



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC281307
Original Issued Date: 07/27/2021
Issued Date: 07/27/2021
Expiration Date: 07/27/2022

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: MACA Industries LLC

Phone Number: 508-473-1161 Email Address: Mike@kaplanslaw.com

Business Address 1: Law Offices of Michael M. Kaplan Business Address 2: 291 Main Street

Business City: Milford Business State: MA Business Zip Code: 01757

Mailing Address 1: Law Offices of Michael M. Kaplan Mailing Address 2: 291 Main Street

Mailing City: Milford Mailing State: MA Mailing Zip Code: 01757

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: 20 Percentage Of Control: 25

Role: Owner / Partner Other Role:

First Name: Michael Last Name: Kaplan 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: 20

Percentage Of Control: 50

Role: Owner / Partner

Other Role:

First Name: Christopher

Last Name: Goff

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: 8

Percentage Of Control: 25

Role: Owner / Partner

Other Role:

First Name: Amanda

Last Name: Cox

Suffix:

Gender: Female

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

Close Associates or Member 1

First Name: Michael

Last Name: Kaplan

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Member/Manager of the LLC applying for the license. Vice President of MACA Industries, LLC and Director of Community Relations.

Close Associates or Member 2

First Name: Christopher

Last Name: Goff

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Member/Manager of the LLC applying for the license. President and Treasurer of MACA Industries, LLC and Director of Operations.

Close Associates or Member 3

First Name: Amanda

Last Name: Cox

Suffix:

Describe the nature of the relationship this person has with the Marijuana Establishment: Member/Manager of the LLC applying for the license. Secretary of MACA Industries, LLC and compliance attorney.

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 2 Condon Way

Establishment Address 2:

Establishment City: Hopedale

Establishment Zip Code: 01747

Approximate square footage of the Establishment: 15000

How many abutters does this property have?: 2

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

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

Cultivation Environment: Indoor

FEE QUESTIONS

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Certification of Host Community Agreement | Host Community Agreement Certification Form.pdf | pdf | 5dbb0b4ab207f82b12a957eb | 10/31/2019 |
| Community Outreach Meeting Documentation | Community Outreach Meeting Documentation.pdf | pdf | 5dbb0b71b35b62300f5da535 | 10/31/2019 |
| Plan to Remain Compliant with Local Zoning | Plan to Remain Compliant with Local Zoning.pdf | pdf | 5dbb120773225f2fcd766fdd | 10/31/2019 |

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 |
|--------------------------|--|------|--------------------------|-------------|
| Other | Attachment A - Commitment Letter.pdf | pdf | 5dbb13e1e3decf2b0b0d56c0 | 10/31/2019 |
| Plan for Positive Impact | Positive Community Impact Plan - revised 4.15.2020.pdf | pdf | 5e976b4e172cbc3545978060 | 04/15/2020 |

ADDITIONAL INFORMATION NOTIFICATION

Notification: I Understand

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Executive / Officer

Other Role: Manager

First Name: Christopher

Last Name: Goff Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 2

Role: Executive / Officer

Other Role: Manager

First Name: Michael

Last Name: Kaplan Suffix:

Date generated: 09/24/2021

Page: 3 of 6

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Executive / Officer

Other Role: Inhouse counsel

First Name: Amanda

Last Name: Cox Suffix:

RMD Association: Not associated with an RMD

Background Question: yes

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|--|---|------|--------------------------|-------------|
| Articles of Organization | Certificate of Organization.pdf | pdf | 5ae2869cd7af757e74820afb | 04/26/2018 |
| Department of Revenue - Certificate of Good standing | Certificate of Good Standing.pdf | pdf | 5dec57b4ea4df3530e64816a | 12/07/2019 |
| Bylaws | By-Laws.pdf | pdf | 5dec613766a32657cfbde906 | 12/07/2019 |
| Secretary of Commonwealth - Certificate of Good Standing | Certificate of Good Standing - Corp. Div..pdf | pdf | 5df83bc5b7ff09534b9ff947 | 12/16/2019 |
| Department of Revenue - Certificate of Good standing | DUA Attestation.pdf | pdf | 5e7d655b9a385038d9d88ce7 | 03/26/2020 |

No documents uploaded

Massachusetts Business Identification Number: 001293205

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|------------------------------|---|------|--------------------------|-------------|
| Business Plan | Business_Plan 6.3.19.pdf | pdf | 5cf404d364ca8317f4fca06e | 06/02/2019 |
| Proposed Timeline | Proposed Timeline.pdf | pdf | 5dec63aa66a32657cfbde90a | 12/07/2019 |
| Plan for Liability Insurance | Plan for Obtaining Liability Insurance - with Addenda.pdf | pdf | 5dec68280f35e05798b3ab50 | 12/07/2019 |

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

| Document Category | Document Name | Type | ID | Upload Date |
|-----------------------------|---------------------------------|------|--------------------------|-------------|
| Dispensing procedures | Dispensing Procedures.pdf | pdf | 5dec6a23b4f83557d6cca4e5 | 12/07/2019 |
| Qualifications and training | Qualifications and Training.pdf | pdf | 5dec6cd5bcb01253152f9943 | 12/07/2019 |

| | | | | |
|--|---|-----|--------------------------|------------|
| Personnel policies including background checks | Personnel Policies - revised.pdf | pdf | 5e7d65e49a385038d9d88ceb | 03/26/2020 |
| Policies and Procedures for cultivating. | Policies and Procedures for Cultivating - revised2.pdf | pdf | 5e7d65fbb014bf38e46cc31e | 03/26/2020 |
| Prevention of diversion | Prevention of Diversion - revised.pdf | pdf | 5e7d6618961ad539052bc41c | 03/26/2020 |
| Quality control and testing | Quality Control and Testing - revised.pdf | pdf | 5e7d66301cdd2e3910a511d6 | 03/26/2020 |
| Record Keeping procedures | Record Keeping Procedures - revised.pdf | pdf | 5e7d66485f1da0353e2b13b9 | 03/26/2020 |
| Restricting Access to age 21 and older | Restricting Access Age 21 and Older - revised.pdf | pdf | 5e7d666481ed8a355b8d6d5b | 03/26/2020 |
| Security plan | Security Plan - revised.pdf | pdf | 5e7d667b2b97cf38fa373fd7 | 03/26/2020 |
| Storage of marijuana | Storage of Marijuana - revised.pdf | pdf | 5e7d668fb7c619391b8b7c1b | 03/26/2020 |
| Maintaining of financial records | Maintenance of Financial Records Plan - revised 4.15.2020.pdf | pdf | 5e976be8172cbc3545978066 | 04/15/2020 |
| Inventory procedures | Inventory Procedures - revised 4.15.2020.pdf | pdf | 5e976bf82b97cf38fa377e3a | 04/15/2020 |
| Transportation of marijuana | Transportation Plan - revised 4.15.2020.pdf | pdf | 5e976c0b5f1da0353e2b52e7 | 04/15/2020 |
| Diversity plan | Diversity Plan revised 4.14.2020.pdf | pdf | 5e9880b8961ad539052c035c | 04/16/2020 |

ATTESTATIONS

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

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

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

Notification: I 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

HOURS OF OPERATION

| | |
|-------------------------|-----------------------|
| Monday From: 8:00 AM | Monday To: 6:00 PM |
| Tuesday From: 8:00 AM | Tuesday To: 6:00 PM |
| Wednesday From: 8:00 AM | Wednesday To: 6:00 PM |
| Thursday From: 8:00 AM | Thursday To: 6:00 PM |
| Friday From: 8:00 AM | Friday To: 6:00 PM |
| Saturday From: 8:00 AM | Saturday To: 6:00 PM |
| Sunday From: 8:00 AM | Sunday To: 6:00 PM |

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).

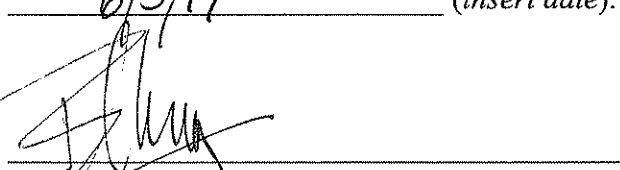
Applicant

I, Michael M Kaplan, (insert name) certify as an authorized representative of MACA Industries (insert name of applicant) that the applicant has executed a host community agreement with Town of Hopedale (insert name of host community) pursuant to G.L.c. 94G § 3(d) on June 3, 2019 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Brian R. Keates, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Board of Selectmen (insert name of host community) to certify that the applicant and Town of Hopedale (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on 6/3/19 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

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, Amanda J. Cox, (insert name) attest as an authorized representative of MACA Industries, LLC (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 February 7, 2019 (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 January 30, 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 January 24, 2019 (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 January 26, 2019 (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*).

Legal Notices

LLAGE STREET, MEDWAY LEGAL NOTICE MORTGAGEE'S NOTICE OF SALE OF REAL ESTATE

due and in execution of the Power of Sale contained in a Mortgage given by Julie D. Flood and Timothy J. Flood Mortgage Electronic Registration Systems, Inc., as nominee of Jicken Loans Inc., its successors and assigns, dated November 8, 2006 and recorded with the Norfolk County Registry of Deeds at Book 24306, Page 31 as affected by a Modification recorded on December 27, 2011 in Said Registry of Deeds at Book 29488, Page 343, subsequently assigned to JPMorgan Chase Bank, N.A. by Mortgage Electronic Registration Systems, Inc., by assignment recorded in Norfolk County Registry of Deeds at Book 29488, Page 343 subsequently assigned to HSBC Bank USA, National Association, as Trustee J.P. Morgan Alternative Loan Trust A1, Mortgage Pass-Through Certificates, Series 2007-A1 JPMorgan Chase Bank, N.A. by assignment recorded in Said County Registry of Deeds at Book 29863, Page 551 for all of the conditions of said Mortgage and for the purpose enclosing same will be sold at Public Auction at 12:00 PM on February 20, 2019 at 353 Village Street, Medway, MA, all regular the premises described in said Mortgage, to wit:

Lot Number: 7B-79 Land situated in the County of Norfolk in the State of MA The land with the buildings thereon situated in part of Medway, Norfolk County, Massachusetts, called Medway, at the corner of Franklin and Village Streets, and led and described as follows, all as shown on a PLAN OF LOT IN MEDWAY, JUNE 10, 1947, KENNETH E. MCINERNEY, CIVIL ENGINEER, recorded with Norfolk Deeds, Book 29488, Page 440: Beginning at the Southeasterly corner of the said premises at land of the New York, New Haven & Hartford Railroad Company and at Franklin Street; thence, running a general Northerly direction 157.50 feet, more or less, to a wall to a County Highway Bound; thence, turning and going in a curved line with a radius of 26.00, 44.36 feet to a County Highway Bound on the Southerly side of Village Street; thence, running in a general Westerly direction, 96.88 feet, led Northerly by Village Street, to a stake which is 20.01 feet Easterly from a County Highway Bound; thence, turning running South 07 degrees 13 minutes 13 seconds East, 100 feet, more or less, to the New York, New Haven & Hartford Railroad Company's Land; and thence running in an Easterly direction, bounded Southerly by land of the New York, New Haven & Hartford Railroad Company, 125 feet. I/We hereby expressly reserve my rights of Homestead, if any, and I/we do wish to terminate my/our Homestead by granting the within page, notwithstanding any language contained therein to the contrary, which language is intended to merely subordinate my right of Homestead to this mortgage only. Commonly known as: 353 Village St, Medway, MA 02053 filed _____, recorded 7.3.2001 Book 15236, Page 443

The premises are to be sold subject to and with the benefit of all liens, restrictions, encroachments, building and zoning laws, unpaid taxes, tax titles, water bills, municipal liens assessments, rights of tenants and parties in possession, attorney's fees and costs.

DEPOSIT OF SALE:
Deposit of FIVE THOUSAND DOLLARS AND 00 CENTS (\$5,000.00) in the form of a certified check, bank treasurer's check or money order will be required to be delivered at or before the time the bid is offered. The successful bidder will be required to execute a Foreclosure Sale Agreement immediately the close of the bidding. The balance of the purchase price will be paid within thirty (30) days from the sale date in the form of a certified check, bank treasurer's check or other check payable to Mortgagee's attorney. The Mortgagee reserves the right to bid at the sale, to reject any and all bids, to continue the sale and to amend the terms of the sale by written or oral agreement made before or during the foreclosure sale. If the sale is set aside for any reason, the Purchaser at the sale will be entitled only to a return of the deposit paid. The pur-

MARIJUANA LEGAL NOTICE NOTICE OF COMMUNITY OUTREACH MEETING REGARDING PROPOSED MARIJUANA CULTIVATION ESTABLISHMENT AT 2 CONDON WAY, HOPEDALE MASSACHUSETTS BY MACA INDUSTRIES, LLC

Notice is hereby given that MACA Industries, LLC, of 291 Main Street, Milford, Massachusetts will conduct a Community Outreach Meeting on the following matter on Thursday, February 7, 2019 in the Hopedale Junior Senior High School auditorium at 25 Adin Street, Hopedale, Massachusetts at 7:00 P.M.

MACA Industries, LLC intends to apply for an Adult-use Marijuana Establishment Cultivator license at 2 Condon Way, Hopedale Massachusetts pursuant to Massachusetts General Laws Chapter 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission. MACA Industries, LLC will not seek a retail Adult-use Marijuana license in Hopedale.

Information presented at the community outreach hearing will include, but not be limited to:

1. The type of Adult-use Marijuana Establishment to be located at the proposed address, to wit, a Cultivation Establishment;
2. Information adequate to demonstrate that the Cultivation Establishment location will be maintained securely;
3. Steps to be taken by the Cultivation Establishment to prevent diversion to minors;
4. A plan by the Cultivation Establishment to positively impact the community and solicitation of community input thereon; and
5. Information adequate to demonstrate that the location will not constitute a nuisance

- securely;
3. Steps to be taken by the Cultivation Establishment to prevent diversion to minors;
4. A plan by the Cultivation Establishment to positively impact the community and solicitation of community input thereon; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions commonly thought or likely to cause nuisance.

Community members will be permitted and are encouraged to ask questions and receive answers from representatives of MACA Industries LLC. A copy of this notice is on file with the Town Clerk, at the Board of Selectmen's office, and the Planning Board office, all located at the Hopedale Town Hall, 78 Hopedale Street, Hopedale Massachusetts, and a copy of this Notice was mailed at least seven calendar days prior to the Community Outreach Meeting to abutters of the proposed address of the Cultivation Establishment, owners of land directly opposite on any public or private street or way, and abutters to the abutters within three hundred feet of the property line of 2 Condon Way 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.

AD#13767470
MDN 1/30/19

MARIJUANA LEGAL NOTICE Notice of Community Outreach Meeting

Notice is hereby given that a Community Outreach Meeting for a proposed marijuana establishment is scheduled for Thursday, February 7, 2019 at 6 PM at the Millerville Men's Club, 8 Lloyd St., Blackstone, MA. The proposed marijuana retailer is anticipated to be operated by DDM Sales, Inc. and located at 1 Lloyd St., Blackstone, MA 01504. There will be an opportunity for the public to ask questions.

AD#13767587
MDN 1/30/19

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING
PROPOSED MARIJUANA CULTIVATION ESTABLISHMENT
AT 2 CONDON WAY, HOPEDALE MASSACHUSETTS BY
MACA INDUSTRIES, LLC

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Michael M. Kaplan
MACA Industries, LLC
Member, Manager, J.D.

UPDATED

**NOTICE OF COMMUNITY OUTREACH MEETING REGARDING
PROPOSED MARIJUANA CULTIVATION ESTABLISHMENT
AT 2 CONDON WAY, HOPEDALE MASSACHUSETTS BY
MACA INDUSTRIES, LLC**

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MACA Industries, LLC intends to apply for an Adult-use Marijuana Establishment Cultivator license at 2 Condon Way, Hopedale Massachusetts pursuant to Massachusetts General Laws Chapter 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations promulgated thereunder, including those promulgated by the Massachusetts Cannabis Control Commission. MACA Industries, LLC will not seek a retail Adult-use Marijuana license in Hopedale.

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2. Information adequate to demonstrate that the Cultivation Establishment location will be maintained securely;
3. Steps to be taken by the Cultivation Establishment to prevent diversion to minors;
4. A plan by the Cultivation Establishment to positively impact the community and solicitation of community input thereon; and
5. Information adequate to demonstrate that the location will not constitute a nuisance to the community by noise, odor, dust, glare, fumes, vibration, heat, glare, or other conditions commonly thought or likely to cause nuisance.

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Michael M. Kaplan
MACA Industries, LLC
Member, Manager, J.D.

January 26, 2018
Via First Class Mail to residents within 300
feet of property line per Hopedale Office of
the Board of Assessors

MACA INDUSTRIES, LLC

Plan to Remain Compliant with Local Zoning

When MACA Industries, LLC first approached the Town of Hopedale as a potential host community about the possibility of establishing a recreational cannabis cultivation facility, our Members/Managers made an effort to meet with as many members of the Town Administration as possible. We specifically met on multiple occasions and otherwise corresponded with Town Administrator Steven Sette, Executive Assistant Susan Brouwer, Selectman Thomas Wesley, Selectman Louis Arcudi, Selectman Brian Keyes, Assessor Teri Gonsalves, Fire Chief Thomas Daige, Deputy Fire Chief David McMorrow, Police Chief Mark Giovanella, Town Clerk Lisa Pedroli, Planning Board Member Stephen Chaplin, and Zoning Board Member Sandra Biagetti. These Town of Hopedale officials confirmed that 2 Condon Way complies with local zoning and building codes for our proposed use.

MACA Industries also engaged Guerriere & Halnon, Inc. - a civil engineering and land surveying company one town over from Hopedale in Milford, Massachusetts - to survey 2 Condon Way, draft a site plan, and provide civil engineering services for the cultivation building. We presented this work to Town of Hopedale officials who reviewed the plans and confirmed that they comply with local zoning and building codes.

MACA Industries has hired William Siskowitz, a construction supervisor and project management professional, to act in those capacities for our buildout (subject only to MACA receiving a Tier 3 Cultivation License). His commitment letter follows as Attachment A. Mr. Siskowitz and additional code review expert(s) hired by MACA Industries to work with Mr. Siskowitz shall ensure that our proposed plans remain compliant before we apply for a building permit. This includes but is not limited to coordination with the Water & Sewer Department, Conservation Commission (for wetland relocation), and the Zoning Board.

MACA will maintain close relationships with all relevant stakeholders throughout the siting, buildout, and any modification of the facility. MACA will continue to ensure compliance through monitoring of changes to state and local codes and zoning ordinances, as well as ongoing collaboration with elected officials and inspectors. This ongoing compliance plan will be led by Mr. Siskowitz, who MACA has also hired to be our on-site Facilities Director (subject only to MACA receiving a Tier 3 Cultivation License and a successful buildout of the facility). See Attachment A.

October 15, 2019

MACA Industries, LLC
c/o Amanda Cox, Esq.
291 Main Street
Milford, MA 01757

Re: MACA Industries, LLC

Dear Amanda:

Please allow this to confirm my commitment to work with and for MACA Industries, LLC (herein "MACA") as its Project Manager for the buildout of its cultivation facility at 2 Condon Way, Hopedale Massachusetts (herein "Cultivation Facility"). As Project Manager, I will be person responsible for ensuring MACA's compliance with any and all local and/or state zonings law and regulations made applicable to the Cultivation Facility. As noted in my resume, which I have attached for your convenience, I have years of experience as a construction professional. Among the positions I held was that of Construction Foreman for Atlantic Excavation Corporation and for Fenway Contracting, where I am currently employed. I also owned and operated Willow Tree Construction in Natick, Massachusetts and have been a Project Management Consultant on many diverse projects.

As we discussed at the meeting with you, Michael Kaplan, and Christopher Goff, I possess the necessary credentials to act as MACA's Project Manager and Construction Supervisor for the projects we have discussed. I reviewed the site plan prepared by Guerriere & Halnon, Inc. for the Cultivation Facility, as commissioned by MACA and I am familiar with the requirements of the site and how to achieve and maintain compliance with Town of Hopedale's Zoning Bylaws as well as all other applicable state and local regulations. After review of the plans and after discussions with the Members/Managers of MACA, I indicated my willingness to act as the Project Manager and Construction Supervisor for the buildout of the Cultivation Facility upon MACA's receipt of a Tier 3 recreational marijuana cultivation license. By this writing, I am now again confirming my commitment to so do.

By this writing, I am also again confirming my commitment to accept employment as the Facilities Director for MACA upon completion of the construction of the Cultivation Facility. In my role as Facilities Director, it will be my sole responsibility onsite at the Cultivation Facility to ensure complete compliance with the Town of Hopedale's Zoning Bylaws and all other applicable state and local regulations on a daily and ongoing basis.

[Signature Pages to Follow]

By the below authorized signature, I, William Siskowitz, commit to the terms outlined above,
under the pains and penalties of perjury on the date noted above.



William Siskowitz
Construction Foreman, Fenway Contracting

By the below authorized signature, MACA Industries, Inc. commits to the terms outlined above
under the pains and penalties of perjury on the date noted above..



Amanda Cox,
Member, Manager,
MACA Industries, LLC



William Siskowitz

(617) 548-1674 | E: Wilost0rm@St0rm.net
NATICK, MA 01760

PROFESSIONAL SUMMARY

Experienced construction professional with a safety-driven and organized approach. Knowledgeable about permitting, inspections and OSHA compliance. Good recordkeeping and team leadership abilities.

Hardworking Construction Foreman bringing 10+ years of progressive experience in the field. Quality-focused and diligent with excellent communication, multitasking and time management skills. Looking for a challenging new position with room for advancement.

SKILLS

- Site monitoring
- OSHA trained
- Blueprints and schematics
- Project estimation and bidding
- Commercial construction
- Heavy equipment operation
- Safety and compliance
- Construction management
- New construction and renovation
- Team oversight
- Proficiency at reading blueprints
- Safety procedures knowledge
- Effective at multi-tasking
- Subcontractor oversight
- Supervisory experience
- Computer proficient

WORK HISTORY

CONSTRUCTION FOREMAN

09/2019 to CURRENT

Fenway Contracting | NATICK, MA

- Operated Heavy equipment safely and efficiently on team of 4 employees
- Supported laborer and planning teams with performing routine and complex construction work
- Analyzed survey reports, maps, blueprints and other topographical and geologic data to effectively plan construction projects

PROJECT MANAGEMENT CONSULTANT

01/2017 to 09/2019

Self Employed | Natick, MA

- Identified profitable business leads and built pipeline of prospective customers
- Prepared reports by collecting, analyzing and summarizing information
- Applied core knowledge, to effectively and promptly communicate sensitive or technical information while adhering to regulatory and corporate privacy guidelines
- Provided guidance to smaller contractors to help network with larger management companies
- Identified key processes within the company that could be improved by implementing safety procedures

OWNER SOLE PROPRIETOR

05/2013 to 12/2016

Willow Tree Construction | Natick, MA

- Reduced personnel turnover and promoted employee development by recruiting team-oriented candidates and implementing new training practices
- Recruited, hired and trained initial personnel, working to establish key internal functions and outline scope of positions for new organization
- Worked independently in fast-paced environment while meeting productivity and quality expectations
- Interacted daily with various company leaders, subcontractors, customers and city inspectors to complete construction projects
- Determined materials needed for daily shift and loaded vehicles with equipment and supplies
- Cleaned, operated and maintained machinery for optimal team productivity
- Worked with speed and accuracy to consistently meet production standards
- Notified management about necessary repairs or professional service needs for building operating systems

FOREMAN

01/2007 to 12/2012

Atlantic Excavation Corp | Needham, Massachusetts

- Communicated with equipment operators to effectively assign equipment and manage smooth materials movements
- Completed diligent equipment inspections, repairs and maintenance actions to prolong life of each piece of machinery
- Drove vehicles to and from work sites and maintained clean driving record
- Ensured projects were completed according to approved time, quality and cost estimates
- Studied and interpreted blueprints to plan construction phases and team assignments
- Maintained building work orders and schedules

EDUCATION

High School Diploma

Natick High School, Natick, MA

Some College (No Degree) | Computer Science And Programming

Mass Bay Community College, Wellesley, MA

Construction Supervisor License | Construction Site Management

Massachusetts Construction School, Woburn, MA

MACA INDUSTRIES, LLC

Plan to Positively Impact Areas of Disproportionate Impact

GOALS:

- A. Reducing barriers to entry into the commercial cannabis industry for at least one but no more than two individuals who, as more fully outlined below, have past drug convictions and/or whose parents or spouses have drug convictions;
- B. Providing technical, legal, and mentoring for the one to two individuals identified in A above; and
- C. Promote sustainable, socially, and economically reparative practices in the Massachusetts cannabis industry by helping the one to two individuals identified in A above, and, MACA anticipates that if these goals are successful during MACA's first full year of operations, MACA will increase the number of individuals identified in A above by one.

PROGRAMS:

MACA Industries, LLC will develop and implement a program to positively impact Massachusetts residents who have past drug convictions and/or Massachusetts residents with parents or spouses who have drug convictions. Specifically, MACA Industries will invite, advise, and provide legal services to clients of New Hope, Inc., a non-profit organization that provides services throughout South-Central and Southeastern Massachusetts including but not limited to life transition and self-sufficiency programs like workplace training and business start-up assistance. New Hope's clients have been disproportionately harmed by past marijuana prohibition and enforcement. Additionally, the majority of New Hope's participants are women facing difficult financial, legal, environmental, and employment situations including obstacles and barriers to obtaining job training and/or starting up a new business enterprise. MACA's positive impact plan will encourage, mentor, and support New Hope candidates and promote their involvement in the Massachusetts cannabis industry within MACA's first year as follows:¹

- 1. Solicit candidates who wish to explore the opportunities presented by the industry;
- 2. Identify and select at least one but no more than two individuals who wish to become involved in the cannabis industry – either as a new business enterprise or as an employee at an established business enterprise;
- 3. Provide legal assistance and counsel (by Michael Kaplan, Esq., Amanda Cox, Esq., or another attorney obtained and paid by MACA Industries) to the selected individual(s) ("participant") in an amount up to \$50,000 each within MACA's first year of operation;
- 4. According to the participant's specific needs, the legal services to be provided may include the following:

¹ New Hope's commitment letter, executed by Marcia Szymanski, is simultaneously submitted as Attachment A.

- a. Develop and file the documents required to incorporate the participant's Massachusetts-based cannabis business;
 - b. Assist in identifying a suitable locus for the participant's proposed business;
 - c. For participant(s) seeking to purchase a locus, provide locus-related assistance/services including but not limited to making an offer to purchase, negotiating a purchase and sale agreement, reviewing any lender/insurance requirements, closing on the premises, etc;
 - d. For participant(s) seeking to construct a building, provide assistance/services related to zoning, variances, permits, etc; and
 - e. For participant(s) seeking to rent, provide assistance/services negotiating a successful lease.
 - f. For participant(s) seeking to gain employment in the cannabis industry, assist in applying for and obtaining the proper registration and/or licensing credentials, review of past convictions to ensure eligibility, identifying job opportunities, and assisting in application-related services including resume building and reference identification.
5. Although participant(s) are likely to exhaust the \$50,000 legal service cap during MACA's first year completing the tasks outlined above, to the extent participant(s) require additional assistance during MACA's first year of operation and he/she/they have not already received \$50,000 in legal services, legal assistance and counsel (by Michael Kaplan, Esq., Amanda Cox, Esq., or another attorney obtained and paid by MACA Industries) may also include the following:
- a. Assist in seeking and obtaining a bank account in Massachusetts to be used by the participant in the operation of its cannabis business including working with entities such as the Safe Harbor Program or any other entity which is utilized by any lender-institution to establish a bank account for the participant;
 - b. To the extent the participant has private financing, draft legal documents which accurately reflect the obligations of the participant and investor;
 - c. Assist in license-related requirements including but not limited to Community Outreach meeting(s), negotiating a host agreement, completing the Cannabis Control Commission application, etc.

MACA anticipates that if this program is successful during MACA's first year, we will re-new this program with New Hope such that MACA Industries would offer legal services outlined in subsection 5 above in its second year of operation, and/or select additional participants in subsequent renewals of this program. In subsequent renewals of this program, MACA envisions adding the following:

6. Mentor and advise participant(s) in commercial cannabis operation pursuant to Massachusetts regulations and law on an ongoing basis; and
7. Develop and host informational seminars concerning the Massachusetts cannabis industry and the opportunities the industry presents.

MEASUREMENTS:

MACA Industries shall maintain comprehensive records of the following for its positive impact plan:

- Program advertisements (including but not limited to content, date, places and times of posting);
- Informational meetings (including but not limited to a summary of subject matter and content, the date, time, and place of the meeting, and those in attendance);
- Application forms;
- Applications received from New Hope clients;
- Number and subject matter of legal services provided to specific program participant(s);
- Number of program participant(s) successfully paired with an employer and/or identification of progress toward that end; and
- To the greatest extent permitted under attorney-client privilege, timesheets and invoices for all work completed for or on behalf of program participant(s) by Michael Kaplan, Esq., Amanda Cox, Esq., or another attorney paid for by MACA Industries that show financial data and hours of legal work for specific program participant(s).

MACA Industries, LLC affirmatively states as follows:

1. The applicant 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; and
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.



The Commonwealth of Massachusetts
William Francis Galvin

Minimum Fee: \$500.00

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

Certificate of Organization

(General Laws, Chapter)

Identification Number: 001293205

1. The exact name of the limited liability company is: MACA INDUSTRIES, LLC

2a. Location of its principal office:

No. and Street: 291 MAIN STREET
SUITE 101

City or Town: MILFORD State: MA Zip: 01757 Country: USA

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

No. and Street: 291 MAIN STREET
SUITE 101

City or Town: MILFORD State: MA Zip: 01757 Country: USA

3. The general character of business, and if the limited liability company is organized to render professional service, the service to be rendered:

ALL AGRICULTURAL UNDERTAKINGS PERMISSIBLE UNDER MASSACHUSETTS LAW.

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: MICHAEL M. KAPLAN, ESQ.
 No. and Street: LAW OFFICE OF MICHAEL M. KAPLAN
291 MAIN STREET, SUITE 101

City or Town: MILFORD State: MA Zip: 01757 Country: USA

I, MICHAEL M. KAPLAN, ESQ. resident agent of the above limited liability company, consent to my appointment as the resident agent of the above limited liability company pursuant to G. L. Chapter 156C Section 12.

6. The name and business address of each manager, if any:

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------|--|---|
| MANAGER | MICHAEL M KAPLAN | 291 MAIN STREET MILFORD, MA 01757 USA |
| MANAGER | AMANDA JOY COX | 27 CHURCH STREET MILFORD, MA 01757 USA |
| MANAGER | CHRISTOPHER F GOFF | 52 SILVER HILL LANE, APT. 23 NATICK, MA 01760 USA |

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

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

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

| Title | Individual Name First, Middle, Last, Suffix | Address (no PO Box) Address, City or Town, State, Zip Code |
|---------------|---|--|
| REAL PROPERTY | MICHAEL M KAPLAN | 291 MAIN STREET MILFORD, MA 01757 USA |

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 2 Day of October, 2017,
AMANDA J. COX

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

THE COMMONWEALTH OF MASSACHUSETTS

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

October 02, 2017 12:47 PM

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

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MICHAEL KAPLAN/AMANDA COX
MACA INDUSTRIES, LLC
191 MAIN ST BLDG 101
MILFORD MA 01757-2607

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, MACA INDUSTRIES, LLC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

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

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

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 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

**BY-LAWS
OF
MACA Industries, LLC

MEMBER MANAGED**

Michael M. Kaplan, Christopher F. Goff, and Amanda J. Cox (the “Members”) hereby adopt the following corporate by-laws:

**SECTION I
ORGANIZATION AND BUSINESS PURPOSE**

1.1 **Formation.** Articles of Organization have been filed with the Commonwealth of Massachusetts, Secretary of the Commonwealth, Corporations Division on or about September 29, 2017. One or more Member(s), as necessary, also shall execute or cause to be executed all other instruments, certificates, notices, and documents as may now or hereafter be required for the formation, valid existence and, if appropriate, termination of the LLC as a limited liability company under the laws of the Commonwealth of Massachusetts.

1.2 **Name.** The name of the Company shall be MACA Industries, LLC. The Company may do business under this name and under any other name or names which the Members select. If the Company does business under a name other than that set forth in its Certificate of Formation, the Company shall file a DBA (Doing Business As) name locally in the towns and/or cities in which it operates and otherwise as required by law.

1.3 **Term.** Recognizing that the Members already have invested time planning and developing the Company’s business, the Company will officially commence its business as of the date of the filing of the Certificate of Formation with the Secretary of the Commonwealth and will continue until dissolution pursuant to Section 9 of this Agreement. The LLC’s existence shall be perpetual without term.

1.4 **Principal Office** The location of the principal place of business of the Company within the Commonwealth of Massachusetts shall be determined as soon as practicable after Company formation. In the interim, the Company’s temporary principal place of business shall be the Law Offices of Michael M. Kaplan, The Alexander Garrett Building, 291 Main Street, Milford, Massachusetts 01757.

1.5 **Registered Agent.** Michael M. Kaplan, Esq. shall be the registered agent for the Company with an office located at the Law Offices of Michael M. Kaplan, The Alexander Garrett Building, 291 Main Street, Milford, Massachusetts 01757. One or more Member(s), pursuant to this Agreement and Massachusetts law, shall designate successor agents as necessary from time to time. The Company shall file such documentation as required by the Secretary of the Commonwealth anytime it changes its registered agent.

1.6 **Members.** The name, present mailing address, and percentage interest of each Member is set forth in Schedule A and includes whether such members are voting or non-

voting members and, in the case of voting members, each's respective voting power percentages. Pursuant to this Agreement, the Company may amend Schedule A as necessary from time to time.

1.7 Admission of Additional Members. No additional members may be admitted to the Company without the prior unanimous written consent of all of voting Members.. All Members admitted after execution of the original Operating Agreement as amended herein shall be non-voting members of the Company unless otherwise agreed to by all voting Members in writing.

1.8 Business Purpose. The purpose of the Company is to engage in any lawful act or activity for which a Limited Liability Company may be formed within the Commonwealth of Massachusetts. Specifically, the Company is initially formed for the purpose of cultivating marijuana for the recreational or, alternatively, the medical market in the Commonwealth of Massachusetts. The Company has the power to do all things necessary, incident, or in furtherance of that business.

1.9 Company Property. No real or other Company property shall be deemed to be owned by any Member individually, but shall be owned by and title shall be vested solely in the Company.

2.0 Accounting Period. The close of the Company's year for financial statement and income tax purposes shall be as determined by the Members.

SECTION II CAPITAL CONTRIBUTIONS

2.1 Capital Contributions. Capital contributions shall mean the money, property, or services contributed to the Company in exchange for an ownership interest in the Company. Ownership interest shall be determined as specified in section 2.3. For purposes of ownership interest, no distinction is or shall be made between money, property, or services contributed.

2.2 Additional Capital Contributions. One or more Member(s) shall make capital contributions to the Company as necessary from time to time to effectuate the business of the Company. In the case of capital contributions made by way of services, Member(s) shall be required to perform only those services reasonably included in Sechedule C. Monetary capital contributions shall be repaid according to the return schedule as set forth in Schedule B. Monetary capital contributions subject to repayment as of the date of this Amended Operating Agreement also are listed in Schedule A. This provision shall not prohibit the Company from electing, in accordance with this Agreement, to pay one or more Members for services, in addition to and not in place of repayment of capital contributions.

2.3 Percentage Interest Each Member will own a percentage interest in the Company. Each Member's Percentage Interest is set forth on Schedule A.

SECTION III
ALLOCATIONS OF PROFITS AND LOSSES, DISTRIBUTIONS, WITHHOLDINGS,
AND METHOD OF ACCOUNTING

3.1 **Allocation of Profits and Losses** The Company's net profits or net losses shall be determined on an annual basis and shall be allocated to the Member in proportion to his/her percentage interest in the Company as set forth in Schedule A and in accordance with applicable law.

3.2 **Distributions** The Members shall determine and distribute available funds in such amount and at such time as they see fit. Available funds shall mean the net cash of the Company available after the Members have allocated appropriate provisions for expenses and liabilities.

3.3 **Distribution of Assets Upon Sale, Termination, and/or Liquidation of the Company.** If any assets of the Company are distributed in kind to a Member, those assets shall be valued on the basis of their fair market value. The fair market value of the assets shall be determined by an independent appraiser who shall be selected by the Members. The profit or loss for each unsold asset shall be determined as if the asset had been sold at fair market value and shall be allocated as provided in Section 3.1.

3.4 **Withholding.** The Members are authorized to withhold from distributions, profit allocations, or payments to other Members, in order to pay appropriate federal, state, or local government authority any amount required to be withheld pursuant to the provision of applicable law. All amounts withheld pursuant to this section, shall be treated as amounts distributed to such Member pursuant to Section 3.2.

3.5 **Method of Accounting.** The Company will use the accrual method of accounting for financial reporting and tax purposes.

3.6 **Amendments to this section.** The Members are authorized, pursuant to Section 12.1 and upon the advice of the Company's tax counsel, to amend this Section 3 to comply with applicable laws or to maximize the Company's tax advantage.

SECTION IV
MANAGEMENT

4.1 **Member Managed.** The management of the Company shall be vested in its Members. The Members shall be agents of the Company for the purpose of the Company and its affairs. The Members shall possess all power on behalf of the Company to do all things necessary to carry out the business and affairs of the Company except as otherwise limited by this Agreement. The specific responsibilities for Member positions are set out in Schedule C and their respective voting power percentages are set out in Schedule A.

4.2 **Powers of Members.** Unanimous written approval of voting Members shall be required for the Company to take any action, incur any obligation, or exercise any power concerning any of the following:

- 4.2.1 The lease, transfer, encumbrance, or other disposition by the Company of all or substantially all of its assets;
- 4.2.2 Any merger or consolidation involving the Company;
- 4.2.3 Any split, combination or reclassification of any Member's interest;
- 4.2.4 The admission of any person as a Member of the Company;
- 4.2.5 Any change of the Company's name or any amendment to the Certificate of Organization or this Agreement, including, without limitation, any change in the purposes of the Company;
- 4.2.6 Purchases outside of the ordinary course of business or in excess of \$1,000;
- 4.2.7 Asset leases, including but not limited to real property;
- 4.2.8 The acquisition of any equity interest of any other person or entity, other than in the ordinary course of business;
- 4.2.9 Compensation to Members;
- 4.2.10 Member removal; and
- 4.2.11 Billing Company for services

4.3 **Majority Decisions.** On matters not requiring unanimous voting Member approval, majority approval pursuant to Schedule A shall be sufficient for a measure to pass. Majority approval shall not be required for actions taken by a Member in the ordinary course of business in performance of the Member's duties.

4.4 **Deadlock of Members** The Members shall make due effort to resolve differences within the membership. In the event the Members are not able to agree on an appropriate resolution then the Members shall submit to mediation.

4.5 **Meetings and Voting.** Voting Members of the Company may take any action at a meeting in person, by proxy, or without a meeting by written resolution. Meetings may be conducted in person or by telephone or video conference. Alternatively, voting Members may take actions without a meeting by written vote, including but not limited e-mail or text. Each voting Member shall be entitled to vote upon all matters. Any Member may call a meeting, with advanced written notice to all Members.

4.6 **Standard of Care.** The Members acknowledge and agree that each stands in a fiduciary relationship to the other Members and to the Company. As such, each Member shall fulfill his or her duties in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances, and in a manner he or she reasonably believes to be in the best interest of the Company.

4.7 **Opportunities of the Company.** Opportunities that present themselves to any Member or Members falling within the business carried out by the Company as defined in section 1.8 shall be considered a Company opportunity. All Company opportunities must be presented to the Company. No Member shall divert any Company opportunity to him or herself even if, after due consideration, the Company rejects the opportunity.

4.8 **Access to Company Records.** Each Member shall have the right to inspect the books and records of the Company after giving reasonable notice to the custodian of said documents and information.

SECTION V BANKING, PAYMENT OF EXPENSES AND COMPENSATION

5.1 **Bank Accounts.** All Company funds shall be deposited in a Commonwealth of Massachusetts credit union or other bank account in the Company's name. The Members shall determine the institution(s) where the account(s) will be opened and maintained, the type(s) of account(s), and who has authority with respect to the accounts and the funds therein.

5.2 **Legal and Accounting Services.** The Company may obtain legal and accounting services to the extent reasonably necessary for the conduct of the Company's business. All else equal, the Company shall consider utilizing the legal services of Modern Law, PLLC. and/or Michael M. Kaplan, Esq. before considering outside representation.

5.3 **Compensation.** The Company may, but is not required to compensate its Members. Compensation shall be made in an amount and at such time as determined by the Members.

5.4 **Financial Statements.** The Company Treasurer shall keep a current record of the Company's finances in an encrypted Quickbooks file(s) saved to a secure, local server. The Treasurer shall update the file(s) on a weekly basis and have summary reports for the Members review at each meeting.

SECTION VI COMPANY RECORDS

6.1 **Records.** The Members shall cause the Company to keep at the principal place of business the following:

1. Current list of names and address of the Member(s);
2. A copy of this Operating Agreement, all amendments thereto, and all attached Schedules;
3. A copy of the Certificate of Organization;
4. Copies of the Company's federal and state tax returns, reports, and other financial statements; and

5. Meeting minutes.

6.2 **Meeting Minutes.** The Company Secretary shall prepare meeting minutes for each meeting within two (2) business days of the meeting and circulate the minutes for comment and approval by the Members.

SECTION VII LIMITATION OF LIABILITY, INDEPENDENT ACTIVITIES AND INDEMNIFICATION

7.1 **Limitation of Liability** To the extent permitted by law, the Members shall not be liable for damages or otherwise to the Company or any other Member, for any act, omission or error in judgment performed, omitted or made by him or her or them in good faith and in a manner reasonably believed by it or them to be within the scope of authority granted by this Agreement provided that such act, omission, or error in judgment does not constitute bad faith, fraud, gross negligence, intentional misconduct, breach of fiduciary duty, or knowing violations of the law.

7.2 **Limitations to Third Parties** The debts, obligations, and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations, and liabilities of the Company, and no Member of the Company shall be obligated personally for any such debt, obligation, or liability by reason of being a Member of the Company. This does not prohibit a Member from voluntarily and separately agreeing to guaranty or otherwise become liable for a debt that also is one of the Company's.

7.3 **Independent Activities** Members may engage in or possess an interest in other businesses of any nature or description, including, but not limited to, ownership, employment by, or financing, except for businesses that are similar to the business of the Company as more fully described in subsection 1.8 of this Agreement.

7.4 **Indemnification** To the extent permitted by law, and except as otherwise provided in this Section, the Company shall indemnify any Member or Manager (and may indemnify any employee or agent) of the Company who was or is a party or is threatened to be made a party to a potential, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, and whether formal or informal, other than an action by or in the name of the Company, by reason of the fact that such person is or was a Member, Manager, employee, or agent of the Company. Indemnification shall be limited to expenses, including reasonable attorneys' fees, judgments, penalties, fines, awards, and amounts paid in settlement actually and reasonably incurred by such person in connection with the action, suit, or proceeding, if, and only if, the person acted in good faith, with the care an ordinary prudent person in a like position would exercise under similar circumstances. The Company must have reasonable notice of claims or causes of action and an opportunity to take over the Member or Manager's defense, if so warranted and in the Company's sole discretion. For persons other than Company Members or Managers, indemnification shall only be made after an affirmative vote of a majority of voting Members.

SECTION VIII
TRANSFERS, ASSIGNMENT, AND WITHDRAWAL

8.1 **Transfers Prohibited.** Except as otherwise provided in this Agreement, no Member may voluntarily or involuntarily transfer, sell, convey, encumber, assign, or otherwise dispose of (collectively, "Transfer") his or her interest in the Company without the prior written consent of all non-transferring, voting Members.

8.2 **Death of Member.** In the event a Member dies, each surviving Member (a "Buyer") shall have an option (the "Post Mortem Option") to purchase the deceased member's LLC interest, on a pro rata basis, for a purchase price equal to his or her "Pro Rata FMV."

8.2.1 The Post Mortem Option shall be exercised by written notice of exercise given to the Administrator, Executor, or other individual controlling the decedent's estate ("Decedent's Representative").

8.2.2 Each Buyer may exercise the Post Mortem Option as to all or any part of the deceased Member's interest, provided, however, that if there is more than one Buyer, each shall have priority over the other Buyer(s) to purchase from the Decedent's Representative the same proportion of the deceased member's LLC interest as such Buyer's interest bears to all outstanding interests. Furthermore, each Buyer shall also have the same priority in purchasing any part of the deceased Member's interest which has not been optioned to any other Buyer(s), until such time as all of the deceased Member's interest has either been optioned or until all of the Buyers have optioned the desired part of the Member's interest, as the case may be.

8.2.3 The fair market value ("FMV") of the deceased Member's interest shall be equal to the FMV of the Company, as determined herein, multiplied by the percentage of outstanding Company interest owned by the deceased Member as shown on Schedule A (the "Pro Rata FMV").

8.2.4 The FMV of the Company shall be determined by valuing the Company and its assets on the date of death. The surviving Members and the Decedent's Representative shall mutually agree on FMV, and all expenses associated with making such determination shall be borne by the Company. If the surviving Members and the Decedent's Representative cannot agree on FMV, the Company shall retain an independent accountant and appraiser to determine FMV.

8.2.5 Each Buyer must exercise the Post Mortem Option within thirty (30) days following the determination of the Pro Rata FMV of the deceased Member's interest.

8.2.6 The Buyer(s) shall make payment(s) of FMV to the the decedent's beneficiary or beneficiaries as identified in the decedent's will or, if the decedent dies intestate, to the beneficiary or beneficiaries identified by G.L. c. 190B, § 2-101, et seq. Such payment shall be made within thirty (30) days after the

agreement or establishment otherwise of FMV or in a reasonable time period, agreed between the Company and the Decedent's Representative in writing.

8.2.7 At the time of payment pursuant to Section 8.2.6, the Decedent's Representative shall convey marketable title to the deceased Member's interest (subject to the provisions of this Agreement but free from all claims, liens or encumbrances) to each Buyer by good and sufficient instrument(s) of transfer.

8.2.8 The Decedent's Representative shall, on behalf of the Decedent's estate, continue to receive distributions in accordance with section 3.1 up to and until the Decedent's Representative receives full payment for the deceased Member's ownership interest. During this period, however, the Decedent's Representative shall not have voting rights.

8.3 **Withdrawal.** A Member may withdraw from the Company prior to dissolution and winding up of the Company. However, in the event a Member chooses to withdraw prior to dissolution, each remaining Member has the option to purchase the withdrawing Member's LLC interest, on a pro rata basis, for a purchase price equal to its "Pro Rata FMV."

8.3.1 For purposes of this Section, the withdrawing Member's interest shall be optioned pursuant to the procedure outlined in Section 8.2 except that the cost of determining RMV shall be borne by the withdrawing Member.

8.3.2 The withdrawing Member shall continue to receive distributions in accordance with Section 3.1 up to and until the withdrawing Member receives full payment for the withdrawing Member's ownership interest. During this period, however, the withdrawing Member shall not have voting rights and shall not be bound by Section 4.

8.4 **Invalid Transfer of Interest.** Each Member hereby acknowledges and agrees that any transfer of any Interest or portion thereof in violation of the term of Section 8 shall be deemed invalid, null and void, and of no force or effect. This includes, but is not limited to, any assignment, pledge, or collateralization of the interest. This also includes any attempt to bequeath the interest itself to another in a Will or any transfer to a spouse in a divorce or other separation document.

8.5 **Bankruptcy of Member.** If a Member declares personal bankruptcy, neither that Member nor his bankruptcy trustee shall be entitled to exercise any rights, powers, or privileges of a Member, and his or her ownership interest shall be considered redeemed by the Company.

8.5.1 In exchange for the bankrupt Member's ownership interest, the bankruptcy trustee shall receive from the Company, one hundred percent (100%) of the FMV of that ownership interest. For purposes of treatment, the bankrupt Member's interest shall be optioned pursuant to Section 8.3 as though the Member were withdrawing from the Company.

8.6 Removal of Member. A Member may be involuntarily removed from the Company to the extent this Agreement requires the Member to provide services to the Company as outlined in Schedule C, if said Member does not substantially perform the promised services, and all of the remaining Members vote for removal. The remaining Members shall provide written notice to the Member in question, detailing the unsatisfactory performance and reciting a thirty (30) day cure period. If the Member in question does not satisfactorily cure the deficiency within thirty (30) days of receiving notice, the remaining Members may bring a Motion to Remove the Member for a vote. If all of the remaining voting Members vote for removal, the Motion will carry.

8.6.1 If removed, the Member in question shall no longer be entitled to exercise any rights, powers, or privileges of a Member, and his or her ownership Interest shall be considered redeemed by the Company.

8.6.2 In exchange for his or her ownership interest, the removed Member shall receive from the Company, one hundred percent (100%) of the FMV of that ownership interest. For purposes of treatment, the removed Member's interest shall be optioned pursuant to Section 8.3 as though the Member were withdrawing from the Company.

8.7 Reduction of ownership interest. No Member's ownership interest shall be forcibly reduced or divided by the vote of other Members.

SECTION IX DISSOLUTION AND LIQUIDATION

9.1 Events of Dissolution The Company shall be dissolved upon the happening of any of the following events:

9.1.1 Unanimous written consent of all the Members.

9.1.2 Unlawfulness.

9.1.3 Death, expulsion, bankruptcy, or the occurrence of any event that terminates the continued membership of the second-to-last Member, unless the sole remaining Member, within 120 days after the date of that event, elects to continue the business of the Company. In the event the sole remaining Member elects to continue the business then the second-to-last Member shall be treated as a withdrawn Member for purposes of this Agreement and Section 8.2 shall apply.

9.1.4 Sale, transfer, or other disposition of all or substantially of the Company's assets.

9.1.5 Any other event causing dissolution under the laws of the Commonwealth of Massachusetts.

10 Procedure for Winding up and Dissolution. If the Company is dissolved, the Members shall wind up its affairs by taking a full account of the Company's assets and

liabilities. Upon winding up the Company, the assets of the Company shall be distributed first to creditors who are not Members of the Company in satisfaction of any debts of the Company, then to Members in discharge of any debts owed to the Members, and any excess amount available after the Members have paid all of the Company's claims and obligations shall be distributed to the Members in accordance with Section 3 of this Agreement.

11 **Termination.** The Members shall comply with any applicable law pertaining to the winding up of the affairs of the Company and the final distribution of assets. Upon the completion of the winding up, liquidation, and distribution of assets, and the filing of a Certificate of Cancellation, the Company shall be deemed terminated.

SECTION X GENERAL PROVISIONS

12.1 **Amendment.** Amendments to this Agreement may be proposed by the Members. A proposed amendment will be adopted and made effective only with the unanimous written approval of all the Members.

12.2 **Modification.** No modification or amendment of any provision of this Agreement shall be binding on any Member without the prior written consent of all the Members.

12.3 **Governing Law.** This Agreement and the rights and obligations of the Members under it are governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts.

12.4 **Dispute Resolution.** Any dispute, controversy, or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled first by non-binding mediation and, if the Members are not satisfied by the results thereof, then by binding arbitration. The arbitration shall proceed pursuant to the commercial arbitration rules of the American Arbitration Association ("AAA"), although the parties need not retain AAA or any similar commercial service provider to conduct the arbitration.

12.4.1 The arbitration proceedings shall be conducted in the Commonwealth of Massachusetts, at a location to be agreed on by the Members. If the Members cannot agree, the arbitration shall be conducted in Middlesex County, Massachusetts. The Members shall mutually agree on an arbitrator. If the Members are not able to mutually agree on a single arbitrator, each Member will then select an arbitrator who, working together, will appoint a third arbitrator who will serve as the sole arbiter of the dispute.

12.4.2 The arbitrator shall award the prevailing Member(s)/party his or her or their reasonable attorneys' fees and costs associated with the arbitration.

12.4.3 The prevailing Member(s)/party may enter any judgment or award rendered by the arbitrator in any court having jurisdiction thereof. The prevailing Member(s)/party shall be entitled to his or her reasonable attorneys' fees and costs

associated with collecting the judgment. Interest shall run on all obligations at the statutory rate of twelve percent (12%) per annum.

12.5 Complete Agreement. This Agreement constitutes the entire and exclusive understanding and agreement of its Members. It supersedes all prior written and oral statements, including any prior representation, statement, condition or warranty.

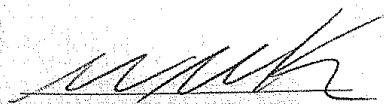
12.6 Severability. If it is determined by a court or other competent body that any provision or wording of this Agreement is invalid or unenforceable under state or other applicable law, such invalidity or unenforceability shall not invalidate the entire Agreement. Whenever two or more interpretations of the provisions or wording of this Agreement are possible, the interpretation or construction that leads to the enforcement and validity of any provision of this Agreement shall be favored and deemed to be the intended interpretation of the Members/parties to this Agreement.

12.7 Notice. All notices required to be given by this Agreement shall be in writing and sent to the appropriate address as listed on Schedule A and will be effective upon receipt.

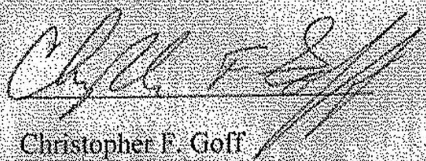
12.8 Additional Documents. Each Member shall execute such additional documents and take such actions as are reasonably requested by the other Members in order to complete or confirm the transactions contemplated by this Agreement.

12.9 Counterparts. This Agreement may be executed in two or more counterparts, which together will constitute one Agreement.

12.10 Third-Party Beneficiaries. The provisions of this Agreement are intended solely for the benefit of the Members and create no rights or obligations enforceable by any third party, including but not limited to creditors of the Company, except as otherwise required by applicable law.

A stylized, cursive handwritten signature in black ink, appearing to read 'mmk'.

Michael M. Kaplan

A cursive handwritten signature in black ink, appearing to read 'Ch. F. Goff'.

Christopher F. Goff

A cursive handwritten signature in black ink, appearing to read 'ajcox'.

Amanda J. Cox

SCHEDULE A
MACA Industries, LLC

| Members/Managers | Voting Percentage | Ownership |
|--|--------------------------|------------------|
| Michael M. Kaplan 639 Aldrich Street Uxbridge, MA 01569-2109 | 25% | 20% |
| Christopher F. Goff 52 Silver Hill Lane, Apt. 23 Natick, MA 01760-3743 | 50% | 20% |
| Amanda J. Cox 27 Church Street Milford, MA 01757 | 25% | 8% |
| Outstanding Capital Investments | 0% | 52% |

SCHEDULE B
MACA Industries, LLC

Return Schedule

TBD

SCHEDULE C
MACA Industries, LLC

**Names and Addresses
of Members**

Member Responsibilities

Michael M. Kaplan
639 Aldrich Street
Uxbridge, MA 01569-2109

Community liaison

Christopher F. Goff
52 Silver Hill Lane, Apt. 23
Natick, MA 01760-3743

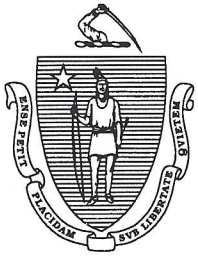
Marketing and management

Amanda J. Cox
27 Church Street
Milford, MA 01757

In-house counsel

Outstanding capital investments

Investors



William Francis Galvin
Secretary of the
Commonwealth

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

October 30, 2019

TO WHOM IT MAY CONCERN:

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

MACA INDUSTRIES, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **October 2, 2017**.

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

I also certify that the names of all managers listed in the most recent filing are:
CHRISTOPHER F GOFF, MICHAEL M KAPLAN, AMANDA JOY COX

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **CHRISTOPHER F GOFF, MICHAEL M KAPLAN, AMANDA JOY COX**

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



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

**MACA INDUSTRIES, LLC
ATTESTATION CONCERNING DEPARTMENT OF UNEMPLOYMENT
ASSISTANCE**

Pursuant to the attached ineligibility determination, MACA Industries, LLC has not yet met the threshold to become subject to Massachusetts Unemployment Insurance (UI) law. MACA Industries, LLC will not be eligible to become subject to UI law until MACA Industries, LLC hires employees. MACA Industries, LLC currently is not operating and has no employees.



Amanda J. Cox, Esq.
Member, Manager
Compliance Attorney
MACA Industries, LLC
291 Main Street
Milford, MA 01757

Dated: March 25, 2020



Determination of Employer Status

Based on the information you furnished, you have not yet met the threshold to become subject to Massachusetts Unemployment Insurance (UI) Law. The business has been assigned Employer Account Number which should be used for all contact with this Agency.

UI Employer Account Number

Employer Account Number: **22161292**
Permanent User ID: **acox11**
Password: **33524Lxt&**

Non-Subject Employer Information

Although determined non-subject, **the business is required under MGL 62E Section 2 to submit quarterly Employment and Wage Detail reports.** Please log in to the on-line employer account to review/update profile information and to complete quarterly Employment and Wage Detail reports.

When you pay wages that meet the threshold to become subject to Massachusetts UI Law, access the business on-line employer account to update profile information as a new determination will be necessary. Please do not hesitate to contact us if you require further assistance.

BUSINESS PLAN

MACA Industries, LLC

Christopher Goff, Owner

June 3, 2019

1. EXECUTIVE SUMMARY

1.1 Product

MACA Industries is an enterprise created by four professionals with combined talents in all areas of expertise necessary to establish a cannabis cultivation farm focused on the cultivation of high-quality cannabis. MACA Industries will develop and train a skilled and semi-skilled staff in the art of cultivation techniques specific to marijuana.

The enterprise's aim is to carry out intensive and high turnover production, off a small area, while providing work and leadership experience for a local workforce and community support.

MACA Industries is a combination of cutting edge, high quality, efficient cannabis technology and production. It is committed to producing the highest quality, highest yield cannabis of differing strains for marketing to Massachusetts licensed marijuana retailers and/or marijuana product manufacturers.

1.2 Customers

The target audience for MACA Industries is Massachusetts licensed marijuana retailers and/or marijuana product manufacturers. MACA Industries is exclusively a cultivation enterprise seeking a Tier 3 license and does not market or sell products directly to private consumers. MACA Industries thereby focuses on growing environmentally and socially responsible cannabis that is amongst the finest in Massachusetts.

1.3 What Drives Us

MACA Industries is committed to:

- (1) producing high quality, responsibly-grown cannabis for sale to Massachusetts licensed marijuana retailers and/or marijuana product manufacturers;
- (2) creating opportunities for leadership and a highly productive team of local men and women who work on the farm; and
- (3) providing socially and environmentally responsible support to address community needs, including but not limited to:
 - (a) sending police officers from the Town of Hopedale for training as DREs (drug recognition experts) as suggested by Hopedale Police Chief Giovanella. MACA

Industries will support the efforts of the Town's Opioid Task Force in developing and implementing programming to support drug abuse awareness and substance abuse prevention, including drug awareness of marijuana. MACA Industries is scheduled to attend the August 20, 2019 Task Force presentation at Atria Draper Place to introduce ourselves and provide support and identify additional programs to complement the Town's current educational program; and

- (b) Implement projects suggested by the town residents include creating a dog park and/or renovating existing ball fields. We also agreed to make monetary contributions to defray the cost for seniors who use the transportation system.

2. COMPANY DESCRIPTION

2.1 Principal Members

Michael M. Kaplan, Esq. - owner, community interface, and political liaison

Christopher F. Goff - owner, technology development and implementation officer, and marketing specialist

Arthur B. Davies - owner, cannabis cultivation expert, and workforce supervisor

Amanda J. Cox, Esq. - owner, ethical and legal compliance, and community outreach support

2.2 Legal Structure

MACA Industries is a four-member-operated Massachusetts Limited Liability Corporation.

3. MARKET RESEARCH

3.1 Industry

The cannabis cultivation industry is relatively new in the United States market, in terms of research and the number of completely developed and operational farms. The biggest challenge is the start-up costs to erect a fully state-of-the-art greenhouse project. Therefore, in developing this undertaking, MACA Industries takes two major factors into account.

- (1) Selected Markets. To obtain the highest price and comply with state regulations, the product must be sold directly to Massachusetts licensed marijuana retailers and/or marijuana product

manufacturers.

- (2) Project size. The project must be able to supply year-round yields and be financially, socially, and environmentally efficient.

Based on its research into the few states that have already legalized recreational marijuana, MACA Industries forecasts high returns on investment and profit distribution for those companies that are in production by December 31, 2019. MACA Industries' market analysis of all states that have legalized recreational marijuana including Colorado, Washington, Oregon, California, and Nevada indicate that all been very successful.

3.2 Customers

Target customers are Massachusetts licensed marijuana retailers and/or marijuana product manufacturers interested in providing a consistently highest quality and long-lasting product to the public. The contours of cannabis taxation in Massachusetts suggests that consumers and dispensaries alike will value quality product and will research the cannabis they buy. Consequently, high-quality cannabis that is efficiently and responsibly harvested will spur customer loyalty to our product.

3.3 Competitive Advantage

Among the many advantages MACA Industries has over its competition, the following are most pertinent:

- (1) Local community connections who already have articulated an interest in a mutually beneficial relationship with MACA Industries;
- (2) Business connections including banking and real estate, including but not limited to the safeguard of profits and leasing and purchase of property;
- (3) In-house technology expertise;
- (4) In-house cultivation expertise; and
- (5) In-house legal and ethical compliance services.

In addition to its talented team of professionals, MACA Industries intends to use the most efficient and responsible cultivation techniques, generating a higher quality and cleaner product than competitors. MACA Industries also will grow year-round and protect the product from the elements and outdoor pests, both of which are advantages over outdoor growers.

3.4 Regulation

Massachusetts marijuana cultivation is subject to the following Massachusetts regulations:

G.L. c. 55 (H3818), c. 10A § 76-77; c. 64N, c. 94C, c. 94G, and case law including but not limited to Com. v. Cruz, 459 Mass. 459 (2011); Com. v. Gerhardt, 477 Mass. 775 (2017); Com. v. Keefner, 461 Mass. 507 (2012); and Com. v. Rodriguez, 472 Mass. 767 (2015).

4. PRODUCT/SERVICE LINE

4.1 Product or Service

MACA Industries will harvest, dry, and cure cannabis for Massachusetts licensed marijuana retailers and/or marijuana product manufacturers. Our production will utilize state-of-the-art techniques including seedling diversification, low-stress plant training, genetic mothering, autoflowering, and feminized seeds. This combined approach will ensure a market-share edge as well as efficiency and responsible fertilization and growing techniques.

4.2 Pricing Structure

MACA Industries will offer its products at a competitive rate based on the Massachusetts pricing and taxation guidelines promulgated by the Massachusetts Cannabis Control Commission.

4.3 Product/Service Life Cycle

MACA Industries has been testing and refining various grow and cultivation techniques for a number of years. Since Massachusetts legalized individually-grown cannabis, our dedicated team has experimented with recently developed technological advances in cannabis cultivation to ensure MACA Industries is ready to hit the ground running upon receipt of our license. MACA Industries also has been expansively exploring the efficiencies of purchasing or leasing property, erecting new greenhouses, and utilizing pre-existing fabrication. MACA Industries has performed the requisite due diligence and is prepared to move into the acquisition and production phase upon complete financing.

4.4 Intellectual Property Rights

Cannabis cultivation requires no intellectual property rights, and, due to federal regulation, will allow for none in the foreseeable future. Our product is based on efficiency and quality - that alone will preserve our market share.

4.5 Research & Development

Our principles have worked in cultivation centers in states that already legalized cannabis cultivation. MACA Industries's ethical and legal compliance officers have participated in classes and seminars concerning cultivation, employment, marketing, sales and grow practices specific to cannabis production in Massachusetts including but not limited to MGAC's Cannabis Grower seminar, 420 Information Session presented by MRCC and Massachusetts/NORML, CannaBIZ forum hosted by the Milford Area Chamber of Commerce, and CWCB Expo seminars including the Cannabis Cultivation seminar presented by Sinsemilla Seminars.

5. MARKETING & SALES

5.1 Growth Strategy

Massachusetts dictates how medical and recreational cannabis is marketed and sold. MACA Industries will fully comply with those regulations. Our market-share shall be dictated by the quality of product that we harvest.

5.2 Communication

MACA Industries will directly communicate with its investors, shareholders, and customers with a quarterly newsletter that outlines the various crop conditions and seed varieties in production during that period. To the extent more up-to-date literature is requested or required, MACA Industries shall supply the same.

5.3 Prospects

Because Massachusetts tightly regulates the production, sale, and marketing of cannabis, MACA Industries shall comply with all regulations. As previously noted, the quality and price of our product, which shall be competitive with others, will do much of the legwork concerning marketing. Additionally, MACA Industries has an established marketing professional who shall hire and train staff dedicated to reaching the most upstanding medical and recreational dispensaries in the state.

6. FINANCIAL PROJECTIONS

MACA Industries 5-year financial prospectus is attached as Addendum A.

Need to print out 5-year financial prospectus.

7. PROPOSED TIMELINE

7.1 2 Condon Way, Hopedale Massachusetts

MACA Industries has secured binding permission from 2 Condon Way LLC to use 2 Condon Way, Hopedale Massachusetts (the “Premises”) subject to attaining a Massachusetts marijuana cultivation license. The Premises is commercially zoned and is in an industrial park a good distance from any residential areas and adequate distances from any school or daycare facilities as required by Massachusetts regulations. Upon receipt of a cultivation license, 2 Condon Way LLC will construct a 15,000 square foot single-story facility in compliance with all state and local zoning and environmental requirements.

7.2 Initial Operation Plan

MACA Industries will start operations with 5,000-6,000 square feet of canopy.

7.3 Expansion

MACA Industries intends to double this canopy by a second-story build-up within the same 15,000 square feet footprint.

7.4 Production Roll-Out

Need specifics from Art & Chris

8. INSURANCE

8.1 General Liability/Product Liability

MACA Industries has a working relationship with Conte Insurance Agency, Inc. and has obtained quotes for general liability/product liability based specifically on our business plan and Massachusetts regulations for cannabis cultivation. The proposed declarations are attached as Addendum B.

8.2 Workers Compensation

Conte Insurance Agency, Inc. also obtained quotes for Worker’s Compensation coverage based specifically on our business plan. The proposed declarations are attached as Addendum C.

8.3 Personal Property

Finally, Conte Insurance Agency, Inc. obtained quotes for Personal Property coverage based specifically on our business plan. The proposed declarations are attached as Addendum D.

Need new copy of Personal Property Decs page.

PLAN FOR OBTAINING LIABILITY INSURANCE

MACA Industries, LLC

1.1 General Liability/Product Liability

MACA Industries has a working relationship with Conte Insurance Agency, Inc. and has obtained quotes for general liability/product liability based specifically on our business plan and Massachusetts regulations for cannabis cultivation. The proposed declarations are attached as Addendum A.

1.2 Workers Compensation

Conte Insurance Agency, Inc. also obtained quotes for Worker's Compensation coverage based specifically on our business plan. The proposed declarations are attached as Addendum B.

1.3 Personal Property

Finally, Conte Insurance Agency, Inc. obtained quotes for Personal Property coverage based specifically on our business plan. The proposed declarations are attached as Addendum C.



Part of our family

MACA Industries, LLC Insurance Proposal

General Liability / Product Liability

Liability Coverage

| | |
|-------------------------------------|-------------------|
| General Aggregate Limit | \$2,000,000 |
| Per Occurrence Limit | \$1,000,000 |
| Deductible | \$2,500 Per Claim |
| Products & Completed Operations Agg | \$2,000,000 |
| Medical Expense Coverage | Excluded |
| Damage to Rented Premises | \$300,000 |
| Personal & Advertising Injury | \$1,000,000 |

Rating Recreational Marijuana-Dist **\$7,000,000 Sales**

Premium Cost **\$8,400.00**
*****Optional Terrorism Coverage Premium:** **\$420.00**

Administrative Fee **\$25.00**
Sales Tax 4% (Depending on Options) **\$352.80**

Premium Total **\$9,197.80**

*** Terrorism Coverage are able to be rejected***



MACA Industries, LLC Insurance Proposal

Worker's Compensation

| | |
|----------------------|---|
| Payroll Rating Bases | \$470,000 Farm Florist & Driver Class |
| Coverage | \$1,000,000 Each Incident \$1,000,000 Disease Each Employee \$1,000,000 Disease Aggregate |
| Premium Cost: | \$9,980.00 |

**MACA Industries, LLC Insurance Proposal****Property Insurance**

| | |
|-------------------------------------|-------------------------|
| Building Coverage Limit | \$1,865,000 |
| Business Personal Property Coverage | \$1,500,000 |
| Business Income w/ Extra Expense | \$4,200,000 1/2 Monthly |
| Equipment Breakdown Coverage | Included |
| Property Deductible | \$5,000 |
| Premium: | \$26,425.00 |
| Taxes: | \$1,057.00 |
| Inspection Fee: | \$250.00 |
| Policy Admin Fee: | \$250.00 |
| Total: | \$27,982.00 |

Optional Terrorism Coverage: \$1300.00 Additional

Warranties: Heat Levels maintained in building to prevent freezing pipes. Functional sprinkler system with central station alarm response coverage 100% of the building.

MACA INDUSTRIES, LLC QUALIFICATIONS AND TRAINING

Qualifications and Training

MACA will ensure that all employees hired to work on MACA's premises shall be qualified to work as a Marijuana Establishment Agent and are properly trained to serve in their respective roles in a compliant manner.

Training

As required by 935 CMR 500.105(2), and prior to performing job functions, each of MACA's Marijuana Establishment Agents will successfully complete a comprehensive training program that is tailored to the roles and responsibilities of the agent's job function. Agent training will at least include the Responsible Vendor Program and eight (8) hours of on-going training annually. MACA's owners, managers, and employees will then successfully complete the program once every year thereafter. MACA will also encourage administrative employees who do not handle or sell marijuana to take the Responsible Vendor Program on a voluntary basis to help ensure compliance. MACA will provide incentives for voluntary participation. MACA's records of Responsible Vendor [training] Program compliance will be maintained for at least four (4) years and made available during normal business hours for inspection by the Commission and any other state licensing authority upon request.

As part of the Responsible Vendor Program, MACA's agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

- Marijuana's effect on the human body, including physical effects based on different types of marijuana products and methods of administration, and recognizing the visible signs of impairment;
- Best practices for diversion prevention;
- Compliance with tracking requirements;
- Acceptable forms of identification, including verification of valid photo identification and confiscation of fraudulent identifications;
- Such other areas of training determined by the Commission to be included; and
- Other significant state laws and rules affecting operators, such as:
 - Local and state licensing and enforcement;
 - Incident and notification requirements;
 - Administrative and criminal liability and license sanctions and court sanctions;

- Waste disposal and health and safety standards;
- Patrons prohibited from bringing marijuana onto licensed premises;
- Permitted hours of sale and conduct of establishment;
- Permitting inspections by state and local licensing and enforcement authorities;
- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records and privacy issues; and
- Prohibited purchases and practices.

Employee Retention, Training and Development

MACA will offer promotions, career counseling, and training to provide all employees with equal opportunity for growth and to decrease turnover. MACA will ensure that all employees are given equal opportunities for promotion by communicating opportunities, training programs, and clearly-defined job descriptions. MACA will ensure that all employees receive equal opportunity for career counseling, counsel employees on advancement opportunities, and provide training programs to assist them in career development. MACA will instruct managers and supervisors to refer employees seeking career counseling to the Director of Human Resources.

MACA's diversity awareness training emphasizes MACA's zero-tolerance commitment of harassment and discrimination and MACA's strict adherence to take corrective action should any issues, concerns, or complaints arise. All MACA employees are required to complete the diversity awareness training program during employee orientation. Training will begin immediately upon hiring, and all new employees will be required to participate in an orientation program that will introduce and stress the importance of the Diversity Plan.

Upon completion of the orientation program, new hires will be equipped to describe, discuss, and implement the Diversity Plan. Following successful completion of the general orientation program, employees will undergo additional diversity training that will be tailored to the employee's specific job function. All employees will also be required to undergo ongoing diversity training to ensure knowledge of newly determined best practices and policies and continued familiarity and compliance with the Diversity Plan, which has been submitted simultaneously herewith.

MACA INDUSTRIES, LLC
PERSONNEL POLICIES INCLUDING BACKGROUND CHECKS

Under the direction of the Senior Leadership Team, the Director of Human Resources will perform all day-to-day human resource-related operations including but not limited to implementation of personnel policies and procedures like the hiring and termination processes. The duties of the Human Resources Manager shall include, but are not limited to:

- Oversee hiring and release of MACA personnel and Marijuana Establishment Agents;
- Review and revise MACA personnel policies and procedures in consultation with the Senior Leadership Team and department leads;
- Develop training schedules and policies for MACA personnel and Marijuana Establishment Agents under the supervision of the Senior Leadership Team and Department Leads;
- Handle any and all agent disciplinary actions as necessary;
- In conjunction with MACA's Compliance Attorney, ensure compliance with any and all workplace policy laws and requirements;
- Maintain Human Resource-related records for all personnel;
- Upon an adverse determination during the employee background check process, provide the applicant a copy of their background screening report and a pre-adverse determination letter that gives the applicant notice of his or her right to dispute the contents of the report;
- Be responsible for such additional Human Resources tasks as determined by the Senior Leadership Team;
- Confer with MACA's Compliance Attorney to ensure that all employment-related policies and procedures are compliant with current employment law; and
- Participate in ongoing education and professional development as required.

MACA has prepared draft personnel policies which MACA reserves the right to further develop and modify once MACA has commenced operations. MACA's draft personnel policies include but are not limited to the following:

Background Checks

MACA will apply for registration of all its board members, directors, employees, executives, managers, and volunteers who are or become associated with MACA as required by 935 CMR 500.030. To that end, MACA shall collect the information required by 935 CMR 500.030(2) and include it in all applications for registration with the Commission and any required renewals. MACA shall designate its Director of Human Resources to register with the Department of Criminal Justice Information Systems pursuant to 803 CMR 2.04 and as required by 935 CMR 500.030(3). Said Director shall obtain CORI reports and any other background check information required by the Commission for each individual for whom MACA seeks a Marijuana Establishment Agent registration no older than 30 days from the date of submission. MACA's Director of Human Resources shall notify the Commission no more than one business day after a Marijuana Establishment Agent ceases to be associated with MACA pursuant to 935 CMR 500.030(5). MACA's Director of Human Resources also will inform the Commission

within five business days of any changes to the information submitted or after discovery that a registration card has been lost or stolen as required by 935 CMR 500.030(6).

Employee Safety

MACA Industries will engage an OSHA consultant to work with MACA's Facilities Director to advise MACA concerning compliance with all federal, state, and local safety regulations, to make periodic inspections of the Premises, and make suggestions for improvement, which MACA will implement as soon as reasonably possible after receipt. MACA emphasizes safe practices through staff trainings. MACA will conduct quarterly safety training sessions where various topics will be covered as relates to operations.

MACA Health and Safety Program

MACA has identified eight components to help prevent accidents and injuries from happening on the Premises, as well as to help deal effectively with any incidents that do occur. These components are:

- Hazard Identification & Risk Control—determine which hazards are present in the workplace and take steps to eliminate or minimize such hazard;
- Safe Work Procedures:
 - Wet surfaces; making sure wet walking surfaces are cleaned up quickly and a visual cue is present to warn of the hazard in advance, further aided in MACA's requirements for safe step protective shoes as part of MACA's uniform that don't leave the Premises in order to prevent outside contaminants coming into the Premises;
 - Wearing proper personal protective equipment and clothing;
 - Handling solvents with use of protective gloves and proper ventilation; and
 - Using proper body mechanics when lifting heavy objects.
- Orientation, Education, Training & Supervision: properly prepare agents for job duties and ensure policies and procedures are consistently followed;
- Safety Inspections: regular safety inspections throughout the Premises, which will help identify workplace hazards so that they can be eliminated or controlled.
- Incident Investigation: determine cause of accident or injury and implement preventive measures;
- Health and Safety Meetings: regular meetings to provide an opportunity for Agents and Managers to communicate any concerns about health and safety; and
- First Aid: determine what level of first aid is necessary on-site.

General Compliance

Marijuana cultivation is a highly-regulated industry, and MACA will focus on compliance at all times, utilizing our Compliance Attorney, who shall advise concerning ethical and legal compliance. MACA will only retain individuals who consistently perform their job duties in full compliance with all state and local laws and regulations. Initial training and periodic re-training will be used to continually reinforce compliance. MACA fully intends to exceed what state and

local laws and regulations require. As such, all employees must be knowledgeable about those laws and regulations and MACA's additional requirements. MACA will conduct regular internal compliance inspections and document the outcomes of same.

Hiring and Recruitment

MACA's Human Resources Director will engage the Senior Leadership Team and management staff on a regular basis to determine if vacancies are anticipated or whether specific positions need to be created in response to company needs. MACA's hiring practices will include but are not limited to the following and apply to all types of working situations including hiring, firing, promotions, harassment, training, wages and benefits:

- Equal Employment Opportunity Commission (EEOC) Compliance;
- MACA's Diversity Plan and Community Initiatives;
- MACA's Plan to Positively Impact Areas of Disproportionate Impact;
- Background Checks and References;
- Mandatory reporting of criminal convictions (and termination if necessary);
- State and Federal Family Leave Act;
- Workplace Safety Laws;
- State and Federal Minimum Wage Requirements; and
- Non-Disclosure and Non-Complete Agreements.

Standards of Conduct

MACA is committed to maintaining an environment conducive to the health and wellbeing of customers and employees. It is MACA's mission to provide a professional workplace free from harassment and discrimination for employees. MACA will not tolerate harassment or discrimination on the basis of sex, race, color, national origin, age, religion, disability, sexual orientation, gender identity, gender expression, or any other trait or characteristic protected by any applicable federal, state, or local law or ordinance. Harassment or discrimination on the basis of any protected class, trait, or characteristic is contrary to MACA's values and is a violation of the Company Code of Conduct. Harassment is a form of discrimination. There is a broad range of behavior that could constitute harassment. In general, harassment is any verbal or physical conduct that:

- Has the purpose or effect of creating an intimidating, hostile, or offensive working environment;
- Has the purpose or effect of unreasonably interfering with an individual's work performance; or
- Adversely affects an individual's employment opportunities.

Employees are expected to maintain the highest degree of professional behavior. All harassment or discrimination by employees is strictly prohibited. Further, harassing or discriminatory behavior of non-employees directed at MACA employees or customers also is condemned and will be promptly addressed.

Violence and Weapons in the Workplace

Any and all acts of violence in the workplace will result in immediate dismissal of the employee, customer, or parties involved. MACA will immediately contact law enforcement in the case of a violent event. Weapons are not permitted on site by employees, customers, or other parties. Any employee found carrying a weapon on MACA facilities will be immediately terminated. Any visitors found carrying weapons on the premises will be asked to leave and the police will be notified accordingly.

At-Will Employment

In the state of Massachusetts, employment is assumed to be at-will unless otherwise stated. At-will employment implies that employer and employee alike may terminate the employment relationship at any given moment and for any legitimate purpose. MACA anticipates that personnel and Marijuana Establishment Agents shall be at-will employees. Wrongful termination, however, will not be tolerated.

Workplace Attire

The required attire for registered agents at MACA varies based upon required duties. New hire training and the onboarding process will explain the workplace attire specific to each role and the department lead will be responsible for ensuring compliance with all requirements. Employees shall always visibly display an employee identification badge in accordance with 935 CMR 500.110(4). Employees who do not come to work with their identification badge shall not be permitted to work without it, and will be required to return home to retrieve it before he or she may resume working.

Conditional Business Hours for Cultivation Facility

| | |
|------------|----------|
| Monday: | 8am-6pm |
| Tuesday: | 8 am-6pm |
| Wednesday: | 8 am-6pm |
| Thursday: | 8am-6pm |
| Friday: | 8am-6pm |
| Saturday: | 8am-6pm |
| Sunday: | 8am-6pm |

After-hours contacts shall be circulated on a weekly basis but will initially include MACA principles:

- Michael Kaplan, 508.963.3700;
- Amanda Cox, 508.840.7964; and
- Christopher Goff, 617.756.2976.

Standard Employment Practices

MACA values the contributions of its management and staff positions. MACA will strive to be the industry leader in workplace satisfaction by offering highly competitive wage and benefits packages and developing a culture that values a proper work-life balance, boasts a transparent and accessible Senior Leadership Team, and fosters a work ethic that focuses on the mission of the company and spirit of the adult-use marijuana program in Massachusetts.

- **Advancement:** MACA will be structured in a relatively flat manner, with promotional opportunities within each department. Participation in training and bi-annual performance evaluations will be critical for any promotions or pay increases.
- **Written Policies:** MACA's written policies will address, inter alia, the Family and Medical Leave Act (FMLA), the Consolidated Omnibus Budget Reconciliation Act (COBRA), equal employment opportunity, discrimination, harassment, the Employee Retirement Income Security Act (ERISA), disabilities, maintenance of personnel files, privacy, email policy, 935 CMR 500.000 et. seq., holidays, hours, sick time, personal time, overtime, performance reviews, disciplinary procedures, working hours, pay rates, overtime, bonuses, veteran preferences, drug testing, personnel policies, military leaves of absence, bereavement leave, jury duty, CORI checks, smoking, and compliance hotline.
- **Investigations:** MACA will set forth policies and procedures to investigate any complaints or concerns identified or raised internally or externally in order to stay in compliance with 935 CMR 500.000 et. seq.
- **Designated Outside Counsel:** MACA may retain counsel specializing in employment law to assist the Director of Human Resources and MACA's Compliance Attorney with any issues and questions.

Job Classifications

Positions at MACA are categorized by rank and by department. Job classification is comprised of three rank tiers:

- Executive Management (Senior Leadership Team and Directors)
- Management (Department Leads); and
- Non-Management Employee.

The Senior Leadership Team oversees and is responsible for implementation of MACA's mission and the Senior Leadership Team as a whole is responsible for ensuring that all departments are properly executing their functions and responsibilities.

Work Schedules

Work schedules will be either part-time or full-time, depending of the specific position. Schedules will be set according to the needs of each department as determined by the Department Lead and the Executive Manager he or she reports to. It is the Director of Cultivation's responsibility to develop and implement a work schedule with other Department

Leads that provides necessary duty and personnel coverage but does not exceed what is required for full implementation of operations. It is also the Director of Cultivation's responsibility – in conjunction with the Director of Human Resources – to ensure that adequate coverage occurs daily and does not lead to unnecessary utilization of overtime coverage.

Mandatory Meetings

There will be a mandatory reoccurring company-wide meeting on at least a semi-annual basis. All personnel will be notified of their required attendance. Certain personnel may not be required to attend. Each department will have a mandatory weekly meeting scheduled by the Department Lead. The Department Lead will provide agendas for all meeting and will report to the Director of Cultivation.

Breaks

Daily breaks, including but not limited to lunch and dinner breaks, will comply with the laws of the Commonwealth of Massachusetts.

Performance Reviews

Performance reviews will be conducted by the Director of Cultivation and/or Department Leads. Reviews will be conducted at three-month intervals for new employees during the first year and at 6-month intervals thereafter. A written synopsis shall be provided to, and signed by, the employee under review. Reviews shall be retained in each employee's employment file. Performance reviews shall take into account positive performance factors and areas requiring improvement. MACA may utilize scoring systems to help reflect the employee's overall performance.

Leave Policies

MACA's leave policies will comport with all state and federal statutes. All full-time employees will receive two 40-hour weeks of paid vacation per annum. Additional leave must be requested at least 2 weeks in advance and approved by the employee's Department Lead. MACA will determine which departments will not be required to work during paid holidays. MACA will offer paid maternity and paternity leave. Additional leave will not be paid and must be approved by the Department Lead.

MACA anticipates observing the following holidays:

- New Year's Day;
- Martin Luther King Day;
- Presidents' Day;
- Memorial Day;
- Independence Day;
- Labor Day;

- National Election day;
- Thanksgiving;
- Friday after Thanksgiving;
- Christmas Eve/ Day after Christmas; and
- Christmas Day.

MACA employees who wish to observe holidays specific to their ethnicity or religion may request leave for those holidays at least two weeks in advance. MACA will pay those employees for those days.

Disciplinary Policies

Purpose

MACA's disciplinary policy and procedure is designed to provide a structured corrective action process to improve and prevent a recurrence of undesirable behavior and/or performance issues. The steps outlined below have been designed consistently with MACA's organizational values, best practices, and employment laws. MACA reserves the right to combine or skip steps depending upon the facts of each situation and the nature of the offense. The level of disciplinary intervention may also vary. Some of the factors that will be considered depend upon whether the offense is repeated despite coaching, counseling, and/or training; the employee's work record; and the impact the conduct and performance issues have on MACA's organization.

Procedure

Step 1: Counseling and Verbal Warning

Step 1 creates an opportunity for the Department Lead to schedule a meeting with an employee to bring attention to the existing performance, conduct, or attendance issue. The Department Lead shall discuss with the employee the nature of the problem or violation of company policies and procedures. The supervisor is expected to clearly outline expectations and steps the employee must take to improve performance or resolve the problem.

Within five business days, the supervisor will prepare written documentation memorializing the Step I meeting. The employee will be asked to sign the written documentation. The employee's signature is needed to demonstrate the employee's understanding of the issues and the corrective action needed.

Step 2: Written Warning

While it is hoped that the performance, conduct, or attendance issues that were identified in Step 1 will be corrected, MACA recognizes that this may not always be the case. A written warning involves a more formal documentation of the performance, conduct, or attendance issues and consequences.

During Step 2, the Department Lead will meet with the employee and review any additional incidents or information about the performance, conduct, or attendance issues as well as any

prior relevant corrective action plans. Management will outline the consequences for the employee of his or her continued failure to meet performance and/or conduct expectations. A formal performance improvement plan (PIP) requiring the employee's immediate and sustained corrective action will be issued within five business days of a Step 2 meeting. A warning outlining that the employee may be subject to additional discipline up to and including termination if immediate and sustained corrective action is not taken may also be included in the written warning.

Step 3: Suspension and Final Written Warning

There may be performance, conduct, or safety incidents so problematic and harmful that the most effective action may be the temporary removal of the employee from the workplace. When immediate action is necessary to ensure the safety of the employee or others, the Department Lead may suspend the employee pending the results of an investigation. Suspensions that are recommended as part of the normal progression of this progressive discipline policy and procedure are subject to approval from the Director of Human Resources.

Depending upon the seriousness of the infraction, the employee may be suspended without pay in full-day increments consistent with federal, state and local wage-and-hour employment laws. Nonexempt/hourly employees may not substitute or use an accrued paid vacation or sick day in lieu of the unpaid suspension. Due to Fair Labor Standards Act (FLSA) compliance issues, unpaid suspension of salaried/exempt employees is reserved for serious workplace safety or conduct issues. The Director of Human Resources in conjunction with MACA's Compliance Attorney will provide guidance so that the discipline is administered without jeopardizing the FLSA exemption status.

Pay may be restored to the employee if an investigation of the incident or infraction absolves the employee.

Step 4: Recommendation for Termination of Employment

The last and most serious step in the progressive discipline procedure is a recommendation to terminate employment. Generally, MACA will try to exercise the progressive nature of this policy by first providing warnings, a final written warning, and/or suspension from the workplace before proceeding to a recommendation to terminate employment. However, MACA reserves the right to combine and skip steps depending upon the circumstances of each situation and the nature of the offense. Furthermore, employees may be terminated without prior notice or disciplinary action.

The Leadership Team's recommendation to terminate employment must be approved by the Director of Human Resources and Department Lead. Final approval may be required from one or more MACA Officers pursuant to policies in place at the time of termination.

Nothing in this policy provides any contractual rights regarding employee discipline or counseling nor should anything in this policy be read or construed as modifying or altering the employment-at-will relationship between MACA and its employees.

Appeal Process

Employees will have the opportunity to present information that may challenge information management has used to issue disciplinary action. The purpose of this process is to provide insight into extenuating circumstances that may have contributed to the employee performance and/or conduct issues while allowing for an equitable solution. If the employee does not present this information during any of the step meetings, he or she will have five business days after that meeting to present information in accordance with policies in place at the time of termination.

Performance and Conduct Issues Not Subject to Progressive Discipline

Behavior that is illegal is not subject to progressive discipline and shall be reported to local law enforcement. Theft, intoxication at work, fighting and other acts of violence are also not subject to progressive discipline and may be grounds for immediate termination.

Documentation

The employee will be provided copies of all progressive discipline documentation, including all performance improvement plans. The employee will be asked to sign copies of this documentation attesting to their receipt and understanding of the corrective action outlined in these documents. Copies of these documents will be placed in the employee's official personnel file. Any former or current employee may inspect or request a copy of his or her personnel file in writing at any time. MACA's Human Resources Director shall comply with all applicable laws and regulations including but not limited to G.L. c. 149, § 52C when responding to an employee request.

Separation of Employment

Separation of employment within an organization can occur for several different reasons. Employment may end as a result of resignation, retirement, release (end of season or assignment), reduction in workforce, or termination. The Director of Human Resources – in conjunction with MACA's Compliance Attorney – shall ensure that all separation complies with Federal and state laws and regulations including but not limited to health insurance continuation and accrued benefits or pay.

When an employee separates from MACA, his or her Department Lead must contact the Director of Human Resources to schedule an exit interview, typically to take place on the employee's last workday.

Compensation:

As an employer, MACA believes that it is in the best interest of both MACA and MACA's employees to fairly compensate its workforce for the value of the work provided. It is MACA's intention to use a compensation system that will determine the current market value of a position based on the skills, knowledge, and behaviors required of a fully-competent incumbent. The system used for determining compensation will be objective and nondiscriminatory in theory, application, and practice. The company has determined that this can best be accomplished by

using a Professional Compensation Consultant, as needed, in conjunction with MACA's Compliance Attorney as well as a system recommended and approved by the Senior MACA Leadership Team.

The Senior MACA Leadership Team will give final approval for the compensation system that will be used by MACA. On an annual basis, the Senior MACA Leadership Team shall review and approve, as appropriate, recommended changes to position-range movement. As part of the annual budgeting process, the Senior Leadership Team will review and approve, as appropriate, funds to be allocated for total compensation, which would include base salaries, bonuses, variable based or incentive-based pay, and all other related expenses, including benefit plans.

The Senior MACA Leadership Team shall ensure that salary ranges are updated at least annually, that all individual jobs are market-priced at least once every two years, and that pay equity adjustments are administered in a fair and equitable manner.

MACA INDUSTRIES, LLC QUALITY CONTROL AND TESTING

Quality Control Overview

MACA's cultivation protocols, as otherwise detailed in MACA's Policies and Procedures for Cultivating, describe the plants' movement from mother room to nursery to vegetative room, flowering room, drying room, and trimming room within the Production Area. It is in the trimming room that the Director of Cultivation and those working beneath him or her sort the cannabis. First, Usable Marijuana is separated from the remainder, and then the flower is further sorted by quality. Any sticks, stalks, roots, or marijuana rendered unusable for sale will be composted to ensure there is no outside contamination and to eliminate organic waste.

Premium quality flowers, i.e., the apical buds will be trimmed exclusively by hand to ensure premium quality Finished Marijuana will be harvested from the most desirable portion of the plant. The remaining Usable Marijuana, consisting of lower grade flowers from each cultivation batch, will be trimmed using a combination of machine trimming and manual trimming in order to minimize the amount of marijuana rendered unusable during processing.

The Director of Cultivation as well as the Trim Lead shall be responsible for ensuring that uniform trim quality is maintained throughout. The Harvest Director, who will work under the direction of the Director of Cultivation, shall be responsible for ensuring quality control of finished marijuana flowers.

Quality control also requires testing and sampling at all stages of cultivation as more fully outlined in MACA's Policies and Procedures for Cultivating including but not limited to growing medium, soils or solids, water, etc.

To ensure utmost quality control, MACA shall comply with all applicable sanitary requirements:

- MACA personnel and/or other Marijuana Establishment Agent(s) whose job includes contact with marijuana or nonedible marijuana products, including cultivation, trimming, or packaging, is subject to the requirements for food handlers specified in 105 CMR 300.000, and all marijuana products will be prepared, handled, and stored in compliance with the sanitation requirements in 105 CMR 300.000: Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements;
- All Cannabis and Marijuana Accessories related to the cultivation, harvest, and processing of Cannabis flower shall be used and stored in such a manner as to minimize risk of contamination, and shall be cleaned before storage to ensure that MACA operations meet the highest standards;
- MACA personnel and/or other Marijuana Establishment Agent(s) shall maintain personal cleanliness;
- MACA personnel and/or other Marijuana Establishment Agent(s) shall wash their hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled, contaminated, or have come in contact with a

Known Allergen. MACA's hand-washing facilities will be adequate and conveniently located and will be furnished with running water at a suitable temperature. Hand-washing facilities will be located throughout MACA's Production Area to ensure all employees have ready access to facilities to wash and sanitize their hands. They will provide effective hand-cleaning and sanitizing preparations and sanitary towel service or suitable drying devices;

- All toxic items will be identified, held, and stored in a manner that protects against contamination of marijuana products;
- All products that can support the rapid growth of undesirable microorganisms shall be held and maintained in a manner that prevents the growth of these microorganisms pursuant to 935 CMR 500.105(3)(14);
- MACA shall store and transport Finished Marijuana under conditions that will protect them against physical, chemical, and microbial contamination, as well as against deterioration of finished products or their containers pursuant to 935 CMR 500.105(3)(15);
- MACA shall follow established policies and procedures for handling voluntary and mandatory recalls of marijuana products. Such procedures are enough to deal with recalls due to any action initiated at the request or order of the Commission, and any voluntary action by MACA to remove defective or potentially defective marijuana products from the market, as well as any action undertaken to promote public health and safety;
- Any inventory that becomes outdated, spoiled, damaged, deteriorated, mislabeled, or contaminated will be disposed of in accordance with the provisions of 935 CMR 500.105(12), and any such waste will be stored, secured, and managed in accordance with applicable state and local statutes, ordinances, and regulations;
- MACA will process marijuana in a safe and sanitary manner free of contamination by mold, rot, other fungus, and bacterial diseases; and
- MACA shall implement all other requirements specified by 500.105(3)(b).

Testing

To ensure utmost quality control, MACA shall not sell or otherwise market Finished Marijuana that is not capable of being tested by Independent Testing Laboratories, except as otherwise allowed under 935 CMR 500.000 et seq. MACA shall not sell any Finished Marijuana that has not first been tested by an Independent Testing Laboratory and deemed to comply with the standards required under 935 CMR 500.160. Each of MACA's Production Batches shall be tested by an Independent Testing Laboratory in compliance with the Protocol for Sampling and Analysis of Finished Marijuana to be sold off to Licensed production facilities. In addition to testing for contaminants and Known Allergens, each Cultivation Batch will be tested to determine Cannabinoid Profile and potency.

MACA shall notify the Commission within seventy-two (72) hours of laboratory results indicating contaminant levels above acceptable limits established in the DPH protocols identified in 935 CMR 500.160(1) and which cannot be remediated. Such notification to the Commission shall describe a proposed plan of action for both the destruction of the contaminated product and the assessment of the source of contamination. MACA shall maintain testing results in

compliance with 935 CMR 500.000 et seq. and the record keeping policies described herein and will maintain the results of all testing for no less than one year.

MACA Industries shall provide documentation of its compliance with the testing requirements of 935 CMR 500.160 whenever selling or otherwise transferring marijuana to another establishment.

Solid Growing Media Sampling

Cultivation media will be tested in compliance with Commission protocols. Soil for cultivation will meet the ATSDR Environmental Media Evaluation Guidelines (EMEG) for residential soil levels and limits any pesticide residues, until such time that the Commission identifies an alternate federal standard for soil for cultivation. All soils and solid growing media will be sampled and analyzed initially prior to use for cultivation of marijuana, and at least annually, or quarterly if the soil is amended. Specifically, all source soils or solids will be sampled and analyzed prior to use in cultivation and whenever new soils or solids are received from a different source. Samples will be taken from 5% of individual plant containers. Sample collection documentation will identify the sample collection date and start time, participating personnel, a general description of the media and locations sampled, relevant environmental conditions, a description of the sampling procedures and equipment decontamination/cleaning used, and a record of plants or batches that would potentially be impacted should analysis results indicate unacceptable contamination. Agents performing sampling will use decontaminated sampling tools and equipment to ensure that samples are not contaminated. All instructions from the analyzing laboratory will be followed in the transportation of samples. Laboratory analysis will be performed by a laboratory that is:

Sampling Conditions

Growing medium will be sampled regularly to ensure that there is no contamination and to determine if amendment is required. The conditions under which source soils will be sampled and analyzed include, but are not limited to:

- Prior to use in cultivation;
- Whenever a new source material is utilized;
- At a rate of one sample per cubic yard of source soil or, when collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile);
- Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include but are not limited to soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters;
- Cultivation soils will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below);
- If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended. Cultivation soil and solid samples

will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers; and

- Sources of solid growing media including soils must be sampled and analyzed prior to use in cultivation and upon any change in the source of solids. Once cleared for use in cultivation, cultivation soils must be sampled and analyzed at least annually and within the quarter that soils are amended. The spatial distribution of samples must be considered to ensure representativeness across the entire cultivation operation. Sampling and analysis frequency, sample locations, and quality control (QC) samples are detailed herein and will comply with all regulatory guidance and will be periodically reviewed and amended to ensure such compliance.

Minimum Sampling and Analysis Frequency for Soils and Solids Source Soils and Solids:

- All source soils and solids will be sampled and analyzed prior to use in cultivation;
- All source soils and solids will be sampled and analyzed whenever a new source material is utilized (e.g., different source soil location or different source solid manufacturer);
- All source soils and solids for initial use must be sampled at the rate of one (1) sample per cubic yard of solid media/soil; and
- Source soils and solids passing initial testing requirements may be stockpiled for later use without requiring re-analysis unless the stockpile has been contaminated or altered while stored. Situations for re-analysis may include but are not limited to soils that have been amended, mixed with other source soils/solids, subject to pesticide application, used for other purposes, or inundated by flood waters.

Cultivation Soils or Solids

All cultivation soils and solid materials will be analyzed at least annually during the calendar year of use. Solids tested initially as source soils or solids prior to use in cultivation do not require retesting until the following year (or quarter if amended as described below).

If amended, the solid growing media/soil used in cultivation will be sampled and analyzed during the quarter in which it was amended.

Note that soil amendment includes any material added to a soil, including other soils, to improve its physical properties, such as water retention, permeability, water infiltration, drainage, aeration, and structure.

Note that soil amendment does not include addition of water or fertilizers added solely for nutrients. Materials such as compost or manure that are added for nutrients and to change the character of the soil and that are added in bulk are considered soil amendments for the purpose of this protocol. Application of soil amendments must be consistent with all Commission requirements.

Although MACA does not intend to utilize beds or other broad area cultivation, in the event that MACA does, solid growing media/soil samples will be collected at the rate of one sample per discrete cultivation unit or at least 1 sample per 100 square feet of soil area for larger discrete cultivation units.

For cultivation that utilizes individual plant containers (as opposed to beds or inground cultivation), solid growing media/soil samples will be collected from a minimum of 5 percent of the total number of growing containers.

Solid growing media samples will be collected to be representative of the horizontal and vertical conditions of the growing configuration.

When collected prior to distribution among beds or containers, source soil or solids samples will be taken to best represent the overall source soils (e.g., collected from different areas and depths of a stockpile).

Cultivation soil and solid samples will be collected to represent the broad range of cultivation units, growth stages, and soil and solid types whether from beds or containers.

Samples will be analyzed individually as grab samples unless the analysis methods used allow analytical reporting limits to be achieved on composite sample analyses that would demonstrate that any single sample in the composite would not exceed the contaminant limits described later in this protocol.

In no case may more than five (5) primary samples be composited into a single sample for analysis. When analyzed as a composite, the laboratory results of the composite must demonstrate that each composite subsample is below the relevant contaminant limits, not just the composite itself. For example, if the results of a five-sample composite are reported as 1.0 mg/kg, any one subsample (20% of the total composite) could contain up to 5 mg/kg when accounting for the effective dilution of the other four subsamples (i.e., 1 sample at 5 mg/kg + 4 samples at 0 mg/kg average of 1 mg/kg).

Composite samples are not recommended but are allowable to scale sampling and analysis to fit the cultivation scale and approach. However, use of composite samples to demonstrate compliance would require corrective actions on all individual samples should the composite sample fail to achieve acceptable limits on any target analyte.

A diagram of the cultivation area, the sampling design, and the horizontal and vertical location of each sample will be created for each sampling event and maintained on file for review by inspection authorities.

Quality Control (QC) Samples for Soils and Solids

Field duplicate samples will be collected at least annually and one (1) for every twenty (20) field samples of the solid samples collected to provide verification of field and laboratory procedures. Field duplicate samples will be collected and analyzed for each analytical method performed on the samples. Field duplicate samples will not be identified to the laboratory (blind QC). Blank samples are required to provide important information on potential positive bias on any positive results in field samples.

Equipment rinsate blanks are required whenever non-disposable sampling equipment is used to collect samples at multiple locations such as in source soil testing or testing of hydroponic nutrient solutions. Equipment rinsate blanks must be collected at the rate of one (1) per sampling event per sampling equipment type with at least one (1) equipment rinsate blank for every twenty (20) field samples of the same matrix. Where equipment rinsate blanks are not appropriate (i.e., use of disposable sampling equipment, collection of just one sample location, or direct collection into the sampling container), field blanks may be used to evaluate potential for contamination and potential positive bias at the same frequency of one (1) per sampling event per sampling equipment type with at least one (1) for every twenty (20) field samples of the same matrix.

Water Samples

MACA's water supply will be sufficient for necessary operations. Water will not be sampled because water is from a Public Water Source (PWS) used in solids-based cultivation. Public water analysis records will be maintained by MACA and available to inspectors to demonstrate adequate analysis of the water and exemption from analysis.

MACA INDUSTRIES, LLC RECORD KEEPING PROCEDURES

MACA shall maintain its records and make them available for inspection by the Commission on request as required by 935 CMR 500.105(9).

MACA shall keep detailed records including but not limited to the following:

- Cultivation history;
- Transfers, sales, and excise tax payment history;
- Seed-to-sale Tracking Records;
- Inventory and inventory history pursuant to 935 CMR 500.105(8) (including but not limited to date of inventory, summary of inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory);
- Sales contracts;
- Waste disposal history as required by 935 CMR 500.105(9)(f) and 935 CMR 500.105(12) and maintained for at least three years;
- All tests, including but not limited to those required by 935 CMR 500.160;
- Staffing records in compliance with 935 CMR 500.105(9)(d);
- Emergency procedures;
- Alcohol, smoke, and drug-free workplace policies;
- Responsible Vendor Training (retained for at least four years and available to the Commission any other applicable licensing authorities during normal business hours);
- Operating procedures pursuant to 935 CMR 500.105(1);
- Videos required by 935 CMR 500 maintained for at least ninety calendar days as required by 500.110(5)(5) (MACA shall maintain all security equipment and recordings in a secure location, and MACA shall erase or destroy all recordings prior to disposal);
- Recalls, complaints, etc.; and
- Pertinent electronic communications.

Personnel Records

MACA's Human Resources Director will maintain personnel records pursuant to 935 CMR 500.105(9)(d). Personnel Records shall be kept as a separate category of records due to the sensitivity and importance of information concerning Marijuana Establishment Agents, including registration status and background check records. MACA will keep, at a minimum, the following personnel records:

- Job descriptions for each employee and volunteer position, as well as organizational charts consistent with the job descriptions;
- A personnel record for each Marijuana Establishment Agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures; and
- All background check reports obtained in accordance with 935 CMR 500.030.

Marijuana Establishment Agent Personnel Records

Personnel records for each Marijuana Establishment Agent will be maintained for at least twelve (12) months after termination of the agent's affiliation with MACA and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken;
- Notice of completed responsible vendor and eight-hour related duty training;
- Results of initial background investigation, including CORI reports; and
- Documentation of all security related events (including violations) and the results of any investigations and description of remedial actions, restrictions, or additional training required as a result of an incident.

Personnel records will be kept in a secure location to maintain confidentiality and be only accessible to the agent's manager or members of the Senior Leadership Team.

Seed-to-sale System of Record (Seed-to-sale SOR)

Business Records

MACA's Director of Finances – in conjunction with MACA's third-party accountant and financial advisor(s) – shall maintain business records pursuant to 935 CMR 500.105(9)(e) including:

- Assets and liabilities;
- Monetary transactions;
- Books of accounts (journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers);
- Sales records including the quantity, form, and cost of marijuana products/supplies; and
- Salary and wages paid to each employee, or stipend, executive compensation, bonus benefit, or item of value paid to any persons having direct or indirect control over MACA

Should MACA close, MACA shall keep all records for at least two years in secure electronic and hard copy in a form and location acceptable to the Commission as required by 935 CMR 500.105(9)(g).

MACA Incident Reports

- MACA shall file an incident report following any breach of security within 10 calendar days in accordance with 935 CMR 500.110(7).
- All incident reports shall be maintained for a period of one year or for the duration of an open investigation, whichever is longer in accordance with 935 CMR 500.110(7).

MACA INDUSTRIES, LLC
RESTRICTING ACCESS TO AGE 21 AND OLDER

Because MACA will not be selling its product to consumers (MACA's end-buyer/user will be a Marijuana Retailer, Marijuana Product Manufacturer, Independent Testing Laboratory, and/or Marijuana Research Facility), MACA's policies and procedures concerning restricting access to Age 21 and Older largely consists of security, e.g. denying entry to MACA's premises to anyone under 21 years of age.

To that end, and pursuant to 935 CMR 500.050(5)(b), MACA's premises will only be accessible to individuals 21 years of age or older with a verified and valid, government-issued photo ID. Upon entry into the premises of the Marijuana Establishment by an individual, a MACA Agent will immediately inspect the individual's proof of identification and determine the individual's age, in accordance with 935 CMR 500.140(2).

MACA shall not hire any individuals who are under the age of 21 or who have been convicted of distribution of controlled substances to minors, pursuant to 935 CMR 500.030(1). MACA shall not allow any volunteers or visitors into or onto MACA's premises who are under the age of 21. To do this, MACA will implement safety measures to positively identify individuals seeking access to MACA's premises or to whom marijuana products are being transported to limit access to individuals 21 years of age or older, under 935 CMR 500.110(1)(a).

Additionally, pursuant to 935 CMR 500.105(4), MACA shall not engage in any marketing, advertising or branding practices that are targeted to, deemed to appeal to or portray minors under the age of 21.

MACA shall not engage in any advertising, marketing or branding by means of television, radio, internet, mobile applications, social media, or other electronic communication, billboard or other outdoor advertising, including charitable, sporting or similar events, unless at least 85% of the audience is reasonably expected to be 21 years of age or older as determined by reliable and current audience composition data.

To the extent MACA employs a website, it shall require all online visitors to verify that they are 21 years of age or older prior to accessing the website, in accordance with 935 CMR 500.105(4)(b)(13).

MACA's Director of Vendor and Client Relationships and MACA's Sales team shall be responsible for ensuring that all marketing, website, and/or social media presence complies with the above-reference requirements.

MACA INDUSTRIES, LLC
MAINTAINING OF FINANCIAL RECORDS

MACA shall maintain its financial records in accordance with generally accepted accounting principles and shall make them available for inspection by the Commission on request as required by 935 CMR 500.105(9). MACA's Director of Finances – in conjunction with MACA's third-party accountant and financial advisor(s) – shall maintain MACA's financial records in a safe and secure location(s) whether hard copy or electronic means or both.

MACA anticipates that it will use online accounting software through a third-party vendor with enterprise-grade data centers with highly sophisticated and layered defenses to penetration. In addition to being highly secure, the vendor with whom MACA contracts must have multiple, redundant, and extremely fast internet connections protected by the latest security technologies and 24-hour monitoring by a team of IT security experts. That way, if a server fails in an enterprise data center, the vendor can automatically push MACA's records from one group of servers to another, ensuring that MACA's data is always available and always secure.

Any handwritten or audio records MACA makes shall be transcribed and inputted into MACA's online accounting software within twenty-four hours. Hard copies shall be maintained in a safe and secure location as necessary and destroyed prior to disposal.

MACA shall maintain the following business records in accordance with 935 CMR 500.105(9):

- Assets and liabilities;
- Monetary transactions;
- Books of accounts;
- Sales records; and
- Salary and wages paid to each employee.

MACA INDUSTRIES, LLC
DIVERSITY PLAN

GOALS:

MACA Industries, LLC (“MACA”) intends to

1. Promote equity among the following demographics: Minorities; Women; Veterans; People with disabilities; and individuals of the LGBTQ+ Community in the operations of its cannabis cultivation business. Specifically, and pursuant to Massachusetts regulations, MACA will use all reasonable efforts to attract, hire, promote, and retain employees spanning the five above-referenced demographics as employees, managers, and executives such that MACA’s full workforce shall ultimately consist of the following:
 - 60 % women;
 - 40% minorities;
 - 20% veterans;
 - 10% persons with disabilities; and
 - 10 % LGBTQ+;
2. 50% of MACA’s contractors, service providers, and/or third-party vendors or otherwise do business with MACA shall consist of companies majority-owned by women, minorities, veterans, persons with disabilities, and individuals of the LGBTQ+ Community.
 - 60 % women;
 - 40% minorities;
 - 20% veterans;
 - 10% persons with disabilities; and
 - 10 % LGBTQ+;
3. Provide tools and opportunities to support employee growth, advancement, and success by meeting with each individual employee at least once per quarter (90 days) to evaluate and determine what training, education, experience, and/or support are necessary to advance the growth and success of the employee;
4. 50% of MACA’s management and executive positions shall be filled by women, minorities, veterans, persons with disabilities, and individuals of the LGBTQ+ Community and MACA shall provide tools to ensure their success.

PROGRAMS:

In order to achieve the above-referenced goals, MACA will implement the following programs:

1. Advertise employment opportunities on a monthly basis in diverse publications and mediums which shall include at least three of the following publications each month: Massachusetts Workforce (Department of Unemployment Assistance), the Department of Veterans Affairs, Open Sky Community Services f/k/a The Bridge and Alternatives (servicing individuals with physical and emotional disabilities)(through their website and on-site advertisements) , the Arc of Massachusetts (servicing people with intellectual and developmental disabilities), AboutBlackBoston.com (through their website and on-site advertisements), cultural-based groups within the communities surrounding the Town of Hopedale, and the Milford Daily News, stating that the establishment is specifically looking Minorities; Women; Veterans; People with disabilities; and individuals of the LGBTQ+ Community to work for the establishment.
2. Strengthen and develop relationships with those belonging to the above-listed demographics (“Goals” paragraph 1 above) at professional organizations, and/or other institutions with diverse populations by having every manager and executive become meaningfully involved with and/or join committees, boards, such as the Arc of Massachusetts (servicing people with intellectual and developmental disabilities), Open Sky Community Services f/k/a The Bridge and Alternatives (servicing individuals with physical and emotional disabilities)(through their website and on-site advertisements), New Hope (servicing sexually and physically abused women), the Milford Area Humanitarian Coalition (a 501(C)(3) entity which, in part, works to bridge the gap between minority employment disparities and socialization), New England Veterans Chamber of Commerce (connecting veterans with veteran-friendly businesses and veteran-friendly businesses with other majority-owned businesses), etc.
3. Identify and attend minority, disability, Veteran, and/or women-centric job fairs (at least one per year of operations) with the intent of specifically promoting the advancement of the above individuals within MACA.
4. Encourage employees to introduce parts of their culture into the workplace and provide individuals who celebrate holidays outside the ten annual U.S. federal holidays as designated by the U.S. Congress with the same rights to celebrate said holiday in the manner commensurate with the individual’s beliefs;
5. Provide ongoing employee training programs that address diversity and tolerance including but not limited to third-party presentations by representatives of those above-listed demographics. Such training shall occur each time a new employee is hired and annually for the company as a whole;
6. Create an internal Committee on Diversity (the “Committee”) to draft written diversity policies and procedures as a living document to be reviewed, revised, added to, and edited based on MACA’s experiences and outcomes. This document will provide a

systematic way to identify diversity challenges and focus leadership attention and resources on them. The Committee shall include employee representatives who shall be voted on annually by those employed by MACA at the time of the vote;

7. Elicit suggestions and feedback from employees by meeting with each employee once per quarter (90 days) to adopt and promote strategies for increasing and maintaining diversity, and incorporate said suggestions and feedback into the written diversity policies and procedures as recommended by the Committee each quarter;
8. Provide mechanisms like discussion groups and/or staff meetings moderated by the Committee at which managers and employees can express their ideas and concerns on diversity and work-environment issues on at least an annual basis;
9. Provide training sessions no less than once per six months for all employees who are willing to participate to ensure that individuals identified in the above-referenced demographics have an equal opportunity to advance their careers; MACA intends to provide mentorship to all employees who wish to participate; MACA anticipates that full employment will require twenty-five (25) employees by year five (5) of operations;

MEASUREMENTS/METRICS:

MACA's diversity plan will enable MACA to measure, monitor, and assess progress in diversity management in the following ways:

1. MACA shall count and record the number of individuals hired who are Minorities; Women; Veterans; People with disabilities; and individuals of the LGBTQ+ Community. This number will be assessed from the total number of individuals hired to ensure that 50% of all individuals hired fall within this goal;
2. Compare diversity of new hires against relevant national labor market data as well as MACA's ongoing employee make-up;
3. Monitor MACA's retention rate by demographic group and compare to external retention rates as MACA's ongoing employee make-up;
4. Track the number of individuals from the above-referenced demographic groups who MACA hired and retained after the issuance of a license;
5. Utilize employee satisfaction surveys focusing on diversity, tolerance, and work-environment;
6. Track the number of individuals from the above-referenced demographic groups who are promoted within MACA;
7. Document minority and women job fairs attended by MACA;
8. Document Committee suggestions pursuant to paragraphs six through eight in the Programs section above;

9. Document presentations and discussion-groups that include as topics diversity and tolerance;
10. Maintain ongoing record of changes to MACA's diversity plan in response to comments and/or concerns raised by MACA employees, managers, contractors, service providers, and executives;
11. Document number and frequency of postings in diverse publications and efforts to strengthen and develop relationships with those belonging to the above-listed demographics at historically minority colleges/universities, professional organizations, and other institutions with diverse populations;
12. To the extent diversity of new hires falls below relevant national labor market statistics and/or MACA's internal diversity goals, MACA will increase its efforts specific to those in the above-referenced demographics who are underrepresented in MACA by reaching out to groups, organizations, governmental entities, etc. that can assist MACA in increasing opportunities for those who have been identified as underrepresented; and
13. MACA intends to implement its plan once it receives its license and begins the hiring process. MACA's workforce will expand as its production expands. MACA anticipates full employment will require twenty-five (25) employees by year five (5) of operations. At that time, MACA anticipates full compliance and/or success in achieving its diversity goals. MACA acknowledges that the progress and/or success of its plan shall be documented upon renewal (one year from provisional licensure, and each year thereafter).

MACA Industries, LLC affirmatively states as follows:

1. The applicant 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; and
2. Any actions taken, or programs instituted, will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.