivated and processed are modeled after a clean room environment. Grow rooms are completely separated from one another by floor to ceiling dividing walls and completely sealed doors. Precise computerized climate control will minimize the risk of plant disease or insect infestation, and all environmental equipment and controls will be specific to each room, eliminating cross contamination between rooms. Each crop is kept in its own separate room for the entire life cycle following cloning to prevent cross contamination and stress on the plants.

Seeds and cuttings (if applicable) that are brought into the facility as initial inventory are inspected immediately upon receipt in order to identify any possible contaminants or pathogens.

All equipment, including grow containers, is sterilized prior to use. Creating an environmentally friendly and user-safe product means avoiding as much as possible the use of chemical fertilizers and pesticides. This can be best achieved by using preventive measures and growing conditions:

- limiting amount of human traffic and equipment brought into the facility that can be used as vehicles for pests and contaminants;
- isolation of compromised plants and quarantining them in designated mitigation area;
- adherence to site cleanliness and sanitary practices;
- environmental control to minimize introduction and growth of pests through a closed growing environment;
- production of products free of heavy metals;
- systematic pruning to prevent accumulation of decaying plant matter that could provide favorable growth conditions for pests;
- introduction of predator species that naturally prey on unwanted pests; and
- selecting pest resistant strains.

There are also remediation methods that can avoid or minimize the need for harsh pesticides:

- application of botanically-based, organic pesticides, fungicides, miticides and insecticides of low toxicity and short environmental persistence;
- remediation methods that include eradicating mold, bacteria, pests and diseases;
- ultraviolet disinfection to control biological contaminants; and
- alternative methods of remediation including CO_2 overdose and Radionics.

In short, we will prefer using non-pesticidal methods of pest control such as natural predators, organic miticides, and CO_2 enrichment. When we do resort to pesticides, we will use only organic compounds that are safe for use on products intended for human consumption. We will keep strict records of the cultivation history of every batch, including any pest or disease control measures taken.

Every batch of cannabis is tested for pests, molds, and other contaminants by a duly licensed independent testing laboratory in the Commonwealth. We will also analyze its cannabinoid profile and determine its potency. Any cannabis found to be unusable, whether because of compromised quality, excess THC, or any other reason, will be segregated for disposal or, where this is possible, for alternate use in processing cannabis-infused products.

The Cultivation facility will maintain these quality control records in its secure database for five (5) years and make them available for review by the Commission upon request. We will also provide the Commission upon request with samples of the Cultivation facility's cannabis inventory in sufficient quantities to enable the Commission to conduct its own analyses.

Limited Access: Access to the cultivation rooms are limited to authorized personnel only. Any visitors to the cultivation rooms must be accompanied by an authorized employee at all times and are strictly prohibited from touching the plants unless it is necessary for the purpose of the visit, i.e. authorized Commission representatives removing samples for testing. Visitors are

required to wear protective foot covers upon entry into the facility. Any visitor showing signs of illness or other microbial contamination will be denied access.

Chemical Storage: Cleaning compounds, sanitizing agents, solvents, and any other chemicals used in the facility will be identified, properly labeled, held, and stored in secure areas outside of the cultivation areas and in a manner that protects against contamination of any marijuana products as well as in accordance with any applicable local, state, or federal law, rule, regulation, or ordinance. Only chemicals, cleaning solutions, and other required sanitizing agents that are approved for use around vegetables, fruits, or medicinal plants will be utilized.

Inspection and Testing of Plants: Safe production of marijuana requires plants that are free from any pests or pathogens that could destroy or affect the integrity of the marijuana we produce. FourTwenty's SOP's require ongoing visual inspections of plants to be conducted daily during all stages of cultivation.

Our Cultivation Director trains our cultivation staff in the importance of early detection of plant pests and pathogens and to recognize the signs and likely locations of the various types of plant pests and pathogens affecting marijuana. Whenever an employee enters a grow room, the employee is trained to look for obvious signs of unhealthy plants and report the location and condition to the Cultivation Director. This triggers implementation of detailed plant inspection protocols in order to determine the extent of any infestation or pathogenic spread and establish the appropriate course of action, whether that entails quarantine, treatment or destruction of the plant(s).

Routine inspection of plants takes place at the beginning of each work day and entails a walk-through of each aisle, starting with the canopy, and then moving to the underside of the canopy and the pots. Staff are instructed to look for obvious signs of unhealthy plants and to note their location, and to closely examine any unhealthy-looking plants, noting any issues that are found. Weekly detailed inspections are conducted by groups of cultivation staff members forming an Integrated Pest Management team and includes the following:

- Inspection of traps which are strategically placed to capture any pests that are not found during routine inspection.
- Visual inspection of growing plants and plant material utilizing 30x eye loops and microscopes to detect fungus, rot, mold, mildew, and other pests and pathogens.
- Detailed inspections will be documented in an inspection log which will include:
  - Date of inspection.
  - Name and employee ID of inspecting employee.
  - Location inspected.
  - Result of inspection.
  - If an infection is suspected:
    - Description of potential infection observed.
    - Specific location and number of affected plants.

Any discovery of potential infections will be reported to the Cultivation Director immediately, who will be responsible for implementing appropriate protocols to address the

potential infection, including implementing quarantine and/or destruction of infected plants.

Inspection of Flower for Extraction: Upon the receipt of any material from the Drying Room to be processed by the lab, processing staff members will perform a visual inspection of the accompanying documentation and materials and will confirm that the weight received matches the documentation. The flowers are tested for potency, residual mold and fungus. Inspection for mold and fungus is performed using eye loops and microscopes. All accepted materials will be checked into the Flourish seed-to-sale tracking system prior to handling by any other employee.

Testing Protocols: After extraction, marijuana concentrates are tested for cannabinoid profile, residual solvents, and contaminants, including but not limited to mold, mildew, heavy metals, plant-growth regulators, and non-organic pesticides. All testing records shall be maintained for at least one year. In the event that testing reveals unacceptable levels of solvents, contaminants or undesirable cannabinoid profiles, the Laboratory Manager will be responsible for establishing corrective procedures in response to such test results.

Pursuant to 935 CMR 500.160, with the exception of the sale of seeds, FourTwenty will ensure that none of our marijuana products, including marijuana, will be sold or otherwise marketed for adult use that is not capable of being tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. Testing of marijuana products shall be performed by an Independent Testing Laboratory in compliance with the *Protocol for Sampling and Analysis of Finished Medical Marijuana Products and Marijuana-infused Products*, as amended in November, 2016, published by the DPH. Testing of environmental media *(e.g.*, soils, solid growing media, and water) will be performed in compliance with the *Protocol for Sampling and Analysis of Environmental Media for Massachusetts Registered Medical Marijuana Retailers* published by the DPH.

FourTwenty's Operations Director will ensure that written policies are in place for responding to laboratory results that indicate contaminant levels are above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1). Standard Operating Procedures will include:

- Quarantining the affected batch.
- Assessing the source of the contamination.
- Establishing specific protocols for preventing future contamination.
- Determining whether product can be remediated.
- Entering into a designated log information including the date, name of laboratory, production batch, form of product, test results, whether contamination can be remediated, disposition, and name and ID number of FourTwenty agent(s) overseeing the process.
- Identifying remediation method and documenting results, if applicable, and arranging for re-testing of production batch.
- Destruction of product, if applicable, pursuant to 935 CMR 500.105(13).

FourTwenty will notify the Commission within 72 hours of any laboratory testing results indicating that the contamination cannot be remediated and will properly dispose of the production batch. We will include our proposed plan of action for both the destruction of the

contaminated product and the assessment of the source of contamination. We will maintain the results of all testing for no less than one year.

All transportation of marijuana to and from the Independent Testing Laboratories providing marijuana testing services will comply with 935 CMR 500.105(13). Any excess marijuana returned to FourTwenty by the Independent Testing Laboratory will be disposed of in compliance with 935 CMR 500.105(12). FourTwenty will ensure that no marijuana product shall be sold or otherwise marketed for adult use that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160.

C. Packaging Quality Control

Scale Operations: Scales and proper quantity are essential to packaging. Packaging staff ensures scales are on a level surface and capable of zeroing out. Before weighing any product, the scale surface is cleaned with solvent and covered with parchment paper. Once parchment settles, the scale is zero/tare and the is ready for use. All scales, balances, or other weight and/or mass measuring device will be routinely calibrated using National Institute of Standards and Technology (NIST)-traceable reference weights, at least once each calendar year.

Packaging and Label Requirements: Packaging is conducted under video surveillance in a limited access area with restricted entry protocols. Products are individually wrapped and packaged at the original point of preparation within the packaging areas. All plant material sent to retailers is in tamper-proof, tamper-evident packages that are light-resistant and approved by the Department so that the integrity and stability of the plant material is maintained. All packaging is "safeguarded" and designed to protect contents from contamination. These containers do not impart any toxic or deleterious substance to the usable marijuana. If original seal of any marijuana packaged for sale is found damaged, staff will notify their supervisor so the loss can be entered into the inventory system and the product can be disposed of properly.

We track specific information for each package, keeping meticulous records. Prior to any package being approved for shipment, the packaging agent will check all documentation and labeling to ensure accuracy. When a batched lot of marijuana product is ready to be packaged and labeled, packaging employees physically and electronically log the inventory into the packaging room ensuring all product is properly transferred physically and within the inventory system. The employees will sign-off on a packaging log which will show what was shipped within the packaging room; this will ensure accountability. The packaging employee will properly package the marijuana and ensure that the labeling meets the requirements of 935 CMR 500.105(5).

QA personnel inspect all product prior to shipping to retailers. These personnel are provided with compliance checklists based upon 935 CMR 500.105(5) and are trained in detecting any product packaging errors, incorrect labelling, and defective and/or open containers. Product containers are meticulously inspected to ensure that they conform with Commission regulations prior to being inserted into the final tamper-proof, sealed, labelled packaging prior to delivery. Labels are meticulously inspected for regulatory compliance, and any packages with missing or incorrect information are rejected as non-conforming. No product leaves the facility for transport to a retailer without first being inspected.

Any packages that are found to be non-conforming by a production employee or by QA personnel will result in a supervisor being notified and appropriate notation will be made in the inventory tracking system. Depending on the reason for rejection, the non-conformance will either be remedied, and the product put back into the production line, or the product will be labeled for destruction.

D. Recalls

FourTwenty will maintain separate, locked, limited access areas for the storage of marijuana that is expired, damaged, deteriorated, mislabeled, contaminated or recalled or whose containers or packaging have been opened or breached, until the items are destroyed or otherwise disposed of pursuant to 935 CMR 500.105(12). Marijuana products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled or whose containers have been opened or breached will be quarantined into sealed and secured containers and stored in a separate area of the vault pending being rendered unusable and unrecognizable and ready for disposal.

In the event FourTwenty receives a complaint from a retailer regarding our marijuana or marijuana products, FourTwenty will investigate the complaint to determine if a voluntary or mandatory recall is necessary.

- **No Action Required**

  If FourTwenty determines that no action is required, FourTwenty will document the decision within 24 hours in a written report stating the rationale for taking no further action.

- **Voluntary Recalls**

  FourTwenty may voluntarily recall marijuana for reasons that do not pose a risk to health or safety. If a voluntary recall is initiated, FourTwenty will notify the Commission regarding the time the recall begins and the reason for the recall.

- **Mandatory Recalls**

  If FourTwenty discovers a condition related to marijuana cultivated and processed by FourTwenty that presents a public health and/or safety risk, FourTwenty will:

  - Immediately contact the Commission by phone.
  - Secure, isolate, and prevent further distribution of the respective product and quarantine what is currently in possession.
  - Immediately contact retailers who have purchased the recalled product in order to ensure that the retailer quarantines any recalled product in its inventory until it can be appropriately destroyed.
  - Ensure that the inventory tracking system is updated to include the amount of recalled product and the method and date of destruction.
  - FourTwenty will conform to Commission instructions regarding further reports with regard to recalled product.

  FourTwenty's recall plan will include the following:

  - Designation of one or more employees to serve as recall coordinators, who will

accept the recalled marijuana products.

- FourTwenty will quarantine all affected products and keep them in a separate locked area away from all other marijuana.
- FourTwenty will use our inventory tracking software and transport information to track all distribution channels for the respective recalled product.
- Immediately contact the laboratory in receipt of any of the recalled product.
- All contaminated products will be rendered useless with proper precaution used when destroying products pursuant to 935 CMR 500.105(12).

FourTwenty will have an immediate communication plan for situations of recalls and will include the following:

- Phone calls will be placed immediately to all laboratories in receipt of recalled product.
- Updates will be made on social media and press releases will be made through the Commission.
- The Commission will be made aware immediately via phone call followed by a written statement.
- Our inventory tracking system and retailer alerts will be updated to reflect all recalls.

E. <u>Quarantine</u>

Marijuana products that are expired, damaged, deteriorated, mislabeled, contaminated, recalled or whose containers have been opened or breached will be quarantined into sealed and secured containers and stored in secure designated limited access areas in the highest security area of the facility. The products will be stored in a separate area of the storage vault pending being disposed of and will be recorded in the inventory tracking system. Access will be by authorized personnel only and will require two unique combinations for entry into the vault.

FOUR TWENTY INDUSTRIES CO.
RESTRICTING ACCESS TO AGE 21 OR OLDER

FourTwenty Industries Co. has a goal of preventing minors from ever entering any portion of the licensed premises and in addition to our security protocols, have adopted these policies and procedures to ensure that the only facility entrants are of the age of majority. FourTwenty Industries Co. does not and will not permit minors on the premises under any circumstances. The licensed premises will have signs that read "No Minors permitted". All persons must present a valid, current driver's license or a personal identification card or other government-issued identification card that shall contain a picture that has the person's date of birth clearly visible on the card.

a. FourTwenty Industries Co. will verify that consumer has a valid, unexpired government- issued photo identification and verify that the consumer is 21 years of age or older by viewing:
    i. Passport
    ii. Driver License or State issued Identification Card which may be issued in California or by any other state as long as the license has picture of the person.
    iii. United States military identification card.
    iv. Any other identification card issued by a state that bears a picture of the person seeking entry into the facility, the name of the person, the person's date of birth and a physical description of the person, if applicable.
b. The licensed premises has signs placed outside the entry of the premises and at point of sale that read "No Minors Permitted Anywhere on the Premises".

The only cannabis operations that will occur in this facility are related to the cultivation and manufacturing of cannabis products for sale at wholesale, and therefore no cannabis customers will ever enter the facility. We will sell wholesale goods to other licensed marijuana establishments (LMEs), but we will not sell any products directly to consumers, which will limit the amount of people entering the facility.

The only people to ever step foot in the facility will be FourTwenty Industries Co. employees who have already been vetted by the Cannabis Control Commission and issued a marijuana establishment agent card, or commercial site visitors such as law enforcement officers, health professionals, other LME's who are shipping or receiving products, or local and/or Cannabis Control Commission inspectors or staff. If a commercial site visitor arrives, they will be buzzed into the facility through the main entrance, be required to show security personnel valid government-issued identification, and from thereon the site manager will assist them and guide them throughout the facility.

FOUR TWENTY INDUSTRIES CO.
QUALIFICATIONS AND TRAINING

A. Overview of Personnel

Four Twenty Industry Co.'s (the "Company") Chief Executive Officer ("CEO") is responsible for maintaining and updating a staffing plan that will ensure Company has the right quantity of staff with appropriate skillsets and levels of experience to ensure the success of all operations. The Company's positive impact plan requires that 20% of its employees be residents of Lowell, which the Cannabis Control Commission (the "Commission") has designated as an area of disproportionate impact. New employees may not work on-site until they have received initial orientation training and critical task-specific training. All staff must be 21 years of age or older and must successfully pass a criminal background check consistent with the Commission's Marijuana Establishment Agent suitability requirements as detailed in 935 CMR 500.800 and 935 CMR 500.802. Staff members will not be allowed to commence employment until they have been determined by the Commission to be suitable for registration and have been issued a marijuana establishment agent registration card in accordance with 935 CMR 500.030.

Company staff will include the following positions:

CEO (business manager)

Chief Operating Officer/Managers ("COO") (Manager)

Director of Cultivation (Master Grower)

Director of Manufacturing (who may also serve concurrently as Director of Cultivation)

Inventory/Merchandising Director/Senior Product Specialist

Information Technologist (Contract Based)

Security Director

Security Personnel (Third Party – On-Site)

Security Monitors (Third Party Monitoring Service – Off-Site)

Cultivation Staff (Contract Based as Needed)

Processing/Manufacturing Technicians (Contract Based as Needed)

B. Roles, Responsibilities and Qualifications

1. **Board of Directors**:

Responsible for providing business direction to the Company.

Responsible for creating, communicating, and implementing the organization's vision, mission, and overall direction – i.e. leading the development and implementation of the overall organization's strategy.

Responsible for setting prices and signing business deals.

Responsible for recruitment.

Responsible for payment of salaries.

Responsible for signing checks and documents on behalf of the company.

Evaluates the success of the organization.

Responsible for payment of tax, levies, and utility bills.

2. **Chief Operating Officer (Manager):**

Responsible for managing the daily activities of the Company.

Responsible for recruiting, training and managing staff, including ensuring compliance with training requirements in accordance with 935 CMR 500.105(2).

Responsible for overseeing processing orders and sales of product to Wholesale Customers (Retailers and/or other Manufacturers).

Responsible for approval of all orders and sales of cannabis and cannabinoids and other stock.

Responsible for meeting representatives from other licensed adult-use operations.

Responsible for managing the organization's budgets.

Responsible for maintaining statistical and financial records in accordance with 935 CMR 500.105(9).

Responsible for preparing publicity materials and displays.

Handles marketing services.

Interfaces with third-party providers (vendors).

Ensures that the organization operates within stipulated budget.

Handles any other duty as assigned by the CEO.

Qualifications: Minimum ten years of experience in upper-level business management and marketing, preferably in a highly regulated industry. Background in finance a plus.

3. **Director of Cultivation**:

Responsible for oversight of grow operations including sourcing, cloning, transplanting, nutrient provision, and pest management in accordance with 935 CMR 500.105 and 935 CMR 500.120.

Responsible for setting up and maintaining irrigation systems and environmental controls, including energy efficiency protocols in accordance with 935 CMR 500.105(15).

Supervises cultivation employees, including nursery workers and bud trimmers.

Collaborates with Inventory Director to ensure consistent quality of marijuana and to ensure accurate and precise inventory tracking.

Collaborates with Security Director to implement secure marijuana storage procedures in accordance with 935 CMR 500.105(11).

Ensures proper destruction of marijuana waste in accordance with 935 CMR 500.105(12).

Qualifications: Minimum of bachelor's degree or higher in horticulture, agronomy or a related field. Minimum five years of cultivation experience in a greenhouse, nursery, or indoor farm. Marijuana cultivation education and/or experience as well as knowledge of cannabis strains and plant genetics with the ability to track and catalog plants from clone stage to harvest highly preferred.

4. **Director of Manufacturing**:

Responsible for oversight of processing and manufacturing of marijuana and marijuana products in accordance with 935 CMR 500.105 and 500.130.

Responsible for quality assurance and quality control, including internal analytical testing and data review and providing product for testing by an Independent Testing Laboratory in accordance with 935 CMR 500.160.

Responsible for developing written policies and procedures with regard to responding to test results that indicate contaminant levels are above acceptable limits established in Department of Public Health protocols identified in 935 CMR 500.160 (1).

Responsible for ensuring compliance with state and federal laws and regulations with regard to processing marijuana.

Responsible for maintaining compliance with Good Manufacturing Practices in accordance with 105 CMR 500.000 and 105 CMR 300.000.

Responsible for operation and maintenance of lab equipment, including extraction machinery and vacuum ovens.

Collaborates with Inventory Director to ensure consistent quality of marijuana products and to ensure accurate and precise inventory tracking.

Collaborates with Security Director to implement secure marijuana storage procedures in accordance with 935 CMR 500.105(11).

Ensures accurate labeling of marijuana products, including active and inactive ingredients, and that labels and packaging comply with the requirements of 935 CMR 500.105(5) and (6).

Supervises Processing/Manufacturing Technicians.

Qualifications: Minimum of a bachelor's degree or higher in chemistry, food science, or related science field with knowledge of analytical chemistry preferred. Minimum five years of experience working in a laboratory environment with extreme familiarity with extraction machinery, vacuum ovens, and liquid chromatography systems. Experience in a marijuana processing laboratory or pharmaceutical laboratory highly preferred.

5. **Inventory/Merchandising Director:**

Responsible for ensuring accurate and precise inventory tracking both manually and through use of seed-to-sale software in accordance with 935 CMR 500.105(8).

Responsible for training authorized employees with regard to proper inventory procedures.

Collaborates with Cultivation Director and Processing Director to ensure consistent quality of marijuana products.

Responsible for maintaining consistent product labeling in accordance with 935 CMR 500.105(5).

Responsible for the purchase of goods and products for the organization.

Responsible for planning sales, monitoring inventory, helping to select merchandise, and writing and pricing orders to vendors and for sale to Retailers.

Performs monthly and annual inventory counts and maintains records related to inventory management.

Ensures operation of equipment by completing preventive maintenance requirements; following manufacturer's instructions; troubleshooting malfunctions; calling for repairs; evaluating new equipment and techniques.

Qualifications: Minimum five years of inventory management experience, preferably in pharmaceutical production or other highly-regulated manufacturing industry.

6. **Information Technologist (Contract Based):**

Manages the organization website.

Handles e-commerce aspect of the business.

Responsible for installing and maintenance of computer software and hardware for the organization.

Manages logistics and supply chain software, Web servers, and sales systems.

Manages the organization’s video recording and CCTV.

Handles any other technological and IT related duties.

Qualifications: Minimum five years of experience in IT, preferably in a highly regulated industry.

7. **Security Director:**

Responsible for the overall design and implementation of security systems for the facility.

Responsible for providing ongoing security training for employees.

Liaises with law enforcement and Commission representatives with regard to security issues.

Maintains records of incident reports and develops strategies for addressing deficiencies as needed.

Responsible for development and enforcement of transportation security protocols.

Responsible for development and implementation of emergency and disaster protocols and employee training regarding same.

Supervises contract-based security guards.

Qualifications: Prior law enforcement and/or military training in security-related area preferred. Five years of security experience in a position of responsibility may substitute for law enforcement or military background.

8. **Security (Contract Based On-Site):**

Maintains safe and secure environment for employees by patrolling and monitoring premises and personnel.

Guards gate when shipments and deliveries are transported to Wholesale Customers (who may be Retailers or other Manufacturers) or arrive at facility to ensure a safe environment for transporting product and cash.

Obtains help by sounding alarms.

Prevents losses and damage by reporting irregularities; informing violators of policy and procedures; restraining trespassers.

Maintains organization's stability and reputation by complying with legal requirements.

Contributes to team effort by accomplishing related results as needed.

9. **Security Monitor (Contract Based, Off-Site):**

Off-site Security Monitor will oversee the safety and security of all employees as well as the Facility itself.

Security Monitor will perform other routine administrative tasks as required such as incident reports and maintenance requests; in addition to taking messages, as necessary for other clients.

Security Monitor will act as an agency representative in the absence of regular staff.

Monitor all staff entering and leaving the building for security purposes.

Log in communications book all activities including deliveries, arrivals and departures.

Conduct security and safety walk-through of the building and grounds.

Intervene and diffuse crisis situations. Call 911 for emergency help as required.

Report serious guideline violations to COO and/or CEO immediately. Minor incidents will be reported during business hours.

10. **Cultivation staff**:

Provides manual labor to support grow operations including potting, manicuring, harvesting, inspection, and trimming of marijuana plants.

Completes necessary inventory tracking.

Qualifications: Minimum high school diploma, GED or equivalent. Prior experience in a nursery or indoor farm preferred.

11. **Processing/Manufacturing Technicians**:

Assist in the production of cannabis extracts and infused products.

Responsible for cleaning and maintaining laboratory equipment, recording and entering data, and associated tasks.

Responsible for extracting, refining, and processing cannabinoids and terpenes from marijuana plant material into a concentrated form.

Manage process from originating plant material through physical operation of extraction systems and purge.

Apply knowledge of laboratory safety protocols.

Complete necessary inventory tracking.

Perform other duties as assigned.

Qualifications: Minimum of bachelor's degree in chemistry, biochemistry, engineering, or related field. Prior extraction laboratory experience highly preferred.

C. Employee Background Check and Training:

Company intends to establish a workforce of highly motivated, high-quality employees and to invest in ongoing employee training to ensure regulatory compliance, decrease turnover, and consistently deliver high-quality products. Training will later be updated to meet responsible vendor training program requirements that will be developed by the Commission and which will become effective in 2019, once such materials are available.

In order to be retained as an employee, candidates must undergo a background check that complies with Commission requirements as referenced above and become registered by the Commission as a registered marijuana establishment agent. Company will ensure that candidates will not commence employment until they have become officially registered by the Commission.

Company (or a qualified third party) will provide employee training in order to produce high-quality cannabis and cannabis products, create a safe and inclusive work environment, and ensure strict regulatory compliance. Training, at a minimum, will be provided in accordance with 935 CMR 500.105(2) and will include not less than eight hours of training annually, or such other amounts as are required by the Commission. Initial training will be completed within ninety (90) days of each new hire. New employees may not work on-site until they have received initial orientation training and critical task-specific training. Each training is done one-on-one with either the CEO, a Department Director, or an exceptional employee, or, in appropriate cases, an outside vendor. Training topics will include, but not be limited to, the following areas:

Local, state and federal cannabis laws and rules, including

Local and state licensing and enforcement;

Incident and notification requirements;

Administrative and criminal liability;

License sanctions and court sanctions;

Waste disposal;

Health and safety standards;

Patrons prohibited from bringing marijuana onto licensed premises;

Permitted hours of sale;

Conduct of establishment;

Permitting inspections by state and local licensing and enforcement authorities;

Licensee responsibilities for activities occurring within licensed premises;

Record-keeping and other specific regulatory responsibilities;

Privacy and confidentiality of sensitive information; and

Prohibited purchases and practices.

Job-specific training.

Alcohol, drug, and smoke free workplace policies.

Code of Conduct, including diversity and inclusion, anti-discrimination, and anti-harassment policies.

Compliance with inventory and tracking requirements.

Acceptable forms of identification.

Personnel, product and premises security, including, but not limited to, display of ID badges on Facility employees and visitors to the Facility.

Policies and procedures with regard to approved visitors and outside contractors.

Marijuana and marijuana products handling procedures, including hand washing, sanitation practices, and ensuring product is in lawful, sale-able condition.

Locations of Limited Access Areas, locations or knowledge of keys and lock codes to such areas, and who are authorized to enter them.

Strategies for avoiding diversion, theft and loss of cannabis products and prevention of sales to minors, including best practices.

Incident reporting and protocols for emergency situations.

Protocols and requirements for transportation of cannabis products to and from the Facility, whether by Facility staff or by third-party transportation providers.

Incident reporting protocols.

Quality control.

Marijuana's physical effects on the human body and recognizing and preventing substance abuse.

New employees will have a mixture of initial in-person and online trainings, as well as a 30-45 day shadow period to ensure they are following protocols and continuously gaining industry knowledge before beginning their duties. They will shadow management and established employees to gain understanding with regard to compliance, products, and their specific job-related duties.

Adult-use marijuana is a new industry in Massachusetts, which means there will be new products and regulatory changes requiring staff and management to engage in constant continuing education. Our goal is to hire employees who are excited to participate in frequent training programs to stay up-to-date with the industry, and who are open to accepting feedback from management. We are looking for adept and adaptable employees who are capable of learning and growing with our Company.

PERSONNEL POLICIES

FOURTWENTY INDUSTRIES CO.

Fourtwenty Industries Co. (Fourtwenty) has adopted detailed personnel policies, the goals of which are to create a workplace that fosters an environment of inclusion, diversity, safety, and employee growth. A detailed description of Fourtwenty's policies can be found in our Employee Handbook, a copy of which is provided to each employee prior to their official start date. For the purposes of this Application, the following is a brief overview of Fourtwenty's personnel policies.

A. Registration of Marijuana Establishment Agents/Background Checks

Pursuant to 935 CMR 500.030, Fourtwenty will apply to the Cannabis Control Commission (Commission) for registration of all employees. In keeping with those requirements, Fourtwenty will only hire individuals who are 21 years of age or older and who have not been convicted in any jurisdiction inside or outside of the Commonwealth of an offense involving the distribution of controlled substances to minors or any other mandatory disqualifying conviction.

Fourtwenty will notify prospective employees that they will be required to undergo a background check obtained through the Massachusetts Criminal Offender Record Information system (CORI) prior to commencing employment. The prospective employee will be required to verify their identity with Fourtwenty by providing a valid government-issued photo identification, such as a state-issued driver's license, a state-issued identification card with a photograph, a passport, or a military identification. In addition, the employee will be required to sign a CORI Acknowledgment Form, evidencing their consent to the CORI check and affirming that the identification information which they provided is true and accurate.

Prospective employees will also be required to provide the following information to be submitted to the Commission in the application for registration:

- Full name, date of birth, and address;
- All aliases used or previously in use, including maiden name if applicable;
- A copy of driver's license, government-issued identification card, or other verifiable identity document acceptable to the Commission;
- An attestation that the employee will not engage in the diversion of marijuana products;
- Written acknowledgement of any limitations of his or her authorization to cultivate, harvest, prepare, package, possess, transport, and dispense marijuana in the Commonwealth; and
- Background information including, criminal actions, civil or administrative actions, past or pending denial, suspension, or revocation of a professional or business license or registration,

and/or past or pending disciplinary action or unresolved complaint with regard to any professional license or registration, pursuant to 935 CMR 500.030(2)(f).

Upon receipt of the registration card, the employee will be required to carry the card at all times when in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products. Employees will receive a written copy of the grounds for revocation of a registration card as detailed in 935 CMR 500.032. Employees will be required to inform Fourtwenty within 24 hours of any event that may constitute grounds for revocation of their registration card, if there are any changes to information that Fourtwenty was previously required to submit to the Commission on their behalf, or if their registration card is lost or stolen.

B. General Employment Policies

Equal Employment Opportunity: Fourtwenty is an equal opportunity employer. We will extend equal opportunity to all individuals without regard to race, religion, color, sex (including pregnancy, sexual orientation and gender identity), national origin, disability, age, genetic information, or any other status protected under applicable federal, state, or local laws. Our policy reflects and affirms the Company's commitment to the principles of fair employment and the elimination of all discriminatory practices.

Anti-Discrimination and Harassment: This policy applies to all terms and conditions of employment, including but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, benefits, compensation and training. We seek to comply with all applicable federal, state and local laws related to discrimination and will not tolerate the interference with the ability of any of the Company's employees to perform their job duties. The Company makes decisions concerning employment based strictly on an individual's qualifications and ability to perform the job under consideration, the comparative qualifications and abilities of other applicants or employees, and the individual's past performance within the organization.

The Company is committed to providing a work environment that provides employees equality, respect and dignity. In keeping with this commitment, the Company has adopted a policy of “zero tolerance” with regard to employee harassment. Harassment is defined under federal law as unwelcome conduct that is based on race, color, religion, sex (including pregnancy, sexual orientation and gender identity), national origin, age (40 or older), disability or genetic information. Harassment becomes unlawful where: (1) enduring the offensive conduct becomes a condition of continued employment; or (2) the conduct is severe or pervasive enough to create a work environment that a reasonable person would consider intimidating, hostile, or abusive. This policy applies to all terms and conditions of employment. Harassment of any other person, including, without limitation, fellow employees, contractors, visitors, clients or customers, whether at work or outside of work, is grounds for immediate termination. The Company will

make every reasonable effort to ensure that its entire community is familiar with this policy and that all employees are aware that every complaint received will be promptly, thoroughly and impartially investigated and resolved appropriately. The Company will not tolerate retaliation against anyone who complains of harassment or who participates in an investigation.

Sexual harassment is prohibited by federal, state and local laws, and applies equally to men and women. Federal law defines sexual harassment as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when the conduct: (1) explicitly or implicitly affects a term or condition of an employee's employment; (2) is used as the basis for employment decisions affecting the employee; or (3) unreasonably interferes with an employee's work performance or creates an intimidating, hostile or offensive working environment. Such conduct may include but is not limited to: subtle or overt pressure for sexual favors; inappropriate touching; lewd, sexually oriented comments or jokes; foul or obscene language; posting of suggestive or sexually explicit posters, calendars, photographs, graffiti, or cartoons; and repeated requests for dates.

Company policy further prohibits harassment and discrimination based on sex stereotyping. (Sex stereotyping occurs when one person perceives a man to be unduly effeminate or a woman to be unduly masculine and harasses or discriminates against that person because he or she does not fit the stereotype of being male or female.) The Company encourages reporting of all perceived incidents of sexual harassment, regardless of who the offender may be. Every employee is encouraged to raise any questions or concerns with his or her immediate supervisor, designated manager, or CEO.

If it is determined that inappropriate conduct has occurred, the Company will act promptly to eliminate the offending conduct, and take such action as is appropriate under the circumstances. Such action may range from counseling to termination of employment, and may include such other forms of disciplinary action, as the Company deems appropriate under the circumstances and in accordance with applicable law.

Americans with Disabilities Act: The federal Americans with Disabilities Act (ADA) prohibits discrimination against qualified individuals with disabilities in job application procedures, hiring, firing, advancement, compensation, fringe benefits, job training and other terms, conditions and privileges of employment. The ADA does not alter the Company's right to hire the best-qualified applicant, but it does prohibit discrimination against a qualified applicant or employee because of his or her disability, or because of a perceived disability. As a matter of Company policy, the Company prohibits discrimination of any kind against people with disabilities. A reasonable accommodation is any change in the work environment (or in the way things are usually done) to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. Qualified applicants or employees who are disabled should request reasonable accommodation from the Company in order to allow them to perform a

particular job.

Immigration Law: Fourtwenty complies with the Immigration Reform and Control Act of 1986 by employing only U.S. citizens and non-citizens who are authorized to work in the United States. All employees are asked on their first day of work to provide original documents verifying the right to work in the United States and to sign a verification form required by federal law (Form 1-9). Employees who are unable to verify their right to work in the United States within three (3) days of hire, shall have their employment terminated as required by law.

Dress Code: Employees who do not have direct contact with marijuana or marijuana products are expected to present a clean and professional appearance. All staff working in direct contact with marijuana or marijuana products will be required to wear freshly laundered uniforms and protective gear and must wear gloves when handling marijuana. Effective hair restraints and beard nets will be worn whenever marijuana or marijuana products are being handled. Jewelry shall be limited to a watch or wedding band. All staff working in direct contact with marijuana or marijuana products will be required to wash hands thoroughly before starting work and ensure best sanitary practices while in the facility. Anyone who is shown to have or appears to have an illness, open lesion, including boils, sores, or infected wounds, or any other abnormal source of microbial contamination will be excluded from access to any area containing marijuana or marijuana products until the condition is corrected and the employee has been given supervisory approval to return to their position.

Performance/Salary Reviews: Performance reviews are performed on an annual basis on or before July 1st. Within the course of the year, there may be additional reviews depending on performance and the supervisor. All performance reviews will be completed in writing by supervisor or manager on the form designated by the Company and reviewed during a conference with employee. Factors considered in the review include the quality of job performance, attendance, meeting the requirements of job description, dependability, attitude, cooperation, compliance with Company employment policies, any disciplinary actions, and year-to-year improvement in overall performance. Compensation increases are given by the Company at its discretion in consideration of various factors, including performance review.

Internet Policy: The Company email and Internet system is at all times the property of the Company. By accessing the Internet, Intranet and electronic mail services through facilities provided by the Company, employee acknowledges that the Company (by itself or through its Internet Service Provider) may from time to time monitor, log and gather statistics on employee Internet activity and may examine all individual connections and communications. The Company uses email filters to block spam and computer viruses. The Company email system is Company property, and as such, is subject to monitoring. Electronic mail is like any other form of Company communication and may not be used for harassment or other unlawful purposes.

Drug, Smoke, and Alcohol-Free Workplace: All employees are prohibited from engaging in the unlawful manufacture, possession, use, distribution or purchase of illicit drugs, alcohol or other intoxicants, as well as the misuse of prescription drugs on Company premises or at any time and any place during working hours. All employees are required to report to their jobs in appropriate mental and physical condition, ready to work. Employees who have an alcohol or drug abuse problem are encouraged to seek appropriate professional assistance and may inform immediate supervisor, designated manager, Operations Director, or CEO for assistance in seeking help to address substance abuse. When work performance is impaired, admission to or use of a treatment or other program does not preclude appropriate action by the Company. Any violator of this substance abuse policy will be subject to disciplinary action up to and including termination of employment.

Fourtwenty is a smoke-free workplace. Smoking of tobacco is permitted outside of the building only, and only in designated smoking areas. No smoking of cannabis shall be permitted on the premises at any time.

The following actions will result in immediate dismissal:

- **Diverting marijuana**, which shall be reported immediately to law enforcement and to the Cannabis Control Commission.
- **Engaging in unsafe practices** with regard to FortyTwenty operations, which shall be reported to the Commission.
- Being convicted or entering a guilty plea, plea of *nolo contendere*, or admission to sufficient facts of a **felony drug offense involving distribution to a minor** in the Commonwealth or any other jurisdiction.

Drug and Alcohol Testing Policy for Drivers (Pre-Employment, Reasonable Suspicion, Random Screening): Fourtwenty is a drug-free workplace. All current and prospective Drivers must abide by our drug testing policy. Prospective Drivers will only be asked to submit to a test once a conditional offer of employment has been extended and accepted. An offer of employment is conditioned on the prospective employee testing negative for illegal substances. Fourtwenty's policy is intended to comply with FMCSR, DOT and all state laws governing drug testing and is designed to safeguard employee privacy rights to the fullest extent of the law.

If there is reason to suspect that the employee is working while under the influence of an illegal drug or alcohol, the employee will be suspended until the results of a drug and alcohol test are made available to the Company by the testing laboratory. Where drug or alcohol testing is part of a routine physical or random screening, there will be no adverse employment action taken until the test results are in.

Before being asked to submit to a drug test, the employee will receive written notice of the request or requirements. The employee must also sign a testing authorization and acknowledgement form confirming that he or she is aware of the policy and employee's rights. Any drug testing required or requested the Company will be conducted by a laboratory licensed to do business in the state. All expenses related to the test will be incurred by the company. If the employee receives notice that the employee's test results were confirmed positive, the employee will be given the opportunity to explain the positive result. In addition, the employee may have the same sample retested at a laboratory of the employee's choice. All testing results will remain confidential. Employee must sign a consent form prior to the release of results. Test results may be used in arbitration, administrative hearings and court cases arising as a result of the employee's drug testing. Results will be sent to federal agencies as required by federal law. If the employee is to be referred to a treatment facility for evaluation, the employee's test results will also be made available to the employee's counselor.

Safety and Accident Rules: Fourtwenty will provide a clean, hazard-free, healthy, safe environment in which to work and make every effort to comply with all relevant federal, state and local occupational health and safety laws, including the federal Occupational Safety and Health Act. Employees are required to comply with the safety rules of the Company and are expected to take an active part in maintaining this hazard-free environment. Employees should observe all posted safety rules, adhere to all safety instructions provided by supervisor and use safety equipment where required. Workspace should be kept neat, clean and orderly. Employees are required to report any accidents or injuries –including any breaches of safety – and to promptly report any unsafe equipment, working condition, process or procedure to a supervisor. If an employee becomes ill or is injured while at work, the employee must notify the supervisor immediately. Failure to do so may result in a loss of benefits under the state workers' compensation law. In the event of a work-related injury, the Company will endeavor to provide a light duty/modified work position to accommodate the physical limitations imposed by the injury. Employees are expected to cooperate in the accident investigation process and injury management plan. Failure to abide by the Company's safety and accident rules may result in disciplinary action, up to and including termination.

Compensation: Employees will be paid bi-weekly. Federal, state and local taxes will be withheld as required by law, as well as the required FICA payments.

Benefits: Fourtwenty will provide a full benefits package to employees that will include medical insurance, dental insurance, long-term disability plan, life insurance, and 401k. Employees are responsible for a portion of the premium for benefits, which contribution will be deducted from the employee’s paycheck. The Company will also provide workers’ compensation insurance based on state regulations.

Holidays, Vacation, Other Leave: Fourtwenty will provide one (1) day of paid leave to

employees who, for religious reasons, must be away from the office on days of normal operation; otherwise the employee must use vacation and/or personal days.

Vacation time is available to full-time employees based on length of employment. Vacation accrual is capped at one and one half times an employee's annual vacation accrual rate. Full-time employees are also eligible for the following paid holidays:

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

One Floating holiday to be taken on one of the following holidays:

- President's Day
- Columbus Day
- Day after Thanksgiving
- Christmas Eve

Employees also accrue one hour of personal/sick leave each month for every 30 hours of work, up to a total of 40 hours per calendar year.

Fourtwenty also provides up to three days of paid time off for bereavement leave in the event of the death of a member of immediate family and one day of paid time off in the event of the death of an extended family member. Employees serving in the uniformed services, including the Army, Navy, Marine Corps, Air Force, Coast Guard and Public Health Service commissioned corps, as well as the reserves, may take unpaid military leave as needed, but must provide advance written or verbal notice to the Company unless giving notice is impossible, unreasonable, or precluded by military necessity.

Break Time for Nursing Mothers: The federal Fair Labor Standards Act (FLSA) allows employees to take reasonable, unpaid break time to express breast milk as needed for up to one (1) year after the birth of a child. The Company will provide a place for the employee to express breast milk, other than a bathroom, that is shielded from view and free from intrusion from co-workers and the public. Employees will not be discharged or in any other manner discriminated against in exercising their rights under this policy.

Civic Duty Leave: Employees will be allowed to leave to serve on a jury, if summoned. Fourtwenty will pay employees their regular wages for any work missed for the first three days of service as required by Massachusetts law. Employees called to appear as a witness will be permitted to appear, but without pay.

C. Training

Pursuant to 935 CMR 500.105(2), all of Fourtwenty's employees will be required to complete training prior to performing their job functions. Training will be tailored to the roles and responsibilities of the job function of each employee, and, at a minimum, must include a Responsible Vendor Program under 935 CMR 500.105(2)(b). Staff will receive no less than eight hours of on-going training annually. The core curriculum will include marijuana's effect on the human body, diversion prevention, compliance with tracking requirements, and key state laws and regulations. Employees will be tested on training content and must pass the test by their third attempt in order to remain employed. In addition to these requirements, employees will also receive continuing education related to their specific job functions and training in personal safety, crime prevention, building security, use of personal protective equipment, proper sanitation practices, workplace diversity and tolerance, sexual harassment, and incident reporting.

D. Termination of Employment

Prior to leaving the premises on their final day of employment, employees will be required to surrender to the Company their registration card, their ID badge, any keys or keycards, and any other Company property that may have been issued to the employee by Fourtwenty. The Operations Director will ensure that all systems to which the employee had password access will have new passwords assigned no later than 24 hours after close of business on the employee's last day of employment. Fourtwenty will notify the Commission of the employee's change of status no more than one business day after the employee ceases to be associated with the Company.

E. Record Keeping Compliance

Fourtwenty will maintain staffing and business records to ensure full transparency and recorded accountability. These records will be maintained in accordance with generally accepted accounting principles.

Records will be maintained in a manner so that they are ready for inspection by the Commission upon request. During all business hours there will be at least one staff member present who is able to adequately and thoroughly provide the records for inspection by the Commission.

Records will be maintained both digitally and physically. Digital records will be password protected while physical records are locked. A log will be maintained that must be initialed by authorized employees to sign out physical records for inspection or updates. Inventory records and Seed-to-Sale records will be updated daily. All employees will be required to report any activity during their shift that warrants updates in the records at the end of their shift. A staffing plan will be put in place that will demonstrate accessible business hours and safe cultivation conditions.

In accordance with 935 CMR 500.105 (9), General Operational Requirements for Marijuana Establishments, Record Keeping, Fourtwenty's personnel records will be available for inspection by the Commission, upon request. Fourwenty's records shall be maintained in accordance with generally accepted accounting principles. Written records that are required and are subject to inspection include, but are not necessarily limited to, all records required in any section of 935 CMR 500.000, in addition to the following:

The following Fourtwenty personnel records:

1. Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
2. A personnel record for each of Fourtwenty's marijuana establishment agents.

   Such records shall be maintained for at least 12 months after termination of the individual's affiliation with Fourtwenty and shall include, at a minimum, the following:

   a. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
   b. documentation of verification of references;
   c. the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision

   d. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;

   e. documentation of periodic performance evaluations;
   f. a record of any disciplinary action taken; and
   g. notice of completed responsible vendor and eight-hour related duty training.

3. A staffing plan that will demonstrate accessible business hours and safe cultivation conditions;
4. Personnel policies and procedures; and
5. All background check reports obtained in accordance with 935 CMR 500.030.

Records that contain confidential information, both of employees and customers, will be password protected if digital and locked if kept physically. Only authorized upper level employees will have access to this information. Employees at all levels will be trained on how to maintain confidential information if they receive any during their working hours.

FOURTWENTY INDUSTRIES CO.
Diversity Plan

FOURTWENTY INDUSTRIES CO. ("FourTwenty" or the "Company") is committed to actively promoting diversity, inclusion, and cultural competency, by implementing programmatic and operational procedures and policies that will help to make FourTwenty a leader and champion of diversity, both in the City of Lowell and throughout the broader Massachusetts cannabis industry. FourTwenty's commitment to diversity is reflected in the following Goals, which shall be pursued through the Programs outlined herein, and the progress of which shall be judged by the Measurements/ Metrics as stated below, and adjusted as needed if necessary after semi-annual evaluation:

Goal One: Achieve at least 10% of our staffing needs from people from diverse backgrounds.
Programs to Achieve Diversity Goal One:
• Create a standing Committee on Diversity and Inclusion ("CDI") with membership to be comprised of leaders from all levels of FourTwenty's corporate hierarchy and across all departments.
• Provide on-site interactive workshops, annually (at minimum), covering such topics as the prevention of sexual harassment, racial and cultural diversity, and methods of fostering an inclusive work atmosphere.
• Increase diversity of the make-up of our staff by actively seeking out diverse candidates, both through in-house hiring initiatives and participation in online diversity job boards and in-person job fairs.
• Establish clearly written policies regarding diversity and a zero-tolerance policy for discrimination and/or sexual harassment, which shall be incorporated into our employee handbook.
• Perform intercultural competency assessments of key staff and management to identify areas where additional training may be warranted.
Measurements:
• Qualitative Metrics: Perform annual evaluation of inclusion/diversity initiatives to ensure diversity is one of FourTwenty's strengths and remains a primary focus. This may include anonymous employee surveys or other private submission opportunities so that we can attempt to avoid any sort of reluctance for our employees to inform management how we are truly doing in pursuit of our diversity plan goals. The results of the surveys shall be compared to prior years' results to allow FourTwenty to adjust our programs in the event that our goals are not being achieved.
• Quantitative Metrics: We will strive to achieve at least 10% of our staffing needs from people from diverse backgrounds. The personnel files shall be evaluated on semi-annual basis to determine how many employees from diverse backgrounds occupy positions within the company and that number shall be divided by FourTwenty's total staffing at its Lowell Microbusiness facility to determine the percentage achieved.

Goal Two: Enhance workforce diversity by contracting with diverse businesses.
Diversity in Contracting.
FourTwenty will make good faith efforts to employ a minimum of 10% of its contractors, subcontractors, and suppliers who are listed in the Commonwealth of Massachusetts Directory of Certified Businesses as being a Minority Business Enterprise, a Women Business Enterprise, a Veteran

Business Enterprise, a Lesbian Gay Bisexual Transgender Enterprise, a Service-Disabled Veteran-Owned Business
Enterprise, or a Disability-Owned Business Enterprise, with particular consideration given to businesses classified as Disadvantaged Business Enterprises.

Measurements:

• Qualitative Metrics: We will seek to have diversity across demographic groups and measure those against the primary ownership of all of our contracted partners. We will strive to not limit our contractual relationships to a single disadvantaged business entity ("DBE") category and will instead seek a variety of qualifying businesses to contract with and will judge the mix of those relationships: i.e. we don't want our contractors to all fall within the same category of DBE and instead will seek to find companies from businesses owned by minorities; women; veterans; people with disabilities; and people of diverse gender identities and sexual orientations such as LBGTQ+.

• Quantitative Metrics: FourTwenty's goal shall be that a minimum of 10% of its contractual expenditures will be through contractual agreements with DBE. We will maintain a database of all cannabis establishment wholesale customers and all ancillary service providers by which to judge our progress toward this contracting goal.

Affirmative Statements:

The Company acknowledges that the progress or success of this plan, in its entirety, is required to be documented annually upon renewal (renewal occurs one year from provisional licensure whether or not the licensee has a final license).

The Company shall 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.

The Company affirms and states that any actions taken, or programs instituted, by the Company will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.