



# Massachusetts Cannabis Control Commission

## Marijuana Product Manufacturer

### General Information:

License Number: MP282240  
Original Issued Date: 10/18/2024  
Issued Date: 10/18/2024  
Expiration Date: 10/18/2025

## ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Motah 420 LLC

Phone Number: 617-480-4160 Email Address: CARL@MOTAH420.COM

Business Address 1: 6 RENFREW ST

Business Address 2:

Business City: ADAMS

Business State: MA

Business Zip Code: 01220

Mailing Address 1: 6 RENFREW ST

Mailing Address 2:

Mailing City: ADAMS

Mailing State: MA

Mailing Zip Code: 01220

## 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: 100

Percentage Of Control:

100

Role: Owner / Partner

Other Role:

First Name: CARL

Last Name: NICKERSON Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: Hispanic, Latino, or Spanish (Mexican or Mexican American, Puerto Rican, Cuban, Salvadoran, Dominican, Colombian)

Specify Race or Ethnicity: African-Puerto Rican-Panamanian-Swedish

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

No records found

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

No records found

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 6 RENFREW ST

Establishment Address 2:

Establishment City: Adams

Establishment Zip Code: 01220

Approximate square footage of the Establishment: 10400

How many abutters does this property have?: 25

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	Plan to Remain Compliant with Zoning - {MOTAH 420} - (9.22.22) .pdf	pdf	63519ed8cb5f040007bb46e5	10/20/2022
Community Outreach Meeting Documentation	COM Newspaper Notice Attachement A - {MOTAH 420} - (4.20.22).pdf	pdf	6355c57ca311610008a7b639	10/23/2022
Community Outreach Meeting Documentation	COM Town Notice Attachment B - {MOTAH 420} - (4.18.22).pdf	pdf	6355c589a311610008a7b653	10/23/2022
Community Outreach Meeting Documentation	COM Abutter Notice Attachment C - {MOTAH 420} - (4.18.22).pdf	pdf	6355c598a311610008a7b667	10/23/2022
Certification of Host Community Agreement	HCA Cert - Motah-Adams (1).pdf	pdf	6356c523a311610008a89154	10/24/2022
Community Outreach Meeting Documentation	CCC. Product manufacture COMM OUTREACH Meeting attestation form.pdf	pdf	6356cddfdb58f900086be9e9	10/24/2022
Community Outreach Meeting Documentation	Redacted Abutter List - {Motah}.pdf	pdf	6396a85aa0fd020008d8be80	12/11/2022

Executed HCA	MOTAH HCA 2024 Cultivation product manufacture delivery and transporter.pdf	pdf	66ff25c37eba6a00080869f2	10/03/2024
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Total amount of financial benefits accruing to the municipality as a result of the host community agreement. If the total amount is zero, please enter zero and provide documentation explaining this number.: \$

**POSITIVE IMPACT PLAN**

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Plan for Positive Impact	PIP - {Motah} - (12.6.22).pdf	pdf	6396a6b6a0fd020008d8be1c	12/11/2022

**ADDITIONAL INFORMATION NOTIFICATION**

Notification:

**INDIVIDUAL BACKGROUND INFORMATION**

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: CARL

Last Name: NICKERSON 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	CCC BILLY ATTESTATION no directindirect control.pdf	pdf	6351a2d59962490008c54dc6	10/20/2022
Articles of Organization	Cert of Org - {MOTAH 420}.pdf	pdf	6351a2e59962490008c54e17	10/20/2022
Secretary of Commonwealth - Certificate of Good Standing	Commonwealth of MA cert of good standing.pdf	pdf	6356c395bd58f900086bc9f2	10/24/2022
Bylaws	MOTAH 420.LLC ByLaws for CCC.pdf	pdf	6356c462a311610008a88fb6	10/24/2022
Department of Unemployment Assistance - Certificate of Good standing	Cert of Good standing. Dept of Unemployment assistance..pdf	pdf	6356ce84a311610008a8b2f3	10/24/2022
Bylaws	MOTAH attestation (1).pdf	pdf	63989cc35225350008465a44	12/13/2022
Secretary of Commonwealth - Certificate of Good Standing	Motah420 Cert of good standings MA 10 2024.pdf	pdf	670473115fdc620008cebc61	10/07/2024

No documents uploaded

Massachusetts Business Identification Number: 001562476

Doing-Business-As Name: Motah

DBA Registration City: Adams

## BUSINESS PLAN

### Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance - {MOTAH 420}.pdf	pdf	6351a3629962490008c54f55	10/20/2022
Business Plan	Business Plan - {Motah} - (12.11.22).pdf	pdf	6396b9155225350008445319	12/12/2022
Proposed Timeline	CCC Proposed Timeline - {MOTAH 420} - (9.14.22).pdf	pdf	67058ca17eba6a00080d16d2	10/08/2024
Capitalization Table	Carl captable CCC.pdf	pdf	670931e57eba6a000810b2f5	10/11/2024

## OPERATING POLICIES AND PROCEDURES

### Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Obtain Marijuana	Plan for Obtaining Marijuana - {MOTAH} - (10.20.22).pdf	pdf	6351a52fcb5f040007bb5ecf	10/20/2022
Diversity plan	Diversity Plan - {MOTAH 420} - (10.13.22).pdf	pdf	6351a6c09962490008c5585f	10/20/2022
Inventory procedures	Inventory procedures - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609221a311610008b1d798	10/31/2022
Maintaining of financial records	Maintaining Financial Records - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609223bd58f90008750723	10/31/2022
Dispensing procedures	Dispensing Procedures - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609230bd58f9000875074b	10/31/2022
Safety Plan for Manufacturing	Safety Plan - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609252a311610008b1d7b2	10/31/2022
Security plan	Security Plan - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609256bd58f90008750779	10/31/2022
Storage of marijuana	Storage of Marijuana - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	6360925ca311610008b1d7c6	10/31/2022
Transportation of marijuana	Transportation of marijuana - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609264a311610008b1d7da	10/31/2022
Record Keeping procedures	Record keeping procedures - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609266a311610008b1d7ee	10/31/2022
Restricting Access to age 21 and older	Plan to restrict access 21 - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609270bd58f9000875078d	10/31/2022
Prevention of diversion	Prevention of diversion - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609273a311610008b1d805	10/31/2022
Qualifications and training	Qualifications and Training - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	6360927ca311610008b1d819	10/31/2022
Quality control and testing	Quality control and testing - Manufacturing - {MOTAH} - (10.31.22).pdf	pdf	63609282bd58f900087507a7	10/31/2022
Method used to produce products	Methods of Production - {MOTAH} - (11.3.22).pdf	pdf	6364aa0ca311610008b67068	11/04/2022

Personnel policies including background checks	Personnel Policies & Procedures - {Motah} - (12.11.22).pdf	pdf	6396af76a0fd020008d8c35b	12/11/2022
Energy Compliance Plan	Energy Compliance Plan - Manufacturing - {Motah} - (12.11.22).pdf	pdf	6396b647a0fd020008d8c426	12/12/2022
Sample of unique identifying marks used for branding	DBA MOTAH logo for CCC.jpg	jpeg	6396b6ff5225350008445285	12/12/2022
Types of products Manufactured.	Types of product for manufacturing CCC.pdf	pdf	63b84fe852253500085ec76d	01/06/2023

### ATTESTATIONS

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

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

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

Notification:

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

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

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

### ADDITIONAL INFORMATION NOTIFICATION

Notification:

### COMPLIANCE WITH POSITIVE IMPACT PLAN - PRE FEBRUARY 27, 2024

No records found

### COMPLIANCE WITH DIVERSITY PLAN

No records found

### PRODUCT MANUFACTURER SPECIFIC REQUIREMENTS

No records found

### HOURS OF OPERATION

Monday From: 8:00 AM	Monday To: 5:00 PM
Tuesday From: 8:00 AM	Tuesday To: 5:00 PM
Wednesday From: 8:00 AM	Wednesday To: 5:00 PM
Thursday From: 8:00 AM	Thursday To: 5:00 PM
Friday From: 8:00 AM	Friday To: 5:00 PM
Saturday From: 8:00 AM	Saturday To: 5:00 PM
Sunday From: 8:00 AM	Sunday To: 5:00 PM

## **Plan to Remain Compliant with Local Zoning**

The purpose of this plan is to outline how Applicant will remain in compliance with local codes, ordinances, and bylaws for the physical address of our Marijuana Establishment at 6 Renfrew St in Adams, MA which shall include, but not be limited to, the identification of any local licensing requirements for the adult use of marijuana.

### **Background**

The City of Adams, MA has an approved zoning ordinance regulating the time, place, and manner of Marijuana Establishments. This ordinance, Section 125-35 allows Recreational Marijuana Establishments, including Cultivation in the ("IP") Industrial Park District if granted a Special Permit and subject to site plan approval. 6 Renfrew St is located in the IP District and is compliant with all physical siting requirements outlined in the Ordinance. Applicant has applied for a Special Permit from the Planning Board and is working on site plan approval.

Applicant and its attorneys and consultants have reviewed this ordinance in its entirety and have developed plans and strategies on compliance with all of the requirements and special permit conditions.

### **Ongoing Compliance**

Applicant is committed to remaining in compliance with all local codes, ordinances, and bylaws. Our attorney and compliance consultant will make periodic assessments of our operation for compliance with all applicable local, state, and federal laws and regulations, including zoning and special permit compliance.

Our Team is in regular contact with and will remain in contact with the Mayor and other applicable municipal officials to ensure that there is an open line of communications. We will remain up to date with all zoning ordinance changes and requirements to ensure that Applicant remains in compliance.

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assets and expenses of administration. WITNESS Hon. Richard A Simons First Justice of this Court. Date: 04/12/2022

Anthony P. Patella Register of Probate

Ad# 64910 04/20/2022 Commonwealth of Massachusetts The Trial Court Probate and Family Court

CITATION ON PETITION FOR FORMAL ADJUDICATION Docket No. BE22P0069EA

Estate of: William E. Jefferson Also known as: William Edgar Jefferson Date of Death: 11/18/2022

IMPORTANT NOTICE You have the right to obtain a copy of the Petition from the Petitioner or at the Court. You have a right to object to this proceeding. To do so, you or your attorney must file a written appearance and objection at this Court before: 10:00 a.m. on the return day of 05/05/2022.

UNSUPERVISED ADMINISTRATION UNDER THE MASSACHUSETTS UNIFORM PROBATE CODE (MUPC)

A Personal Representative appointed under the MUPC in an unsupervised administration is not required to file an inventory or annual accounts with the Court. Persons interested in the estate are entitled to notice regarding the administration directly from the Personal Representative and may petition the Court in any matter relating to the estate, including the distribution of assets and expenses of administration.

WITNESS Hon. Richard A Simons First Justice of this Court. Date: 04/07/2022

Anthony P. Patella Register of Probate

Ad# 64906 04/20/2022

Commonwealth of Massachusetts The Trial Court Probate and Family Court Berkshire Division 44 Bank Row Pittsfield, MA 01201 (413) 442-6941

INFORMAL PROBATE PUBLICATION NOTICE Docket No. BE22P0272EA

Estate of: Hans R. Fehlmann Also known as: Hans Fehlmann Date of Death: 03/07/2022

To all persons interested in the above captioned estate, by Petition of Petitioner Arthur H. Dombay of Atlanta, GA.

a Will has been admitted to informal probate.

Arthur H. Dombay of Atlanta, GA has been informally appointed as the Personal Representative of the estate to serve without surety on the bond.

The estate is being administered under informal procedure by the Personal Representative under the Massachusetts Uniform Probate Code without supervision by the Court. Inventory and accounts are not required to be filed with the Court, but interested parties are entitled to notice regarding the administration from the Personal Representative and can petition the Court in any matter relating to the estate, including distribution of assets and expenses of administration.

Allyson Holmes, Esq. Smith Green & Gold, LLP 75 North Street, Suite 400 Pittsfield, MA 01201

Ad# 64904 04/20/2022

NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE MARIJUANA ESTABLISHMENT MOTA420, LLC.

Notice is hereby given that MOTA420, LLC, will conduct a Community Outreach Meeting on the following matter on May 3rd, 2022, at the Adams Visitors Center, 3 Hoosac St, Adams, MA at 6:00pm. MOTA420, LLC, intends to apply for a Marijuana Manufacturing, Cultivation and Delivery operator license pursuant to M.G.L. Ch. 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations, including those issued by the Massachusetts Cannabis

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Control Commission. Information presented at the community outreach hearing will include, but not be limited to: 1. The type(s) of Marijuana Establishment(s) to be located at the proposed address 2. Information adequate to demonstrate that the location will be maintained securely 3. Steps to be taken by the adult-use Marijuana Establishment to prevent diversion to minors 4. A plan by the Marijuana Establishment to positively impact the community 5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law Community members will be permitted and are encouraged to ask questions and receive answers from representatives of MOTA420, LLC.

If you are unable to attend this event but would like to be included on our mailing list that will provide updates about the facility, please reach out through our website, www.motah420.com

A copy of this notice will be on file with the Town Clerk, at the office of the Board of Selectmen, and the Planning Board office, all located at Adams Town Hall, 8 Park St 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 Marijuana 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 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. Ad# 64889 04/20/2022

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 74 Friend Street, Adams, MA 01220

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Hildegarde Murray to CitiFinancial Services, Inc., and now held by U.S. Bank Trust National Association as Trustee of American Homeowner Preservation Trust Series 2015A+, said mortgage dated April 24, 2008 and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 01328, Page 185, said mortgage was assigned from CitiFinancial Services, Inc. to CitiFinancial, Inc. by assignment dated June 18, 2013 and recorded with said Registry of Deeds in Book 1515, Page 857; said mortgage was assigned from CFNA Receivables (MD), Inc. f/k/a CitiFinancial, Inc. to CitiFinancial Servicing LLC by assignment dated July 1, 2015 and recorded with said Registry of Deeds in Book 1570, Page 407; said mortgage was assigned from CitiFinancial Servicing LLC to Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A by assignment dated February 21, 2018 and recorded with said Registry of Deeds in Book 1648, Page 826; said mortgage was assigned from Wilmington Savings Fund Society, FSB, as Trustee of Stanwich Mortgage Loan Trust A to U.S. Bank Trust as Trustee of the American Homeowner Preservation Trust Series 2015A+ by assignment dated July 10, 2018 and recorded with said Registry of Deeds in Book 1671, Page 677; for breach of the conditions in said mortgage and for the purpose of foreclosing the same will be sold at Public Auction on May 4, 2022 at 01:00 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

THE PROPERTY LOCATED IN SAID ADAMS, IN THE SAID COUNTY OF BERKSHIRE AND COMMONWEALTH OF MASSACHUSETTS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT LYING IN THE APPARENT EASTERLY LINE OF FRIEND STREET, AN CALLED, WHICH POINT MARKS THE SOUTHWEST CORNER OF LAND OF HENRY VIENS, JR. AND LAURIE M. VIENS;

THENCE EASTERLY ALONG LAND OF SAID VIENS THIRTY SIX AND NINETY-SIX HUNDREDTHS (36.96) FEET TO AN IRON PIPE;

THENCE S. 52 DEGREES 16' EAST ONE HUNDRED TWENTY-FIVE AND THIRTY-FOUR HUNDREDTHS (125.34) FEET TO A FENCE, WHICH ALSO MARKS LAND OF THE INHABITANTS OF ADAMS;

THENCE S. 27 DEGREES 46' WEST ELEVEN AND THIRTY-EIGHT HUNDREDTHS (11.38) FEET TO AN IRON PIN;

THENCE N. 55 DEGREES 43' WEST ONE HUNDRED THIRTY-TWO AND FOURTEEN HUNDREDTHS (132.14) FEET TO AN IRON PIN;

THENCE N. 39 DEGREES 23' WEST THIRTY-SEVEN AND SIXTY-ONE HUNDREDTHS (37.61) FEET TO THE EASTERLY SIDE OF THE AFORESAID FRIEND STREET;

THENCE N. 53 DEGREES 24' EAST NINETEEN AND THIRTY-NINE HUNDREDTHS (19.39) FEET TO THE POINT OR PLACE OF BEGINNING.

MEANING AND INTENDING HEREBY TO CONVEY LOT #3 ON PLAN ENTITLED, SUBDIVISION OF PROPERTY IN ADAMS, MASS., BELONGING TO MATHIAS & MAGDALENE TILL", DRAWN BY E.L. CADIGON, ENGINEER, DATED 14, 1953, WHICH PLAN IS RECORDED IN THE NORTHERN BERKSHIRE REGISTRY OF DEEDS.

THE GRANTORS RESERVE FOR THE MUTUAL BENEFIT OF OWNERS OF LOTS 1,2,4,5 AND 6, AND HEIRS AND ASSIGNS ON THE APRESAID PLAN, A RIGHT OF WAY TWELFTH AND TWO-TENTHS (12.2) FEET IN WIDTH OVER THE NORTHERLY SIDE OF THE PREMISES HEREIN CONVEYED, FOR ALL OF THE USUAL PURPOSES OF A RIGHT OF WAY, WHICH RIGHT OF WAY IS TO EXTEND FOR THE SAME WIDTH ALONG THE REAR OF THE PREMISES HEREIN CONVEYED, ALONG THE ADJOINING PORCHES IN THE REAR OF THE BUILDING AND TO RUN '8

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SOUTHERLY TO THE SOUTHERLY SIDE OF LOT #6 AND THENCE WESTERLY INTO THE AFORESAID FRIEND STREET.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RIGHT OF WAYS AS STATED ON THE CURRENT DEED.

ADDRESS: 74 FRIEND ST.; ADAMS, MA 01220

Being the same premises recorded in Page 930, Book 1312 to the mortgagor herein by Deed of David A. Murray, 11/8/07.

The description of the property contained in the mortgage shall control in the event of a typographical error in this publication.

For Mortgagor's Title see instrument dated August 24, 2001 and recorded in the Berkshire County (Northern District) Registry of Deeds in Book 1312, Page 930.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid in cash, certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within thirty (30) days after the date of sale.

Other terms to be announced at the sale.

Brock & Scott, PLLC 1080 Main Street, Suite 200 Pawtucket, RI 02860 Attorney for U.S. Bank Trust National Association as Trustee of American Homeowner Preservation Trust Series 2015A+ Present Holder of the Mortgage 401-217-8701

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

Premises: 24 Stratford Avenue, Pittsfield, Massachusetts

NOTICE OF MORTGAGEE'S SALE OF REAL ESTATE

By virtue and in execution of the Power of Sale contained in a certain mortgage given by Ronald L. Bombardier and Charlene L. Bombardier to Mortgage Electronic Registration Systems, Inc., as nominee for Academy Mortgage Corporation, said mortgage dated April 22, 2016, and recorded in the Berkshire County (Middle District) Registry of Deeds, in Book 5732 at Page 48 and now held by NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing by virtue of a Confirmatory Assignment, as the purpose of this confirmatory assignment is to clarify the assignee in the assignment recorded on May 5, 2020 in Book 6619 at Page 96 of the Berkshire County (Middle District) Registry of Deeds, from Ditech Financial LLC to NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage Servicing dated November 18, 2021 and recorded in Berkshire County (Middle District) Registry of Deeds in Book 7073, Page 193, previously assigned by Ditech Financial LLC to NewRez LLC dated May 4, 2020 and recorded in Berkshire County (Middle District) Registry of Deeds in Book 6619, Page 96, previously assigned by Mortgage Electronic Registration Systems, Inc., as mortgagee, as nominee for Academy Mortgage Corporation, its successors and assigns to Ditech Financial LLC dated November 14, 2017 and recorded in Berkshire County (Middle District) Registry of Deeds in Book 6095, Page 140 for breach of the conditions in said mortgage and for the purpose of foreclosing the same, will be sold at Public Auction on May 25, 2022 at 12:30 PM Local Time upon the premises, all and singular the premises described in said mortgage, to wit:

A certain lot or parcel of land situated in said Pittsfield and being the lot shown as Lot No. 134 on a Plan of Grey Tower Building Lots, made by Barnes and Spaulding, Engineers, dated May 1907, and recorded with Berkshire Middle District Registry of Deeds in Book 337, Page 644. Being the same premises conveyed to the Mortgagors herein by deed of Mary E. Casella, recorded in the Berkshire Middle District Registry of Deeds immediately prior hereto.

The description of the property that appears in the mortgage to be foreclosed shall control in the event of a typographical error in this publication.

For Mortgagors' Title see deed dated April 22, 2016, and recorded in Book 5732 at Page 45 with the Berkshire County (Middle District) Registry of Deeds.

TERMS OF SALE: Said premises will be sold and conveyed subject to all liens, encumbrances, unpaid taxes, tax titles, municipal liens and assessments, if any, which take precedence over the said mortgage above described.

FIVE THOUSAND (\$5,000.00) Dollars of the purchase price must be paid by a certified check, bank treasurer's or cashier's check at the time and place of the sale by the purchaser. The balance of the purchase price shall be paid in cash, certified check, bank treasurer's or cashier's check within sixty (60) days after the date of sale.

Other terms to be announced at the sale.

BENDETT & MCHUGH, PC 270 Farmington Avenue Farmington, CT 06032 Attorney for NewRez LLC, F/K/A New Penn Financial, LLC, D/B/A Shellpoint Mortgage

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Servicing Present Holder of the Mortgage (860) 677-2868

AD# 64370 04/13/2022, 04/20/2022, 04/27/2022

PUBLIC NOTICE

DEPARTMENT OF ENVIRONMENTAL PROTECTION WATERWAYS REGULATION PROGRAM

Notice of Simplified License Application pursuant to M.G.L. Chapter 91 22-WW-PRE-0049-APP

NOTIFICATION DATE: April 20, 2022

PERMITTEE: Christine Niblock PROJECT SITE ADDRESS: 10 Maple Lane, Stockbridge

Public notice is hereby given of the application for a Chapter 91 Simplified License by Christine Niblock to construct/maintain a dock in the waters of Stockbridge Bowl at 10 Maple Lane, Stockbridge, MA 01262

The Department will consider all written comments on this Waterways application received by within 30 days of the Notification Date? Failure of any aggrieved person or group of ten citizens or more to submit written comments to the Waterways Regulation Program will result in the waiver of any right to an adjudicatory hearing in accordance with 310 CMR 9.13(4)(c). The group of citizens must include at least five citizens who are residents of the municipality in which the proposed project is located.

Project plans for this Waterways application are on file for public viewing electronically, by request to dep.waterways@mass.gov. If you do not have access to email, please leave a voicemail at (617) 292-5929 and you will be contacted with information on alternative options.

It is recommended that public comments be filed electronically with dep.waterways@mass.gov when possible. Alternatively, comments may be mailed to the Waterways Regulation Program at: 1 Winter Street, 5th Floor, Boston, MA 02108.

Ad# 64875 04/20/2022

Public Notice to Bidders Child Care of the Berkshires, with administrative offices located at 210 State Street, North Adams, MA 01247, is seeking proposals for professional accounting services including the financial and compliance audit and completion of the Uniform Financial Report for FY 2022 ending 6/30/2022. Additional information can be found at https://www.ccberkshire.org/audit.

Ad# 64848 04/20/2022, 04/21/2022, 04/22/2022, 04/23/2022, 04/24/2022, 04/25/2022

THE COMMONWEALTH OF MASSACHUSETTS MASSACHUSETTS DEPARTMENT OF TRANSPORTATION - HIGHWAY DIVISION NOTICE OF A PUBLIC HEARING Project File No. 609386

A Live Virtual Design Public Hearing will be hosted on the MassDOT website below to present the design for the proposed ADA Retrofits at Various Locations project in the municipalities of Chester, Dalton, Great Barrington, Lee, North Adams, Otis, Pittsfield, Russell, Williamsburg, & Williamstown.

WHEN: 6:00PM, Wednesday, May 4, 2022

PURPOSE: The purpose of this hearing is to provide the public with the opportunity to become fully acquainted with the proposed ADA Retrofits at Various Locations project. All views and comments submitted in response to the hearing will be reviewed and considered to the maximum extent possible.

PROPOSAL: The proposed project consists of the reconstruction of existing pedestrian curb ramps to Americans with Disabilities Act (ADA) and Architectural Access Board (AAB) standards at various locations throughout MassDOT District 1, including the Towns of Chester, Dalton, Great Barrington, Lee, Otis, Russell, Williamsburg, Williamstown and the Cities of North Adams and Pittsfield. The ramps included in this project have been identified by MassDOT as priority locations of substandard pedestrian ramps based on an assessment of the entire District. The additional required work to reconstruct each curb ramp may include, but is not

Public Notices

limited to, sidewalk and curb reconstruction (where it exists today), full depth pavement reconstruction and/or milling & overlay of the existing roadway in the intersections, and restoration of existing grass areas.

A secure right-of-way is necessary for this project. Acquisitions in fee and permanent or temporary easements may be required. MassDOT is responsible for acquiring all needed rights in private or public lands. MassDOT's policy concerning land acquisitions will be presented in the hearing.

Project inquiries, written statements and other exhibits regarding the proposed undertaking may be submitted to Carrie E. Lavallee, P.E., Chief Engineer, via e-mail to MassDOTProjectManagement@dot.state.ma.us or via US Mail to Suite 6340, 10 Park Plaza, Boston, MA 02116, Attention: Project Management, Project File No. 609386. Statements and exhibits intended for inclusion in the public hearing transcript must be emailed or postmarked no later than ten (10) business days (14 calendar days) after the hearing is hosted on the MassDOT website listed below.

This hearing is accessible to people with disabilities. MassDOT provides reasonable accommodations and/or language assistance free of charge upon request (e.g. interpreters in American Sign Language and languages other than English, live captioning, videos, assistive listening devices and alternate material formats), as available. For accommodation or language assistance, please contact MassDOT's Chief Diversity and Civil Rights Officer by phone (857-368-8580), TTD/TTY at (857) 266-0603, fax (857) 368-0602 or by email (MassDOT.CivilRights@dot.state.ma.us). Requests should be made as soon as possible and prior to the hearing, and for more difficult to arrange services including sign-language, CART or language translation or interpretation, requests should be made at least ten business days before the hearing.

This Live Virtual Design Public Hearing or a cancellation announcement will be hosted on the internet at www.mass.gov/massdot-highway-design-public-hearings.

JONATHAN GULLIVER HIGHWAY ADMINISTRATOR CARRIE E. LAVALLEE, P.E. CHIEF ENGINEER

Ad# 64574 04/20/2022, 04/27/2022

Town of Florida Notice of Public Hearings

The Town of Florida Board of Selectmen, acting as the Special Permit Granting Authority, will hold a public hearing on the application for special permit filed by Justin and Elizabeth Henderson to erect Storage Units to be located on the Mohawk Trail. The hearing will be on Wednesday, April 27, 2022 at 6:00pm at Town Hall, 379 Mohawk Trail, Dalton, MA 01902.

Neil Oleson Michael Bedini Terry Green

Ad# 64610 04/20/2022, 04/13/2022

TOWN OF SHEFFIELD Notice of Public Hearing

The Sheffield Zoning Board of Appeals will hold a public hearing on April 28, 2022 at 7:00 p.m., second floor meeting room, Town Hall, 21 Depot Square, concerning the application of John Muller for an Administrative Appeal of the Building Inspector's decision regarding 1515 Boardman Street, Assessors Map 33 Block and Lot: 1-10.2, Book 2012 Page 76 in the Rural District.

A copy of the application, on file in the Town Clerk's Office, Town Hall, may be inspected Monday, Tuesday, Thursday and Friday, 9:00 a.m. to 4:00 p.m.

Eric Carlson, Chairman

Ad# 64747 04/13/2022, 04/20/2022

Found

KAYAK PADDLE in the road at the corner of East & Lime St., Adams. Call 413-743-4903

LOST YOUR PET?? Place your ad in the Classifieds today! 1-800-234-7404

Apartment Rentals

ALL RENTALS www.rhabc.com by the Rental Housing Association of Berkshire County

DALTON. 3 BR/2 Bath Duplex. Hardwood floors, new paint. \$1400/mo plus utilities. References required. 413-822-1593

Help Wanted

LABORERS. Male or female for general contracting/paving firm. Must have valid drivers license. 413-281-2143. patrick.waterman@icloud.com

HELP WANTED Valley Roll-Off Dumpster Service is seeking a Roll-Off Driver Full-Time Call 413-243-6655 Or stop in to 95 Marble Street M-F 8-4 to fill out an application.

\$100 and Under

BEVERAGE REFRIGERATOR. Avanti, black, 1.7 cu ft, w/single door. \$40. 413-442-8167

BOW SAW. With 36" blade. Great for cutting branches or wood. \$14. 413-499-1648

BOX 50 MINI HOT WHEELS CAR W/CASE. \$50. Cash. 413-441-4653

CABBAGE PATCH DOLLS. 10 @ \$10 each. 413-441-4653

CAT CARRIER. Plus toys, bowls, litter box & scoop. All \$20. 413-212-0329

CHIMNEY CAP. Black stainless. \$40. 413-443-5888

COMPUTER DESK W/HUTCH. (49" x 24" x 72") and printer cabinet (24" x 24" x 30"). Free. 413-243-3247

CPAP EQUIPMENT SANITIZER. SO Clean, new \$350. Asking \$99. 413-442-9146

CRAFTSMAN LAWNMOWER. Self propelled, 21" deck, Briggs & Stratton engine. No rush. \$75. 413-212-0751

CURTAINS. Made by Country Curtains, (8) sets, (5) have valance. Photos avail. Excel cond. \$100. 413-499-1648

DARK COFFEE TABLE with wood burned grist mill on lighter stain in middle. 48" long. \$25. 413-329-1240

DRILL BITS & ACCESSORIES. 80pc set, good condition. \$24. 413-499-1648

ELLIPTICAL LEG EXERCISER. Cubi Jr., very lightly used. \$35. 413-499-4676

FACEBOOK PORTAL. Like new, includes original box. \$75. 413-822-8566

FUTON FRAME. Full size, sofa/bed convertible. Approx. 52"x72". \$45. 413-776-9427

GOLF CART W/12 clubs. Paid \$150. Sell for \$55. Cash. 413-441-4653

GOLF TROLLEY. Hillbilly w/battery & charger. \$100. 413-822-9682

HAMILTON BEACH MICROWAVE. Used only 2 wks., 0.9 cu ft., 900W. \$50. 413-243-3247

HEATER, W/RECORDER, PORTABLE, Brand Energy efficient. \$69. 413-822-8279

recruitology Be seen by applicants on top specialty job boards, as well as Facebook, Twitter, and LinkedIn through our network. For more information call us at 800-245-0254. JOB

YOU DIDNT COME THIS FAR TO ONLY COME THIS FAR Go further Whatever it takes. if you've got hustle, the drive to do more — you'll do greater as an ADVERTISING SALES SPECIALIST. If you've got sales experience, great, if not, we'll train you. Attitude is everything. Competitive base, great benefits. Apply online today at berkshireeagle.com/apply The Berkshire Eagle

# Attachment B

## NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE MARIJUANA ESTABLISHMENT MOTAH420, LLC. 6 Renfrew St. Adams

Notice is hereby given that MOTAH 420,LLC, will conduct a Community Outreach Meeting on the following matter on May 3rd, 2022, at the Adams Visitors Center, 3 Hoosac St, Adams, MA at 6:00pm. MOTAH 420,LLC, intends to apply for a Marijuana Manufacturing, Cultivation and Delivery operator licenses at 6 Renfrew St. Adams, pursuant to M.G.L. Ch. 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations, including those issued by the Massachusetts Cannabis Control Commission. Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Marijuana Establishment(s) to be located at the proposed address
2. Information adequate to demonstrate that the location will be maintained securely
3. Steps to be taken by the adult-use Marijuana Establishment to prevent diversion to minors
4. A plan by the Marijuana Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law Community members will be permitted and are encouraged to ask questions and receive answers from representatives of MOTAH 420,LLC.

If you are unable to attend this event but would like to be included on our mailing list that will provide updates about the facility, please reach out through our website, [WWW.MOTAH420.COM](http://WWW.MOTAH420.COM).

A copy of this notice will be on file with the Town Clerk, at the office of the Board of Selectmen, and the Planning Board office, all located at Adams Town Hall, 8 Park St 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 Marijuana 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 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.

Carl Nickerson  
MOTAH420, LLC CEO





# Attachment C

## NOTICE OF COMMUNITY OUTREACH MEETING REGARDING ADULT-USE MARIJUANA ESTABLISHMENT MOTAH420, LLC. 6 Renfrew St. Adams

Notice is hereby given that MOTAH 420, LLC, will conduct a Community Outreach Meeting on the following matter on May 3rd, 2022, at the Adams Town Hall, 8 Park St at 6:00pm. MOTAH 420 LLC, intends to apply for a Marijuana Manufacturing, Cultivation and Delivery operator licenses at 6 Renfrew St. Adams, pursuant to M.G.L. Ch. 94G, Chapter 55 of the Acts of 2017, and other applicable laws and regulations, including those issued by the Massachusetts Cannabis Control Commission. Information presented at the community outreach hearing will include, but not be limited to:

1. The type(s) of Marijuana Establishment(s) to be located at the proposed address
2. Information adequate to demonstrate that the location will be maintained securely
3. Steps to be taken by the adult-use Marijuana Establishment to prevent diversion to minors
4. A plan by the Marijuana Establishment to positively impact the community
5. Information adequate to demonstrate that the location will not constitute a nuisance as defined by law Community members will be permitted and are encouraged to ask questions and receive answers from representatives of MOTAH.

If you are unable to attend this event but would like to be included on our mailing list that will provide updates about the facility, please reach out through our website, [WWW.MOTAH420.COM](http://WWW.MOTAH420.COM). A copy of this notice will be on file with the Town Clerk, at the office of the Board of Selectmen, and the Planning Board office, all located at Adams Town Hall, 8 Park St 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 Marijuana 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 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.

## Host Community Agreement Certification Form

### Instructions

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

### Certification

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

1. Name of applicant:

motah 420, LLC

2. Name of applicant's authorized representative:

Carl Nickerson

3. Signature of applicant's authorized representative:

Carl Nickerson

4. Name of municipality:

Town of Adams

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

JAY R. GREEN



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

Jay R. Green

7. Email address of contracting authority or authorized representative of the municipality (*this email address may be used to send municipal notices pursuant to 935 CMR 500.102(1) and 501.102(1).*):

JGREEN@TOWN.ADAMS.MA.US

8. Host community agreement execution date:

7/27/2022

# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

7. The applicant presented information at the Community Outreach Meeting, which at a minimum included the following:
- The type(s) of ME or MTC to be located at the proposed address;
  - Information adequate to demonstrate that the location will be maintained securely;
  - Steps to be taken by the ME or MTC to prevent diversion to minors;
  - A plan by the ME or MTC to positively impact the community; and
  - Information adequate to demonstrate that the location will not constitute a nuisance as defined by law.
8. Community members were permitted to ask questions and receive answers from representatives of the ME or MTC.



Name of applicant:

MOTAH 420, LLC

Name of applicant's authorized representative:

Carl Nickerson

Signature of applicant's authorized representative:

*Carl Nickerson*

[REDACTED]  
PO BOX 711  
DALLAS, TX 75221

[REDACTED]  
PO BOX 450  
ADAMS, MA 01220

[REDACTED]  
2770 W 5TH ST  
BROOKLYN, NY 11224

[REDACTED]  
43 PRINT WORKS DR  
ADAMS, MA 01220

[REDACTED]  
238 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
235 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
TOWN HALL 8 PARK ST  
ADAMS, MA 01220

[REDACTED]  
234 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
2 NO HOOSAC ST  
ADAMS, MA 01220

[REDACTED]  
47 HOLBROOK ST  
NO ADAMS, MA 01247

[REDACTED]  
PO BOX 377  
ADAMS, MA 01220

[REDACTED]  
48 1/2 MELROSE ST  
ADAMS, MA 01220

[REDACTED]  
1 HIGHLAND AVE  
BETHLEHEM, PA 18017

[REDACTED]  
242 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
PO BOX 459  
STEPHENTOWN, NY 12160

[REDACTED]  
233 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
218 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
224 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
ADAMS, MA 01220

[REDACTED]  
224 COLUMBIA ST  
ADAMS, MA 01220

[REDACTED]  
240 COLUMBIA ST  
ADAMS, MA 01220

## Motah 420 LLC d/b/a Motah Positive Impact Plan

### Introduction

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

The Commission has identified the groups Positive Impact Plans are intended to impact as the following:

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

We seek to identify at least one applicant for licensure in need of help and guidance who fulfills the Primary Target Group (PTG) description, and to provide the applicant direct mentor-to-mentee application and business development assistance. This applicant shall be connected to Holyoke, Greenfield, Pittsfield, ADIs in Springfield, or Worcester, Walpole, Taunton, Mansfield or other communities that are Areas of Disproportionate Impact (ADI) as defined by the Commission, through residence or location of their intended business operations at that time. The availability of this service will be continuously promoted through direct engagement with participants in the Social Equity Applicant cohort.

The service is ongoing through direct engagement with Social Equity Applicants, Economic Empowerment Applicants, and ADI residents and is “promoted” in the following way.

- Motah consultant Blue Skies is owned by Social Equity applicant Ezra Parzybok and is on an email list of over 50 SE applicants within his fellow cohort who know of and utilize his pro-bono services.
- He has listed his consulting services via the providers list within the equity portal of the CCC website.
- He lists Google ads for licensing and consulting work and positive impact plan pro bono work
- Our company will not promote the work via advertising which may look good on a renewal form but is not as efficient as working with the many SE teams with whom we are connected, and who need more services than we could possibly provide for. Ongoing efforts have been made to promote the pro bono services to SE through the



CCC contact list but there is a policy of not allowing contact and the CCC response is “anyone can network with SE as they see fit.” So we continue to use our 50+ strong email group of SE.

## **Acknowledgments**

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

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

*No donation or program to support any specifically named organizations or the furtherance of their goals have been proposed as this is a direct mentor-to-mentee program.*

*We acknowledge that the progress or success of our plan's goals must be documented upon license renewal, which occurs one year from provisional licensure, and each year thereafter.*

*We attest we will not provide any of our Positive Impact Plan program resources to Independent Testing Laboratories.*

## **Programs:**

The *Positive Impact Program* comprises four main elements:

**Business Development** – We will provide access to consulting and ancillary services that can help applicants create and develop robust business ideas, property search, business strategy, team development, document creation, etc. for developing, permitting, and licensing their cultivation, retail, processing, and delivery businesses. This includes around the clock texting, phone calls, site visits, and with a specific **Goal of 5 hours of business development annually** will be offered.

**Local licensing and permitting** - The Positive Impact Plan will provide guidance and direct assistance in the preparation of presentation and submission materials; and advocacy for the projected business to affected communities and municipalities that require either Permitting, local licensing, or both, with the **goal of 5 hours of local help for the year.**

**State licensing** - The Positive Impact Plan will provide direct assistance in the development and preparation of business plans, host community agreements, Standard Operating Procedures, support documentation and submission of relevant license applications with a **goal of 5 hours consultation each year.**

**Compliance** - The Positive Impact Plan will help SE applicants and other PTG fulfill the following compliance support with a **goal of 10 hours assistance each year:**

- Architectural Review

- Post provisional license inspection document creation such as cash handling, alcohol and tobacco policy, eye safety plan, banking compliance, security installation compliance

### Goals:

The goal of the program is to provide PTG applicants with direct access to the same professional consulting services enjoyed by (generally) better-financed applicants. These services will provide direct assistance in the achievement of some or all of the following milestones:

- Business Plan Development (goal; completion of **one compliant business plan**)
- Support negotiation of Host Community Agreement with goal of **one HCA achieved**
- Preparation, support, presentation, and advocacy of **one Community Outreach Meeting**
- Direct assistance in the preparation of Standard Operating Procedures for submission to the Commission with the goal of developing **one full suite of documents** to mentee for application in each license category
- Direct assistance in the preparation and collation of uploading and preparing supporting documentation for submission to the Commission (**goal of 5 hours** of MassCIPortal assistance)
- Provide PTG participants easy access to expert mentorship and counseling through individual conference calls with leading industry consultants and ancillary professionals with goal of **5 hours of conference calls**

### Measurements and Metrics:

- **Targeting** - Did the applicant meet the criteria to be considered part of the Primary Target Group in accordance with the Commission's definition as described in the introduction above?
- **Milestones** - Was the applicant provided assistance in the achievement of **at least 3 of the "Goals"**, above, annually?
- **Assistance** - Was the applicant provided a goal of **10 hours of direct consulting support** annually in any or all of the four principal program elements?
- **Documentation** – annually, did the applicant receive **3 hours of guidance** or **3 material documents** or **3 email exchanges** regarding specific issues that furthered their progress in fully participating in the regulated marijuana industry?

## Attestation - Billy Almonte (Manager)

I, Carl Nickerson, attest that Billy Almonte does not qualify as a person with direct or indirect control according to 935 CMR 500.101(1). Billy Almonte is a business consultant that helps with daily operations but has no control or ownership of Motah 420, LLC.

Signature:

A handwritten signature in blue ink, appearing to read "Carl Nickerson", written over a horizontal line.

Date:

10-13-22



**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: 001562476

1. The exact name of the limited liability company is: MOTAH 420 LLC

**2a. Location of its principal office:**

No. and Street: 128 CRANE ST  
 City or Town: DEDHAM State: MA Zip: 02026 Country: USA

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

No. and Street: 128 CRANE ST  
 City or Town: DEDHAM State: MA Zip: 02026 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:**

“TO APPLY FOR A LICENSE FROM THE CANNABIS CONTROL COMMISSION.”

**4. The latest date of dissolution, if specified:**

**5. Name and address of the Resident Agent:**

Name: CARL NICKERSON  
 No. and Street: 128 CRANE ST  
 City or Town: DEDHAM State: MA Zip: 02026 Country: USA

I, CARL NICKERSON 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	CARL NICKERSON	128 CRANE ST DEDHAM, MA 02026 USA
MANAGER	BILLY ALMONTE	128 CRANE ST DEDHAM, MA 02026 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

SOC SIGNATORY	CARL NICKERSON	128 CRANE ST DEDHAM, MA 02026 USA
SOC SIGNATORY	BILLY ALMONTE	128 CRANE ST DEDHAM, MA 02026 USA

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

<b>Title</b>	<b>Individual Name</b> First, Middle, Last, Suffix	<b>Address</b> (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	CARL NICKERSON	128 CRANE ST DEDHAM, MA 02026 USA
REAL PROPERTY	BILLY ALMONTE	128 CRANE ST DEDHAM, MA 02026 USA

**9. Additional matters:**

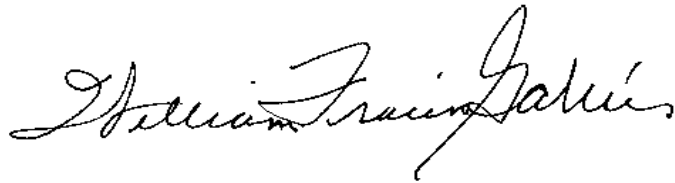
**SIGNED UNDER THE PENALTIES OF PERJURY, this 15 Day of February, 2022,  
CARL NICKERSON**

*(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:

February 15, 2022 05:47 PM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

**August 15, 2022**

TO WHOM IT MAY CONCERN:

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

**MOTAH 420 LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 15, 2022.**

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: **CARL NICKERSON, BILLY ALMONTE**

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

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **CARL NICKERSON, BILLY ALMONTE**



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

# **MOTAH 420 LLC - Bylaws**

## **Bylaws**

### **ARTICLE I OFFICES**

**Section 1.** The principal office of this corporation shall be in the Commonwealth of Massachusetts.

**Section 2.** The corporation may also have offices at such other places both within and without the Commonwealth of Massachusetts as the Board of Directors may from time to time determine or the business of the corporation may require.

### **ARTICLE II MEETINGS OF STOCKHOLDERS**

**Section 1.** All annual meetings of the stockholders shall be held at the registered office of the corporation or at such other place within or without the Commonwealth of Massachusetts as the directors shall determine. Special meetings of the stockholders may be held at such time and place within or without the Commonwealth as shall be stated in the notice of the meeting, or in a duly executed waiver of notice thereof.

**Section 2.** Annual meetings of the stockholders, commencing with the year 2019, shall be held in May of each year as may be set by the Board of Directors from time to time, at which the stockholders shall elect by vote a Board of Directors and transact such other business as may properly be brought before the meeting. Meetings may be held by telephonic conference call provided all stockholders are present telephonically or have expressly declined to participate.

**Section 3.** Special meetings of the stockholders, for any purpose or purposes, unless otherwise prescribed by statute or by the Articles of Organization, may be called by the President or the Secretary by resolution of the Board of Directors or at the request in writing of stockholders owning a majority in amount of the entire capital stock of the corporation issued and outstanding and entitled to vote. Such a request shall state the purpose of the proposed meeting.

**Section 4.** Notices of meetings shall be in writing and signed by the President or the



Secretary or by such other person or persons as the directors shall designate. Such notices shall state the purpose or purposes for which the meeting is called and the time and the place, which maybe within or without the Commonwealth, where it is to be held. A copy of such notice shall be either delivered personally to or shall be mailed, postage prepaid, to each stockholder of record entitled to vote at such meeting not less than ten nor more than sixty days before such meeting. If mailed, it shall be directed to a stockholder at his address as it appears upon the records of the corporation and upon such mailing of any such notice, the service thereof shall be complete and the time of the notice shall begin to run from the date upon which such notice is deposited in the mail for transmission to such stockholder. Personal delivery of any such notice to any officer of a corporation or association, or to any member of a partnership shall constitute delivery of such notice to such corporation, association or partnership. In the event of the transfer of stock after delivery of such notice of and prior to the holding of the meeting it shall not be necessary to deliver or mail notice of the meeting to the transferee.

Section 5. Business transacted at any special meeting of stockholders shall be limited to the purposes stated in the notice.

Section 6. The holders of a majority of the stock, issued and outstanding and entitled to vote thereat, present in person or represented by proxy, shall constitute a quorum at all meetings of the stockholders for the transaction of business except as otherwise provided by statute or by the Articles of Organization. If, however, such quorum shall not be present or represented at any meeting of the stockholders, the stockholders entitled to vote thereat, present in person or represented by proxy, shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present or represented. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified.

Section 7. When a quorum is present or represented at any meeting, the vote of the holders of a majority of the stock having voting power present in person or represented by proxy shall be sufficient to elect directors or to decide any question brought before such meeting, unless the question is one upon which by express provision of the statutes or of the Articles of Organization, a different vote is required in which case such express provision shall govern and control the decision of such question.

Section 8. Each stockholder of record of the corporation shall be entitled at each meeting of stockholders to one vote for each share of stock standing in his name on the books of the corporation. Upon the demand of any stockholder, the vote for directors and the vote upon any question before the meeting shall be by ballot.

Section 9. At any meeting of the stockholders any stockholder may be represented and vote by a proxy or proxies appointed by an instrument in writing. In the event that any such instrument in writing shall designate two or more persons to act as proxies, a majority of such persons present at the meeting, or, if only one shall be present, then that one shall have and may exercise all of the powers conferred by such written instrument upon all of the persons so designated unless the instrument shall otherwise provide. No proxy or power of attorney to

vote shall be used to vote at a meeting of the stockholders unless it shall have been filed with the secretary of the meeting when required by the inspectors of election. All questions regarding the qualification of voters, the validity of proxies and the acceptance or rejection of votes shall be decided by the inspectors of election who shall be appointed by the Board of Directors, or if not so appointed, then by the presiding officer of the meeting.

Section 10. Any action which may be taken by the vote of the stockholders at a meeting may be taken without a meeting if authorized by the written consent of stockholders holding at least a majority of the voting power, unless the provisions of the statutes or of the Articles of Organization require a greater proportion of voting power to authorize such action in which case such greater proportion of written consents shall be required.

### ARTICLE III DIRECTORS

Section 1. The business of the corporation shall be managed by its Board of Directors which may exercise all such powers of the corporation and do all such lawful acts and things as are not by statute or by the Articles of Organization or by these Bylaws directed or required to be exercised or done by the stockholders.

Section 2. The number of directors which shall constitute the whole board shall initially be one (1). The number of directors may from time to time be increased or decreased to not less than one nor more than seven (7) by action of the Board of Directors. The directors shall be elected at the annual meeting of the stockholders and except as provided in Section 2 of this Article, each director elected shall hold office until his successor is elected and qualified. Directors need not be stockholders.

Section 3. Vacancies in the Board of Directors including those caused by an increase in the number of Directors, may be filled by a majority of the remaining directors, though less than a quorum, or by a sole remaining director, and each director so elected shall hold office until his successor is elected at an annual or a special meeting of the stockholders. The holders of a two-thirds of the outstanding shares of stock entitled to vote may at any time peremptorily terminate the term of office of all or any of the directors by vote at a meeting called for such purpose or by a written statement filed with the secretary or, in his absence, with any other officer. Such removal shall be effective immediately, even if successors are not elected simultaneously and the vacancies on the Board of Directors resulting therefrom shall be filled only by the stockholders.

A vacancy or vacancies in the Board of Directors shall be deemed to exist in case of the death, resignation or removal of any directors, or if the authorized number of directors be increased, or if the stockholders fail at any annual or special meeting of stockholders at which any director or directors are elected to elect the full authorized number of directors to be voted for at that meeting.

The stockholders may elect a director or directors at any time to fill any vacancy or vacancies not filled by the directors. If the Board of Directors accepts the resignation of a

director tendered to take effect at a future time, the Board or the stockholders shall have power to elect a successor to take office when the resignation is to become effective.

No reduction of the authorized number of directors shall have the effect of removing any director prior to the expiration of his term of office.

#### ARTICLE IV MEETINGS OF THE BOARD OF DIRECTORS

Section 1. Regular meetings of the Board of Directors shall be held at any place within or without the Commonwealth or by written consent of all members of the Board. In the absence of such designation regular meetings shall be held at the registered office of the corporation. Special meetings of the Board may be held either at a place so designated or at the registered office.

Section 2. The first meeting of each newly elected Board of Directors shall be held immediately following the adjournment of the meeting of stockholders and at the place thereof. No notice of such meeting shall be necessary to the directors in order legally to constitute the meeting, provided a quorum be present. In the event such meeting is not so held, the meeting may be held at such time and place as shall be specified in a notice given as hereinafter provided for special meetings of the Board of Directors.

Section 3. Regular meetings of the Board of Directors may be held without call or notice at such time and at such place as shall from time to time be fixed and determined by the Board of Directors.

Section 4. Special meetings of the board of Directors may be called by the President. Written notice of the time and place of special meetings shall be delivered personally to each director, or sent to each director by mail or by other form of written communication, charges prepaid, addressed to him at his address as it is shown upon the records or is not readily ascertainable, at the place in which the meetings of the Directors are regularly held. In case such notice is mailed or telegraphed, it shall be deposited in the United States mail at least forty-eight (48) hours prior to the time of the holding of the meeting. In case such notice is delivered as above provided, it shall be so delivered at least twenty-four (24) hours prior to the time of the holding of the meeting. Such mailing, telegraphing or delivery as above provided shall be due, legal and personal notice to such director.

Section 5. Notice of the time and place of holding an adjourned meeting need not be given to the absent directors if the time and place be fixed at the meeting adjourned.

Section 6. The transactions of any meeting of the Board of Directors, however called and noticed or wherever held, shall be as valid as though had at a meeting duly held after regular call and notice, if a quorum be present, and if, either before or after the meeting, each of the directors not present signs a written waiver of notice, or a consent to holding such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 7. A majority of the authorized number of directors shall be necessary to constitute a quorum for the transaction of business, except to adjourn as hereinafter provided. Every act or decision done or made by a majority of the directors present at a meeting duly held at which a quorum is present shall be regarded as the act of the Board of Directors, unless a greater number be required by law, or by the Articles of Organization. Any action of a majority, although not at a regularly called meeting, and the record thereof, if assented to in writing by all of the other members of the Board shall be as valid and effective in all respects as if passed by the Board in regular meeting.

Section 8. A quorum of the directors may adjourn any directors meeting to meet again at a stated day and hour; provided, however, that in the absence of a quorum, a majority of the directors present at any directors meeting, either regular or special, may adjourn from time to time until the time fixed for the next regular meeting of the Board.

#### ARTICLE V COMMITTEES OF DIRECTORS

Section 1. The Board of Directors may, by resolution adopted by a majority of the whole Board, designate one or more committees of the Board of Directors, each committee to consist of two or more of the directors of the corporation which, to the extent provided in the resolution, shall have and may exercise the power of the Board of Directors in the management of the business and affairs of the corporation and may have power to authorize the seal of the corporation to be affixed to all papers which may require it. Such committee or committees shall have such name or names as may be determined from time to time by the Board of Directors. The members of any such committee present at any meeting and not disqualified from voting may, whether or not they constitute a quorum, unanimously appoint another member of the Board of Directors to act at the meeting in the place of any absent or disqualified member. At meetings of such committees, a majority of the members or alternate members shall constitute a quorum for the transaction of business, and the act of a majority of the members or alternate members at any meeting at which there is a quorum shall be the act of the committee.

Section 2. The committees shall keep regular minutes of their proceedings and report the same to the Board of Directors.

Section 3. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent thereto is signed by all members of the Board of Directors or of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board or committee.

#### ARTICLE VI COMPENSATION OF DIRECTORS

Section 1. The directors may be paid their expenses of attendance at each meeting of the

Board of Directors and may be paid a fixed sum for attendance at each meeting of the Board of Directors or a stated salary as director. No such payment shall preclude any director from serving the corporation in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like reimbursement and compensation for attending committee meetings.

## ARTICLE VII NOTICES

Section 1. Notices to directors and stockholders shall be in writing and delivered personally or mailed to the directors or stockholders at their addresses appearing on the books of the corporation. Notice by mail shall be deemed to be given at the time when the same shall be mailed. Notice to directors may also be given by telegram.

Section 2. Whenever all parties entitled to vote at any meeting, whether of directors or stockholders, consent, either by a writing on the records of the meeting or filed with the secretary, or by presence at such meeting and oral consent entered on the minutes, or by taking part in the deliberations at such meeting without objection, the doings of such meeting shall be as valid as if had at a meeting regularly called and noticed, and at such meeting any business may be transacted which is not excepted from the written consent or to the consideration of which no objection for want of notice is made at the time, and if any meeting be irregular for want of notice or of such consent, provided a quorum was present at such meeting, the proceedings of said meeting may be ratified and approved and rendered likewise valid and the irregularity or defect therein waived by a writing signed by all parties having the right to vote at such meeting; and such consent or approval of stockholders may be by proxy or attorney, but all such proxies and powers of attorney must be in writing.

Section 3. Whenever any notice whatever is required to be given under the provisions of the statutes, of the Articles of Organization or of these Bylaws, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## ARTICLE VIII OFFICERS

Section 1. The officers of the corporation shall be chosen by the Board of Directors and shall be a President, a Secretary and a Treasurer. Any person may hold two or more offices.

Section 2. The salaries and compensation of all officers of the corporation shall be fixed by the Board of Directors.

Section 3. The officers of the corporation shall hold office at the pleasure of the Board of Directors. Any officer elected or appointed by the Board of Directors may be removed at any time by the Board of Directors. Any vacancy occurring in any office of the corporation by death, resignation, removal or otherwise shall be filled by the Board of Directors.

Section 4. The President shall be the chief executive officer of the corporation and shall have active management of the business of the corporation. He shall execute on behalf of the corporation all instruments requiring such execution except to the extent the signing and execution thereof shall be expressly designated by the Board of Directors to some other officer or agent of the corporation.

Section 5. The Secretary shall act under the direction of the President. subject to the direction of the President he shall attend all meetings of the Board of Directors and all meetings of the stockholders and record the proceedings. He shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the stockholders and special meetings of the Board of Directors, and shall perform such other duties as may be prescribed by the President or the Board of Directors.

Section 6. The Treasurer shall act under the direction of the President. Subject to the direction of the President he shall have custody of the corporate funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the corporation and shall deposit all monies and other valuable effects in the name and to the credit of the corporation in such depositories as may be designated by the Board of Directors. He shall disburse the funds of the corporation as may be ordered by the President or the Board of Directors, taking proper vouchers for such disbursements, and shall render to the President and the Board of Directors, at its regular meetings, or when the Board of Directors so requires, an account of all his transactions as Treasurer and of the financial condition of the corporation.

Section 7. If required by the Board of Directors, he shall give the corporation a bond in such sum and with such surety or sureties as shall be satisfactory to the Board of Directors for the faithful performance of the duties of his office and for the restoration to the corporation, in case of his death, resignation, retirement or removal from office, of all books, papers, vouchers, money and other property of whatever kind in his possession or under his control belonging to the corporation.

#### ARTICLE IX CERTIFICATES OF STOCK

Section 1. Every stockholder shall be entitled to have a certificate signed by the President and the Treasurer, certifying the number of shares owned by him in the corporation. If the corporation shall be authorized to issue more than one class of stock or more than one series of any class, the designations, preferences and relative, participating, optional or other special rights of the various classes of stock or series thereof and the qualifications, limitations or restrictions of such rights, shall be set forth in full or summarized on the face or back of the certificate which the corporation shall issue to represent such stock.

Section 2. If a certificate is signed (a) by a transfer agent other than the corporation or its employees or (b) by a registrar other than the corporation or its employees, the signatures of the officers of the corporation may be facsimiles. In case any officer who has signed or whose

facsimile signature has been placed upon a certificate shall cease to be such officer before such certificate is issued, such certificate may be issued with the same effect as though the person had not ceased to be such officer. The seal of the corporation, or a facsimile thereof, may, but need not be, affixed to certificates of stock.

Section 3. The Board of Directors may direct a new certificate or certificates to be issued in place of any certificate or certificates therefore issued by the corporation alleged to have been lost or destroyed upon the making of an affidavit of that fact by the person claiming the certificate of stock to be lost or destroyed. When authorizing such issue of a new certificate or certificates, the Board of Directors may, in its discretion and as a condition precedent to the issuance thereof, require the owner of such lost or destroyed certificate or certificates, or his legal representative, to advertise the same in such manner as it shall require and/or give the corporation a bond in such sum as it may direct as indemnity against any claim that may be made against the corporation with respect to the certificate alleged to have been lost or destroyed.

Section 4. Upon surrender to the corporation or the transfer agent of the corporation of a certificate for share duly endorsed or accompanied by proper evidence of succession, assignment or authority to transfer, it shall be the duty of the corporation, if it is satisfied that all provisions of the laws and regulations applicable to the corporation regarding transfer and ownership of shares have been complied with, to issue a new certificate to the person entitled thereto, cancel the old certificate and record the transaction upon its books.

Section 5. The Board of Directors may fix in advance a date not exceeding sixty (60) days nor less than ten (10) days preceding the date of any meeting of stockholders, or the date for the payment of any dividend, or the date for the allotment of rights, or the date when any change or conversion or exchange of capital stock shall go into effect, or a date in connection with obtaining the consent of stockholders for any purpose, as a record date for the determination of the stockholders entitled to notice of and to vote at any such meeting, and any adjournment thereof, or entitled to receive payment of any such dividend, or to give such consent, and in such case, such stockholders, and only such stockholders as shall be stockholders of record on the date so fixed, shall be entitled to notice of and to vote at such meeting, or any adjournment thereof, or to receive payment of such dividend, or to receive such allotment of rights, or to exercise such rights, or to give such consent, as the case may be, notwithstanding any transfer of any stock on the books of the corporation after any such record date fixed as aforesaid.

Section 6. The corporation shall be entitled to recognize the person registered on its books as the owner of shares to be the exclusive owner for all purposes including voting and dividends, and the corporation shall not be bound to recognize any equitable or other claim to or interest in such share or shares on the part of any other person, whether or not it shall have express or other notice thereof, except as otherwise provided by the laws of Massachusetts.

#### ARTICLE X GENERAL PROVISIONS

Section 1. Dividends upon the capital stock of the corporation, subject to the provisions of the Articles of Organization, if any, may be declared by the Board of Directors at any regular or special meeting, pursuant to law. Dividends may be paid in cash, in property or in shares of the capital stock, subject to the provisions of the Articles of Organization.

Section 2. Before payment of any dividend, there may be set aside out of any funds of the corporation available for dividends such sum or sums as the directors from time to time, in their absolute discretion, think proper as a reserve or reserves to meet contingencies, or for equalizing dividends or for repairing or maintaining any property of the corporation or for such other purpose as the directors shall think conducive to the interest of the corporation, and the directors may modify or abolish any such reserve in the manner in which it was created.

Section 3. All checks or demands for money and notes of the corporation shall be signed by such officer or officers or such other person or persons as the Board of Directors may from time to time designate.

Section 4. The fiscal year of the corporation shall end March 31 of each year unless fixed otherwise by resolution of the Board of Directors.

Section 5. The corporation may or may not have a corporate seal, as may from time to time be determined by resolution of the Board of Directors. If a corporate seal is adopted, it shall have inscribed thereon the name of the corporation and the words "Corporate Seal" and "Massachusetts." The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

#### ARTICLE XI INDEMNIFICATION

Every person who was or is a party or is threatened to be made a party to or is involved in any action, suitor proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or a person of whom he is the legal representative is or was a director or officer of the corporation or is or was serving at the request of the corporation or for its benefit as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise, shall be indemnified and held harmless to the fullest extent legally permissible under the law of the Commonwealth of Massachusetts from time to time against all expenses, liability and loss (including attorneys' fees, judgments, fines and amounts paid or to be paid in settlement) reasonably incurred or suffered by him in connection therewith. The expenses of officers and directors incurred in defending a civil or criminal action, suit or proceeding must be paid by the corporation as they are incurred and in advance of the final disposition of the action, suit or proceeding upon receipt of an undertaking by or on behalf of the director or officer to repay the amount if it is ultimately determined by a court of competent jurisdiction that he is not entitled to be indemnified by the corporation. Such right of indemnification shall be a contract right which may be enforced in any manner desired by such person. Such right of indemnification shall not be exclusive of any other right which such directors, officers or representatives may have or hereafter acquire and, without limiting the generality of such statement, they shall be entitled to their respective rights of indemnification



under any bylaw, agreement, vote of stockholders, provision of law or otherwise, as well as their rights under this Article.

The Board of Directors may cause the corporation to purchase and maintain insurance on behalf of any person who is or was a director or officer of the corporation or is or was serving at the request of the corporation as a director or officer of another corporation, or as its representative in a partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred in any such capacity or arising out of such status, whether or not the corporation would have the power to indemnify such person.

The Board of Directors may from time to time adopt further Bylaws with respect to indemnification and may amend these and such Bylaws to provide at all times the fullest indemnification permitted by the law of the Commonwealth of Massachusetts.

## ARTICLE XII AMENDMENTS

Section 1. The Bylaws may be amended by a majority vote of all the stock issued and outstanding and entitled to vote at any annual or special meeting of the stockholders, provided notice of intention to amend shall have been contained in the notice of the meeting.

Section 2. The Board of Directors by a majority vote of the whole Board at any meeting may amend these bylaws, including Bylaws adopted by the stockholders, but the stockholders may from time to time specify particular provisions of the Bylaws which shall not be amended by the Board of Directors.

###

APPROVED AND ADOPTED  
September 12, 2022.

  
Owner/Manager

Carl Nickerson  
Manager  
Motah 420 LLC d/b/a Motah

I attest that our legal name Motah 420 LLC will not be used for branding purposes. The branding name will be its DBA name: "**Motah**," in compliance with 935 CMR 500.105(4)(a)(1) "*A Marijuana Establishment may develop a **Brand Name***"

Motah is the "brand name." Motah 420 LLC is the legal name. Branding and operations of Motah will comply with 935 CMR 500.000. All areas listing Motah 420 LLC in the application refer to legal name. And any areas with Motah 420 LLC d/b/a Motah refer to its brand name.

*Carl Nickerson*

Carl Nickerson 12/12/22



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



MOTAH 420, LLC  
128 CRANE ST  
DEDHAM MA 02026-3843

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

The Commissioner of Revenue certifies that, as of the date of this certificate, MOTAH 420, 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, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### *Visit us online!*

Visit [mass.gov/dor](https://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

# MOTAH 420 LLC

## Plan for Obtaining Liability Insurance

### Overview

We are in discussions with insurance providers and will engage with the provider who best suits the needs of the company once we receive a Provisional License.

1. Once the company receives its Provisional Marijuana Establishment License, we will engage with an insurance provider who is experienced in the legal marijuana industry.
  - a. The company will obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, except as provided in 935 CMR 500.105(10)(b) or otherwise approved by the Commission.
  - b. The deductible for each policy will be no higher than \$5,000 per occurrence and will be activated by an insurer before being granted a final license by the Commission.
2. The company will maintain reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission and make these reports available to the Commission upon request.

## **Introduction**

Motah 420, LLC, DBA "Motah" is a shining example of Social Equity in Massachusetts. From the streets of *Boston* to the world of finance, our founder resiliently rose above the turbulence of the neighborhood applying the many lessons learned to earn his Series 6, 63 & 65 licenses while cultivating fiduciary client relationships mutually beneficial to all.

Motah's mission is accomplished by being an exemplary model for social equity as diverse citizens and successful business owners. With real world experience, preeminent knowledge of the plant, and state-of-the-art cultivation and processes, we look to bring the best effective product to the boutique cannabis market. Motah's mentoring spirit is to expand the social equity community ensuring our equal share of the economic opportunities and employment.

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

Our company has prepared the following business and operational plan to demonstrate the ability to successfully operate a Marijuana cultivation/product manufacturer facility on a long-term basis. The business plan, therefore, emphasizes the cultivation, production, maintenance, and distribution of a consistent and uninterrupted supply of cannabis. In addition, the business and operational plans have been scaled to meet the projected market demand as anticipated by the State of Massachusetts.

Our company's business plan includes Standard Operating Procedures (SOPs) and facility design standards that are drawn from current industry Best Management Practices (BMPs). By adopting these standards, we can ensure that the proposed Marijuana cultivation/product manufacturer facility meets or exceeds the production benchmarks required to meet the demand of the recreational cannabis market in the State of Massachusetts. The business plan adopts operational methods that are proven effective in the cannabis industry and are fully compliant with the Adult Use of Marijuana Regulation 935 CMR: 500. All SOPs and material standards for construction are compliant with current ATSM and ISO standards.

## **Market Opportunities**

According to the report by Arcview Market Research and BDS Analytics: "The Road Map to a ~~\$57 Billion Worldwide Market~~"<sup>1</sup>, spending on legal cannabis worldwide is expected to hit \$57

<sup>1</sup><https://arcviewgroup.com/research/reports/>

billion by 2027. The recreational cannabis market will cover about 67% of the spending while medical cannabis will take up the remaining 33%.

The North America legal cannabis market amounted to \$12 billion in 2018, growing by 30 percent on the year. The largest market was the United States, which totaled \$10.4 billion. It was followed by Canada with \$1.6 billion. Analysts predict the overall cannabis market for legal adult-use and medical sales in North America to reach \$24.5 billion by 2021 with the compound annual growth rate (CAGR) to almost 28%.

Over 60% of the U.S. population now lives in states and territories that have legalized some form of cannabis use and sales.

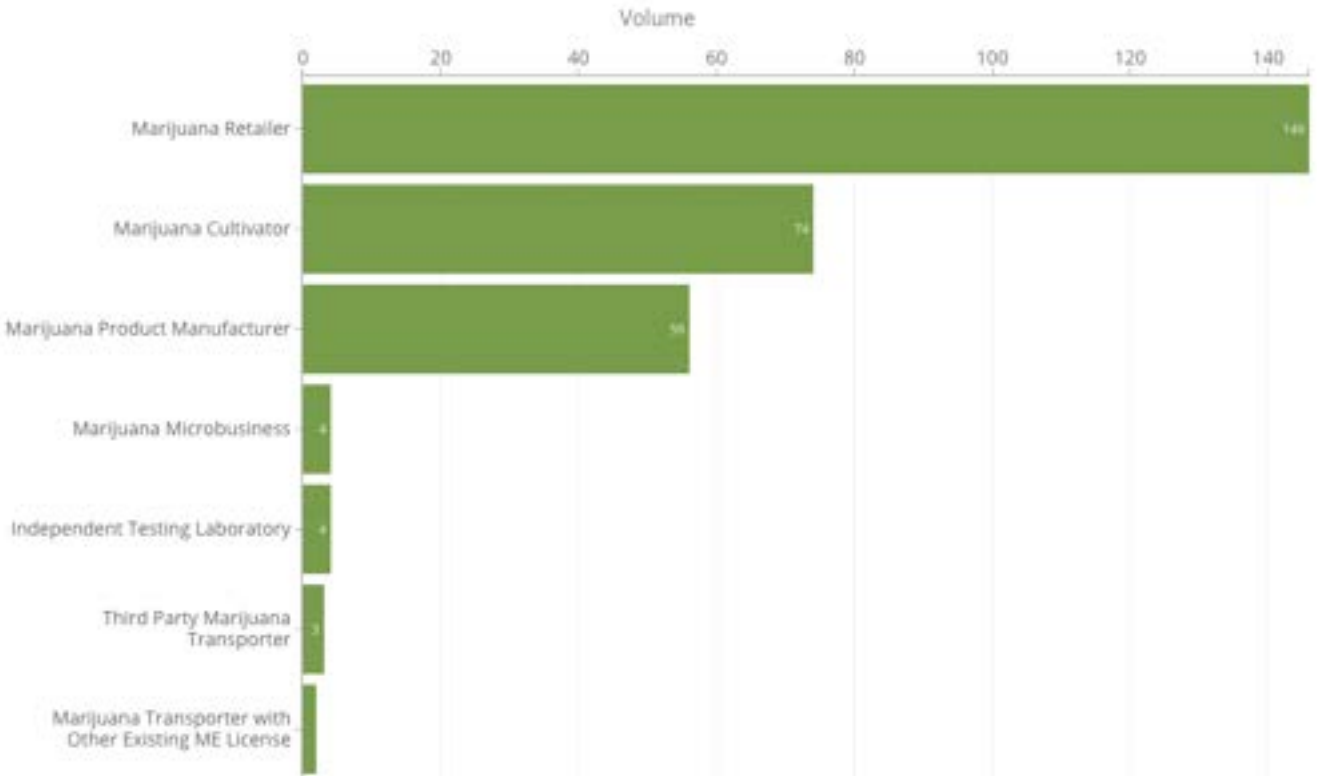
#### Commonwealth of Massachusetts

In 2008, the Commonwealth of Massachusetts followed the national trend to begin the decriminalization process for legal cannabis following with legalized medical cannabis in 2012. The possession and use of cannabis became legal in the Commonwealth for adults over 21 years old on December 15, 2016. The Commission filed final regulations on March 9, 2018.

#### Existing Market

As of May 2021, the Commission has issued the following licenses:

- 12 - Tier 1 cultivators
- 10 - Tier 2 cultivators
- 6 - Tier 3 cultivators
- 6 - Tier 4 cultivators
- 6 - Tier 5 cultivators
- 3 - Tier 6 cultivators
- 1 - Tier 7 cultivator
- 1 - Tier 8 cultivator
- 1 - Tier 9 cultivator
- 1 - Tier 10 cultivator
- 3 - Tier 11 cultivators



**Basic Information: Population**

- The Commonwealth of Massachusetts has a population of approximately 7-million residents.
- Currently, approximately less than 2% of the overall population in MA is registered with the Cannabis Control Commission for eligible purchase or receipt of a medical marijuana certificate.
- This number is anticipated to reach 94,000 by the end of the fiscal year 2022.

**Market Assumptions:**

- It is projected the combined medical and adult-use cannabis market in Massachusetts will be valued at approximately \$1.14 Billion (BDS Analytics) to \$2 Billion (Marijuana Business Daily) once fully mature.
- A conservative adoption rate of one percent has been used to establish medical patient population in Boston.
- A conservative adoption rate of four percent has been used to establish recreational purchaser population in Boston.
- Consumption rates have been assumed at:

- 0.35 grams of dry flower consumed per patient/purchaser each day.
- 100 milligrams of concentrate consumed per patient/purchaser each day.
- Average cost of flower is set at \$400 per ounce, or \$50 per eighth (conservative: below current market – may take years to reach this point).
- Massachusetts Wholesale Cannabis prices are between \$2500 and \$4000 per pound according to the most recent data from Marijuana Business Daily’s Cultivation Snapshot 2020. We assume a conservative \$3000 per pound for our data.
- Average cost of concentrate is set at \$25 per gram (conservative: below current market).

### **Raw Material Projections**

We expect a 2:1 ratio of cannabis flower to cannabis trim byproduct. At roughly 2,000 lbs. of cannabis flower per year, this will result in roughly 1,000 lbs. of trim byproduct per year to be used as raw material or pre-rolls. A 25-gallon ethanol extractor, for example the Eden Coldfinger, extracts approximately 110 pounds per 8-hour shift. While a hydrocarbon extractor, for example, the Luna Technologies I/O, extracts approximately 100 lbs. per 8-hour shift, whereas the Eden Labs Hi-Flo Pro 20 Liter CO<sub>2</sub> extractor extracts approximately 10 pounds per 8-hour shift. Thus, our projected maximum raw material input based on an 8-hour workday is approximately 210 pounds per day. At seven days a week and 52 weeks annually, the total amount would be 76,440 pounds per year. This assumes full extraction capacity, which may take time to occur as we turn from lower cost pre-rolls to build out our extraction laboratory.



## *Yield Projections*

- **Rosin Press:** Type of feedstock, quality, and strain will greatly influence yield for rosin. High quality cannabis flower will yield approximately 25 to 30% by weight. Kief will yield approximately 40 to 50%, and ice-water hash will yield roughly 50 to 60% by weight.

### **The Perpetual Harvest System**

We have created assumptions based on the estimated costs to move through one cycle of the perpetual harvest system at full operational scale in Year 2. What is the perpetual harvest system? Quite simply it is the best way to harvest a steady, uninterrupted supply of cannabis that is high quality, on a consistent basis, at least according to cultivation expert Kenneth Morrow.<sup>2</sup> The perpetual harvest system produces such regular consistent product quality because of the highly controlled approach to manufacture the cannabis plant for predictable harvests like clockwork. Our team will design the facility and its operations in consideration of implementing the perpetual harvest system and its symbiotic rotation from clone to veg to flower rooms.

### **Operational Benchmarks**

The cost required to produce one unit, a single pound of cannabis, will vary significantly from Year 1 of Operation to Year 2 of Operation based on the capital injection and sunk cost required to (construct/renovate) facility, onboard staff, and procure equipment. Our goal is to achieve 6 cycles, or turns per flowering room, of the perpetual harvest system per year, with approximately 26 harvests (every two weeks). This assumes a flowering period of 60 days, which is about the average with some cultivars taking a little less, and others taking a little more time to ripen for harvest. Using the conservative estimate of 2,640 lbs. per year for the facility and dividing by 26 perpetual harvests, we expect to be able to produce 110 lbs. per harvest, or approximately 220 pounds a month; we shall use this benchmark and divide it by our Variable and Fixed Costs to determine our Unit Cost of Production. Using these assumptions and the Year 2 model of variable and fixed costs we have outlined the following expense categories and dollar amount anticipated as costs required to produce one pound of cannabis:

#### **Flower: Variable Costs (per pound):**

Direct Labor: \$150  
Grow Supplies: \$45  
Packaging: \$68  
Testing: \$74  
Taxes: \$215.25

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<sup>2</sup> <https://www.cannabisbusinesstimes.com/article/your-guide-to-the-perpetual-harvest/>

**Flower: Fixed Costs:**

Indirect Labor: \$43,934.80 annually

Using the formula: Variable Costs + Fixed Costs / Total Units Produced = Unit Cost of Production, we project:

**\$552.25 + \$43,934.80 / (220lbs. per month) = ~\$751.95 to produce 1 lb of high-quality cannabis**

**Extraction: Variable Costs (per gram):**

Extraction supplies: \$4

Taxes: \$1.17

**Extraction: Fixed Costs:**

Direct Labor: \$12,713.69

Using the formula: Variable Costs + Fixed Costs / Total Units Produced = Unit Cost of Production, we project:

**\$5.17 + \$12,713.69 / (4,994 grams per month) = ~\$7.79 to produce gram lb of high-quality cannabis extract**

We shall use the conservative Unit Cost of Production of \$751.95 per lb. to measure its expenditures and capacity to break even at various points throughout the production cycle. We shall aim to reduce the unit cost of production over time by streamlining the cultivation process to achieve optimal efficiency to eventually reduce this cost to under \$700 per lb. of high-quality cannabis as our operations are updated over time with even more energy efficient equipment and fixtures.

We have defined full operation as the ability to sell at least 80% of a given crop while maintaining a consistent supply of clones for subsequent rounds of the perpetual harvest system for a steady, uninterrupted supply of cannabis.

**Proposed Products to be Offered by our Company**

We will carry a diverse array of raw flower that range from powerful, sedating strains to uplifting strains, and all profiles in between based on the latest scientific data. We shall maintain a varying genetic profile based on the need of the Massachusetts population and shall cultivate a diverse array of strains that range across a broad spectrum of cannabinoid presence and terpene availability. We will create our own genetics from the fundamental strains we provide below. We strive to incorporate as many of the strains of raw flower that have been identified as desirable and effective in the Massachusetts cannabis market and maintain a targeted approach to incorporating new strains into its profile. We carefully select our offerings with the end product in mind because cannabis that is good for extraction may be different than that with exceptional “bag appeal.”

We also will preserve the landrace legacy and help Massachusetts establish its own *terroir*, or appellation, and discover the genetics of the plant that has been sold in the state – in an unregulated market – for decades. We will also work to establish the new genetic footprint of Massachusetts’ legitimate cannabis industry with popular strains as colors for us to paint our botanical arts. They include, but are not limited to:

### **Blueberry Muffin**

**Flowering Period:** 50-55 days

**Genetic Description:** Original Blueberry x Manatuskan Mist x Oregon Grape x Purple Haze

**Notable Genetic Characteristics:** Phenotype of Blueberry said to be DJ Shortz Blueberry

**Average THC Content:** 14-24%

**Other Relevant Cannabinoid Content:** <1% CBD

**Terpene Profile:**  $\beta$  Carophyllene, Bisabolol, Myrcene

**Flower Characteristics:** Small flowers reminiscent of parent Purple Haze's structure

**Harvest Difficulty Level:** Easy

**Additional Notes:** Average 50-day flowering period allows for streamlined cultivation process and more crops per year

### **Mango Sherbert**

**Flowering Period:** 50-55 days

**Genetic Description:** Humboldt Sherbert x Mango Trees

**Notable Genetic Characteristics:** Parents of Mango Trees includes Jack Herer and Humboldt OG

**Average THC Content:** 24-28%

**Other Relevant Cannabinoid Content:** <1% CBD

**Terpene Profile:** Myrcene, Limonene, Bisabolol

**Flower Characteristics:** Sea green pigmentation in large, conical, symmetrical flowers

**Harvest Difficulty Level:** Difficult

**Additional Notes:** Strains with Sherbert lineage tend to have extremely high resin content, great for extraction by other licensees

### **Purple Mountain Majesty**

**Flowering Period:** 55-60 days

**Genetic Description:** Purple Trainwreck x Blueberry Muffin

**Notable Genetic Characteristics:** Parent Blueberry Muffin incites strength and plant vigor

**Average THC Content:** 23-26%

**Other Relevant Cannabinoid Content:** <1% CBD

**Terpene Profile:** Myrcene, Pinene, Limonene

**Flower Characteristics:** Resemble parent Blueberry Muffin Flowers with more mass from Purple Trainwreck parent

**Harvest Difficulty Level:** Medium

**Additional Notes:** Resistant to powdery mildew and flower rot

### **Do Si Do**

**Flowering Period:** 60-70 Days

**Genetic Description:** OG Kush Breath x Face Off OG x Girl Scout Cookies

**Notable Genetic Characteristics:** OG Kush parent

**Average THC Content:** 18-22%

**Other Relevant Cannabinoid Content:** <1% CBD

**Terpene Profile:**  $\beta$  Carophyllene, Linalool, Limonene

**Genetic Description:** Zkittlez x Long Valley Reserve

**Notable Genetic Characteristics:** Parent of Long Valley Reserve includes Royal Kush

**Average THC Content:** 22-26%

**Other Relevant Cannabinoid Content:** <1% CBD

**Terpene Profile:** Linalool, Bisabolol, Pinene

**Flower Characteristics:** High trichome density, symmetrical conical structure

**Harvest Difficulty Level:** Gains deep, purple pigmentation from Royal Kush-related parent with smaller size and structure from parent Zkittlez

**Additional Notes:** Known to alleviate pain without compromising cognition

### Harle-Tsu

**Flowering Period:** 55-60 days

**Genetic Description:** Harlequin x Sour Tsunami

**Notable Genetic Characteristics:** Parent Harlequin one of the oldest known CBD strains

**Average THC Content:** 5-6%

**Other Relevant Cannabinoid Content:** 8-11% CBD

**Terpene Profile:** Myrcene, Terpinolene, Pinene

**Flower Characteristics:** Long thin flowers that accrue lots of dense leaf matter

**Harvest Difficulty Level:** Hard

**Additional Notes:** 1:2 THC:CBD ratio facilitates maximum cannabinoid receptor function

### Pennywise

**Flowering Period:** 55-60 days

**Genetic Description:** Harlequin x Jack The Ripper

**Notable Genetic Characteristics:** Jack Herer and various Haze parents

**Average THC Content:** 5-8%

**Other Relevant Cannabinoid Content:** 6-8% CBD

**Terpene Profile:** Myrcene, Terpinolene, Pinene

**Flower Characteristics:** Jack Herer Parent results in large, conical flowers with purple tipped leaf matter

**Harvest Difficulty Level:** Easy

**Additional Notes:** 1:1 THC:CBD ratio facilitates maximum cannabinoid receptor function

## **Cannabis Flower Quantities and Pricing**

For cannabis that is being sold directly to dispensing organizations, we will offer packages in increments of 3.5 grams (1/8 ounce) or 7 grams (1/4 ounce). For cannabis and cannabis byproducts that are being sold to licensed cultivation centers or infuser organizations, we will offer cannabis in increments of 1 pound (lb.). We will never provide packaged cannabis that encourages the exceeding of purchase limits for both Massachusetts and non-Massachusetts residents.

We will incorporate data from the Cannabis Benchmarks U.S. Spot Index on a regular basis as a framework for all pricing decisions.

### Solventless Cannabis Concentrates

Solventless concentrates are designed to extract cannabinoids and terpenes from plant materials using only physical forces like heat, pressure and agitation. In this extraction process water, which is normally a solvent, acts as an agitator to immerse plant material and extract cannabinoids. Just like solvent concentrates, there is a need to purge solventless concentrates in a Pharmaceutical freeze dryer to remove all the excess water, to eliminate the possibility of mold, mildew, or

microbiological growth that could end up as potentially harmful to the consumer. Solventless concentrates are known to be more environmentally friendly and can maximize yield ratios based on input of raw material. Our staff has over 40 years combined experience in solventless extracts. We have extensive knowledge making and providing a clean product for consumers.

### **Ice-Water Hash**

Ice-Water hash is a solventless concentrate made using ice, water, and a series of different sized fine micron bags to filter out plant material and other waste. High-quality ice-water hash should, depending on star grade, melt when heat is applied. Full-melt (see below) can be dabbed and vaporized completely without leaving behind residual combusted plant matter; half-melt (3\*-5\*) contains traces of plant matter and will not vaporize fully (ideally used as a bowl-topper or inside of a joint); and cooking grade hash (1\*-2\*) is even more contaminated and will not melt efficiently. Full-melt ice-water hash requires proper equipment and quality plant material to produce.

### **Rosin**

This solventless concentrate involves the use of low heat and high pressure to isolate cannabinoid-rich oils from flower trichomes to create a solid form of resin and is potentially the easiest and safest form of extraction. Rosin is one of few concentrates that directly reflects the quality of raw material used; without clean, high-quality starting material, it is impossible to make high-quality rosin. Rosin can be produced using whole dry sift, kief, or ice water hash, depending on the producers' goals.

### **Solvent Cannabis Concentrates**

Solvent concentrates use various solvents such as butane or propane (hydrocarbon), ethanol, or supercritical/subcritical carbon dioxide at various temperatures and pressure parameters to extract high concentrations of cannabinoid and terpene profiles on a molecular level. While solvent concentrates require more input material and space to carry out a full extraction cycle, the results of solvent concentrates are wide-ranging and can form targeted, specialized products based on extraction method and raw material profile. Our staff has over 20 years of combined knowledge and experience in making these solvent based extracts. We pride ourselves in having provided clean medicinal quality extracts, especially RSO, to patients and consumers which has substantially improved the lives of hundreds of people.

- **Shatter** Shatter is made by immersing plant material in a volatile solvent and placing it under immense pressure in a closed-loop system. The resulting "slurry" is collected and placed into a vacuum oven for solvent purging. After intermittently exposing the slurry to oxygenated air, the concentrate starts to take shape and slowly spreads across the cooling surface as evaporation continues. Winterization can be incorporated to separate crucial lipids from other compounds in the concentrate. Depending on consumer demand, we may manipulate the shatter into different substances such as sugar, which is more crystalline in appearance, or budder, which is more homogenized and peanut butter consistency. Consumers may have a preference for one type of consistency over the other, even though there is no difference in purity level. The only noticeable differences are in appearance, packaging, and how the product is handled. Shatter ranges in color from light to dark amber and can account for high terpene concentrations.

- **Distillate** Distillates use processes such as fractional distillation to heat and vaporize cannabinoids within raw flower or other plant material, consolidating this cannabinoid-rich vapor into a beaker for eventual collection. This process is then repeated numerous times to create pure cannabinoids without additional plant matter or residual solvent. A process called short path distillation is used to accelerate the process of separating and collecting cannabinoids from plant material to create a clear final product while maintaining relatively no terpene content; terpenes have the potential to be lost during the extraction process due to the amount of excessively high temperatures. However, producers can re-introduce terpenes back into distillate during the post-extraction process to create customized and specially branded flavors.
- **Live Resin** Live resin is made with fresh frozen plant material, thus the moniker "live." By using fresh frozen, preserved plant material, the finished product is able to maintain intensive terpene and cannabinoid profiles that display the qualities of the live plant. Live resin is known for its resemblance to the scent and taste of the living plant.
- **Sauce** Full spectrum extracts, commonly referred to as "sauce," are a concentrate preparation comprising of THCA crystalline and high terpene extracts. Full spectrum extracts and sauce offer consumers a combination of high cannabinoid content and terpenes.
- **Full Spectrum Oil** Full Spectrum Oil, also known as RSO, is a decarboxylated concentrate extract that is consumed orally. Full Spectrum Oil involves the use of a hydrocarbon-based solvent to remove cannabinoid-rich resin from whole plant tissues, resulting in dark, viscous products with THC concentrations upwards of 90% and a full spectrum of other rare cannabinoids like THCV, CBG and others. Full Spectrum Oil has been historically used for medicinal purposes.

## **Cannabis Infused Products**

### **Edibles**

Edible products are drastically increasing in popularity, as ingestion is more physiologically sound than inhalation after combustion. Ingestion as a delivery method also lends itself better to newer users of cannabis, especially the elderly who may be completely against combustion after a lifetime of no smoking. Manufacturers and infusers are becoming more and more innovative with respect to edible products, and each day they are developing new products that are essentially identical to their counterparts on the shelves of grocery stores. Edibles include products such as gummies, hard candies, baked goods, drinks, snacks, or other conventional food products that have been infused.

### **Tinctures/Sublinguals/Ingestibles**

Cannabis tinctures use a cannabinoid soluble liquid solution such as olive oil, vegetable glycerin, or alcohol as a carrier for extracted cannabinoids and terpenes. The cannabis liquid tincture contains high levels of desired cannabinoid ratios. Cannabis tinctures are usually taken by placing a few drops of the highly concentrated liquid under the user's tongue. They have become a popular alternative to smoking and are widely used by medicinal cannabis users who do not wish to smoke the product. Tinctures are rapidly absorbed by the body and work quickly. Most users rapidly feel the effects and the high tends to last for an extended time frame.

### **Benefits of Indoor Cultivation**

Due to the lack of substantially long periods of warm weather and harsh winters of the Massachusetts climate, indoor cannabis cultivation will be the only truly feasible cultivation method available. Consequently, we will be able to take advantage of the wide-ranging benefits that indoor cannabis cultivation offers as reflected by their inventory of raw flower. Some key benefits of indoor cannabis cultivation include the following:

- The ability to perfectly tailor growing conditions and create a stable internal environment for plants to thrive
- No exposure to potential natural contaminants such as dust or pollen
- Decreased probability of pest infestation and disease

Additionally, indoor cannabis cultivation offers the capability to manipulate light cycles, resulting in shorter plant life cycles and creating a perpetual harvest schedule of multiple rolling harvests per year. With every licensed adult use cultivation center maintaining this capability, we expect to see a reliable, consistent supply of raw flower compared to a market that included raw flower produced with cultivation methods like outdoor and light deprivation.

### **Financial Feasibility**

#### **Sources of Equity and Debt Commitment**

Our team is looking to secure conditional commitments from private and public investors through equity contributions to adequately capitalize our facility's operations. These equity commitments leave more than enough free cash for twelve months of operations during our initial crop harvests and for fine tuning the facility's operations to maximum efficiency of the Perpetual Harvest System.

We have broken down and described our sources of equity and debt graphically in the table below:

<b>Sources of equity</b>	<b>Amount</b>	<b>Equity</b>
Investors	\$5 million	25%

<b>USAGE</b>	<b>Amount</b>	<b>COMPANY</b>
Liquid Cooled LED's	\$417,000	Adaptiiv Grow Technologies
GSD-30 w/Horizontal Configuration	\$307,500	Adaptiiv Grow Technologies
System Automation & Management	\$200,000	Adaptiiv Grow Technologies
Design & Engineering	\$50,000	Adaptiiv Grow Technologies
Chiller Plants	\$270,000	Adaptiiv Grow Technologies
Labor, installation, materials	\$2,755,000	Adaptiiv Grow Technologies
Major Cultivation Equipment		
Permitting, Engineering, Etc.		

**Real Estate Capital Analysis**

Oftentimes in the cannabis industry, obtaining financing is a tricky situation, and so is tax liability. Therefore, many operators decide to form a real estate holding company that leases back to the license holder the cultivation facility. Upon the award of such license, and after analysis and inquiry with our financial and professional advisors, we may decide to form a real estate holding company to hold title to the real estate and enter a long-term lease with our cannabis company that holds the license. This arrangement may allow for us to be more able to access credit as financial institutions are still very hesitant to lend to a cannabis license holder but may lend to a commercial real estate landlord. The SAFE Banking Act has stalled in the Senate, and the 2020 Presidential election will probably forestall any federal guidance on cannabis banking. Therefore, we believe that creating a real estate holding company may provide us with additional flexibility in our general operations.

With an equity investment, we will be adequately capitalized to fulfill the financial feasibility of our cannabis venture. Whether we decide to take title to a related real estate holding company or not, we will be ready to break ground on our project immediately injection of needed capital.



## **Proforma Assumption Foundations**

We wanted realistic numbers in our proformas to provide the most complete and detailed description about the amount and source of the equity and debt commitment and our financial feasibility. Therefore, we went above and beyond and reached out to the leading accounting and financial firms in the cannabis industry. We then prepared our numbers in cooperation with a leading accounting firm in the cannabis industry. This firm has over 400 cannabis only clients and has done hundreds of other similar proformas for other cannabis cultivators across the country. We used their industry average benchmarks in determining our costs and revenues. We will not rush bringing our extraction services online before our business is ready and left it up in the air as to exactly when we move into extractions so that we can perfect our perpetual harvest method to meet and exceed the expectations of the State for delivering a regular supply of high-quality cannabis to adults in Massachusetts.

Our Proforma assumes renting the facility after our company pays for a substantial build out for the cultivation and related equipment that our Marijuana facility need to create high-quality cannabis on a consistent and regular basis. We used market averages and vendor quotes when modeling our startup costs that we received from our industry leading accountant and financial firm. Our projections may change depending on our decision regarding holding the real estate as a company asset, or by making a related holding company to have title to the real estate.

We assumed a buildout cost of price per square foot of the industry average of \$150.00 for our 5,000 square foot flowering canopy. We assumed twenty-two (10-15) employees for all the positions that our Marijuana facility will require to be fully operational, including extraction and security, and our salaried board members. We currently provide for our trimmers to be contract employees and do not count them toward our employees' total but do provide for their expense.

## **Proforma Tables, Charts and Graphs**

### ***Chart of Assumptions***

<b>FS Line Item</b>	<b>Assumption</b>	<b>Support</b>
Revenue	Flower Yield	40 grams per square foot based on the market average
Revenue	Flower Price	\$3,000 per pound based on market average
Revenue	Trim yield	50% of flower based on the market average
Revenue	Trim price	\$150 per pound based on the market average
Revenue	Extract yield	10% of trim weight based on the market average
Revenue	Extract price	\$25 per gram based on the market average
Grow Supplies	Cost per flower pound	\$45 per each pound of flower based on the market average
Packaging Materials	Cost per flower pound	\$68 based on market research
Lab testing	Batch size	10 pounds based on the lab quote
Lab testing	Lab fee	\$740 each test based on lab quote
Payroll	Wages and salaries	\$X Based on state averages
Workers Compensation	Percent from payroll	1% based on the industry average
Trimming Labor	Hourly rate	\$15 based on industry average

Trimming Labor	Hours per pound of flower	10 hours based on industry average
Cannabis Taxes	Rate on Revenue	3% local and 10.75% state based on current regulations
Sales Taxes	Rate on Revenue	6.25% MA State Sales tax on sales
Security	Monthly fee	\$100 based on vendor quote
Rent	Monthly	\$15,000 first year based on contract (\$10.75 triple net x 16,500 sq ft)
Electricity	Rate per pound	\$77 based on industry average
Other utilities	Monthly rate	\$683 based on local average
Cleaning, Repairs and Maintenance	Percent from sq ft	\$0.02 per sq ft based on industry average
General Insurance	Monthly fee	\$600 based on provider quote
Internet	Monthly fee	\$150 based on provider rates
Compliance software	Implementation charge	\$1500 based on vendor quote
Compliance software	Monthly fee	\$500 based on vendor quote
Storage and transportation	Monthly expense	\$3,570 based on industry average
Marketing Expense	Monthly expense	\$2,712 based on vendor quote
Real Estate Taxes	Monthly expense	\$1,282 based on property assessment
Distributions for taxes	State personal tax rate	5.25%, based on state average
Distributions for taxes	Federal personal tax rate	33%, based on nation average
Security Deposit	One time deposit	\$15,000 bases on rental agreement
Equipment	Growing Equipment, total value	\$1,244,500 based on GS Thermal quote
Equipment	Extraction Equipment, total value	\$2,755,500 based on GS Thermal estimate
Leasehold Improvements	Build out cost estimate	\$4,000,000 total includes grow and extraction equipment

## Revenues

Revenues consist of three streams:

- Flower revenues
- Trim revenues
- Extraction/Concentrates revenues

Flower revenues are developed based on expected yields, capacity, build out timeline, and price per pound.

Expected yields have been expressed in both terms of grams of flower yielded per square foot and pounds of flower yielded per light. We would expect our yield per light to average around 1.5-2.50 pounds per light. The expected yield translates into 40 grams per square foot of canopy space. Based on *Annual MJ Business Factbook*, we noted that indoor cultivators generally yield 20-60 grams of flower per square foot of canopy space. We further validated the range by directly sourcing data from 36 indoor grows. We noted that our expected yield of 40 grams per

square foot falls in the middle of the range of 20 to 60 grams per square foot of canopy and thus appears reasonable.

Our capacity is 5,000 square feet of canopy space and is based on the State of Massachusetts licensing requirements. By dividing the space into multiple grow rooms, we plan to run a perpetual yield system, thus yielding flower each month. Given the square footage and expected gram per square foot yield, we expect to yield at least 220 pounds each month. We would expect to complete our build out and become fully operational within six months from the granting of the license. Assuming we receive license in July 2022, we would expect to start planting seeds & propagating in December 2022. As indicated above, we would stagger our planting so that we are effectively yielding flower each month. We would expect the first harvest to occur in April 2021, which would be 3 months from moving the plants into flowering phase. From that point onwards we would be on average effectively yielding 220 pounds each month. The following chart outlines the timeline for revenue generation:

	Year 1						Year 2							
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	
Room 1						Propagation & seeds	Plant				220	0	220	0
Room 2						Propagation & seeds		Plant				220	0	220
Totals											220	220	220	220
Area	Summarized													
	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6	Month 7	
Yields - Flower	880	880	880	1,100	1,100	1,100	880	880	880	1,100	1,100	1,100	1,100	
Yields - Trim	440	440	440	550	550	550	440	440	440	550	550	550	550	
Yield - Extract	66.00	66.00	66.00	82.50	82.50	82.50	66.00	66.00	66.00					
Extract in grams														

The current prices in state of Massachusetts are around \$3,500 per pound on average as published by *Marijuana Business Daily* and *Cannabis Benchmarks*. As the state opens more towards the recreational market, we would expect price contraction similar to price contractions observed in more mature markets such as, California. Consequently, and also given the size of the market and number of licenses, we would expect the pricing to be around \$3,000 per pound. However, we are also cognizant of the fact that the pricing could under additional downward pressures, as observed in Oregon and Washington. Our facility is built to last, and even under lower prices we would remain profitable given our cost structure and business model. We noted that our cost per pound comes to around \$700 per pound, so even if the price goes as low as \$1,300, we will remain profitable.

Trim revenues would have a small impact on our revenue contribution. Trim revenues are developed based on expected yield of 33% and trim pricing of \$150 per pound. We validated the yield by directly sourcing data from numerous indoor grows. We would wholesale trim until our extraction facility becomes more operational at scale, which could be as soon as July of 2022.

Given the above expected yield, capacity, expected price per pound, and timeline, the following is a summary of our projected revenues:

## Costs

	Starting - Actuals	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Price - Flower	-	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000	\$ 6,000
Yield - Flower											137.75	275.50	275.50
<b>Revenues - Flower</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 826,500	\$ 1,653,000	\$ 1,653,000
Price - Trim	-	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
Yield - Trim											68.88	137.75	137.75
<b>Revenues - Trim</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,331	\$ 20,663	\$ 20,663
Price - Extract	-	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25	\$ 25
Yield - Extract													
<b>Revenues - Extract</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Revenues</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 836,831	\$ 1,673,663	\$ 1,673,663
<b>COGS</b>													
Grow Supplies - Small Equipment, Soil, Nutrients		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,250	\$ 8,250	\$ 8,250	\$ 8,250	\$ 8,250
Extraction Materials													
Packaging Materials		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 413	\$ 827	\$ 827
Lab Testing		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,194	\$ 20,387	\$ 20,387
Payroll		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 39,760	\$ 39,760	\$ 39,760	\$ 39,760	\$ 39,760	\$ 39,760	\$ 39,760
Payroll Tax		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,777	\$ 3,777	\$ 3,777	\$ 3,777	\$ 3,777	\$ 3,777	\$ 3,777
Workers Compensation		\$ -	\$ -	\$ -	\$ -	\$ -	\$ 398	\$ 398	\$ 398	\$ 398	\$ 398	\$ 398	\$ 398
Trimming		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,663	\$ 41,325	\$ 41,325
Local Tax (3%)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 25,105	\$ 50,210	\$ 50,210
Cannabis Excise Tax (10.75%)		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 89,959	\$ 179,919	\$ 179,919
<b>Total COGS</b>				\$ -	\$ -	\$ -	\$ 43,935	\$ 52,185	\$ 52,185	\$ 52,185	\$ 198,518	\$ 344,852	\$ 344,852
<b>Gross Margin</b>				\$ -	\$ -	\$ -	\$ (43,935)	\$ (52,185)	\$ (52,185)	\$ (52,185)	\$ 638,313	\$ 1,328,811	\$ 1,328,811

Our projected costs are divided in direct cost of goods sold (COGS) consisting of the following costs:

	Starting - Actuals	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Security						\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300	\$ 300
Rent	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Electricity	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 800	\$ 800	\$ 800	\$ 11,640	\$ 11,640	\$ 11,640	\$ 11,640	\$ 11,640
Other Utilities - Water & Waste/Grubage Disposal	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683
Cleaning, Repairs & Maintenance	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330
Insurance	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
Internet	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
Compliance Software	\$ -	\$ -	\$ 1,500	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900
Storage and Transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,570	\$ 3,570	\$ 3,570
Marketing Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,712	\$ 2,712	\$ 2,712
Administrative Payroll	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907
Payroll Tax							\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211
Workers Compensation							\$ 759	\$ 759	\$ 759	\$ 759	\$ 759	\$ 759	\$ 759
Business Licenses & Permits		\$ 30,250											
Engineering		\$ 30,000											
Architect		\$ 25,000											
Local Cannabis License			\$ -										
State Cannabis License			\$ 1,200										
Depreciation Expense				\$ -	\$ -	\$ -	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989
Real Estate Taxes	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282	\$ 1,282
<b>Total Operating Expenses</b>	\$ -	\$ 159,601	\$ 95,551	\$ 95,851	\$ 94,851	\$ 95,951	\$ 118,310	\$ 118,310	\$ 130,170	\$ 130,170	\$ 136,452	\$ 136,452	\$ 136,452

We developed our costs of growing and extracting by sourcing data directly from numerous indoor grows and obtaining direct vendor quotes. The following represents a summary:

- Grow supplies were developed based on \$45 dollars per pound of flower yielded & sold (based on data sourced directly from indoor grows)
- Packaging material cost was developed based on the cost of \$68 per pound (based on the quotes from supplies).
- Lab testing cost was developed based on minimum batch size of 5 pounds (as determined by regulations) and average cost of \$370 (based on the quotes from labs). In order to account for

increases in costs due to inflationary pressures, we applied 2% long term growth rate for costs in latter years, in accordance with *Consumer Price Index* as published by *U.S. Bureau of Labor Statistics*.

- Grow labor was developed based on expected headcount and expected wages and salaries. The expected headcount was developed by sourcing data directly from indoor grows and extraction facilities. The expected wages and salaries were developed by sourcing data directly from indoor grows and extraction facilities. They were further validated by inspecting recruiting websites, such as *Indeed*, and U.S. Bureau of Labor Statistics for agricultural and food manufacturing sectors. Furthermore, we applied expected long-term growth rate of 2% to account for inflationary pressures in later years.
- We did not provide for our training budget but have ample cash flows to fund it in full.

The following is a summary of the headcount:

PAYROLL						
	Wages	Qty	Hourly rate	Days per month	Hours per day	
<b>Cultivation Payroll:</b>	<b>\$ 39,760.00</b>					
- Cultivation Director	7,000.00	1				
- Harvest Manager	5,000.00	1				
- Inventory Assistant	4,000.00	1				
- Propagation Technicians	13,200.00	5	15	22	8	
- Product Packaging Team	10,560.00	4	15	22	8	
<b>Extraction Payroll:</b>	<b>\$ 11,280.00</b>					
Director of Extraction	6,000.00	1				
Lab Assistance	5,280.00	2				

The total for grow, extraction preparation, and packaging payroll comes out to 15 employees.

In addition, as a completeness and a high-level check, we compared our planned employee headcount to the data published by *Annual MJ Business Factbook*, which indicates that the general range for cultivating operations is 3-20 employees. We noted that our expected headcount falls within a higher point in the range, and thus appears reasonable.

- Payroll taxes are developed by applying rate of 7.65% to payroll costs. The 7.65% payroll tax rate is based on federal and state payroll tax rates as published by the IRS and Commonwealth of Massachusetts.
- Workers' compensation is developed as a percentage of payroll costs and is based on rates provided by vendors
- Trimming costs are developed by estimating hours it takes a trimmer to trim one pound of flower and then applying rate per hour to the estimated hours. Based on data directly sourced from

indoor grows, we noted that it generally takes 6-8 hours for a trimmer to trim one pound of flower. As a matter of conservatism, we assumed 7 hours, which is at the top of the range. We applied \$15 per hour for trimmer wage based on payroll sources outlined above. Assuming these assumptions, it would generally cost us \$105 dollars per pound in trimming costs. We proceeded to apply 2% growth rate in later years to account for inflationary costs.

- We developed cost for sales tax by applying 6.25% tax rates to gross receipts.

**PROJECTED INCOME STATEMENT**

*Partial Year - 6*

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Price - Flower	\$ -	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Yield - Flower	-	1,870	2,640	2,640	2,640	2,640
Revenues - Flower	-	5,610,000	7,920,000	7,920,000	7,920,000	7,920,000
Price - Trim		\$ 150	\$ 150			
Yield - Trim		935	440	-	-	-
Revenues - Trim		140,250	66,000			
Price - Extract	\$ -		\$ 25	\$ 25	\$ 25	\$ 25
Yield - Extract	-	-	39,952	59,928	59,928	59,928
Revenues - Extract	-	-	998,800	1,498,200	1,498,200	1,498,200
<b>REVENUES</b>	<b>\$ -</b>	<b>\$ 5,750,250</b>	<b>\$ 8,984,800</b>	<b>\$ 9,418,200</b>	<b>\$ 9,418,200</b>	<b>\$ 9,418,200</b>

**Cost of Goods Sold (COGS)**

Grow Supplies - Small		118,800	121,176	123,600	126,072	128,593
Equipment, Soil, Nutrients	-					
Extraction materials		-	163,004	249,396	254,384	259,472
Packaging Materials	-	127,160	183,110	186,773	190,508	194,318
Lab Testing	-	12,580	18,115	18,478	18,847	19,224
Payroll	39,760	477,120	578,707	637,224	649,969	662,968
Payroll Tax	3,777	45,326	54,977	60,536	61,747	62,982
Workers Compensation	398	4,771	5,787	6,372	6,500	6,630
Trimming	-	280,500	403,920	411,998	420,238	428,643
Local Tax	-	-	-	-	-	-
6.25% Sales Tax	-	402,518	628,936	659,274	659,274	659,274
<b>Total COGS</b>	<b>\$ 43,935</b>	<b>\$ 1,468,775</b>	<b>\$ 2,157,733</b>	<b>\$ 2,353,651</b>	<b>\$ 2,387,539</b>	<b>\$ 2,422,104</b>
<b>GROSS MARGIN</b>	<b>\$ (43,935)</b>	<b>\$ 4,281,475</b>	<b>\$ 6,827,067</b>	<b>\$ 7,064,549</b>	<b>\$ 7,030,661</b>	<b>\$ 6,996,096</b>

PROJECTED INCOME STATEMENT						
Partial Year - 6 Months						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Security	200	1,200	1,224	1,248	1,273	1,299
Rent	90,000	180,000	183,600	187,272	191,017	194,838
Electricity	3,200	129,060	142,718	145,573	148,484	151,454
Other Utilities - Water & Waste/Grubage Disposal	4,098	8,196	8,360	8,527	8,698	8,872
Cleaning, Repairs & Maintenance	1,980	3,960	4,039	4,120	4,202	4,286
Insurance	3,600	7,200	7,344	7,491	7,641	7,794
Internet	900	1,800	1,836	1,873	1,910	1,948
Compliance Software	3,000	6,000	6,120	6,242	6,367	6,495
Storage and transportation	-	32,130	43,697	44,571	45,462	46,371
Marketing Expense	-	24,410	31,197	33,861	34,538	35,229
Administrative Payroll	455,440	910,880	929,098	947,680	966,633	985,966
Payroll Tax	7,211	86,534	88,264	90,030	91,830	93,667
Workers Compensation	759	9,109	9,291	9,477	9,666	9,860
Business Licenses & Permits	10,250	250	250	250	250	250
Engineering	30,000	-	-	-	-	-
Architect	25,000	-	-	-	-	-
Local Cannabis License	-	-	-	-	-	-
State Cannabis License	1,200	1,200	1,200	1,200	1,200	1,200
Depreciation Expense	15,989	191,865	454,293	585,508	585,508	585,508
Real Estate Taxes	7,690	15,380	15,687	16,001	16,321	16,648
Interest in Financing	750,000	750,000	750,000	750,000	750,000	750,000
<b>Total Operating Expenses</b>	<b>\$ 1,410,517</b>	<b>\$ 2,359,172</b>	<b>\$ 2,680,219</b>	<b>\$ 2,840,923</b>	<b>\$ 2,871,002</b>	<b>\$ 2,151,683</b>
<b>Profit Sharing</b>						
Employee Profit Sharing	-	89,238	153,270	169,334	167,423	165,475
Local Charities Donations	-	89,238	153,270	169,334	167,423	165,475
<b>Total Profit Sharing</b>	<b>\$ -</b>	<b>\$ 178,476</b>	<b>\$ 306,539</b>	<b>\$ 338,667</b>	<b>\$ 334,846</b>	<b>\$ 330,949</b>
<b>PRE TAX INCOME (LOSS)</b>	<b>\$ (1,454,452)</b>	<b>\$ 1,509,924</b>	<b>\$ 4,002,451</b>	<b>\$ 4,555,786</b>	<b>\$ 4,489,927</b>	<b>\$ 5,184,871</b>
<b>Taxes</b>						
State	\$ -	\$ 160,146	\$ 281,568	\$ 309,415	\$ 308,071	\$ 306,700
Federal	\$ -	\$ 840,764	\$ 1,478,234	\$ 1,624,429	\$ 1,617,373	\$ 1,610,176
<b>NET INCOME (LOSS)</b>	<b>\$ (1,454,452)</b>	<b>\$ 509,014</b>	<b>\$ 2,292,648</b>	<b>\$ 2,621,942</b>	<b>\$ 2,570,483</b>	<b>\$ 3,267,995</b>
<b>EBITDA</b>	<b>\$ (1,438,463)</b>	<b>\$ 1,701,788</b>	<b>\$ 4,506,744</b>	<b>\$ 5,141,293</b>	<b>\$ 5,081,434</b>	<b>\$ 5,770,378</b>

The following represents a summary of our operating/overhead costs:

### Monthly OPEX is as follows:

	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Security	-	-	-	-	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100	\$ 100
Rent	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Electricity	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 400	\$ 11,660	\$ 11,660	\$ 11,660	\$ 11,660	\$ 11,660
Other Utilities - Water & Waste/Grubage Disposal	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683	\$ 683
Cleaning, Repairs & Maintenance	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330	\$ 330
Insurance	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600	\$ 600
Internet	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150	\$ 150
Compliance Software	\$ -	\$ -	\$ 3,500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500	\$ 500
Storage and transportation	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,570	\$ 3,570	\$ 3,570
Marketing Expense	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,712	\$ 2,712	\$ 2,712
Administrative Payroll	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907	\$ 75,907
Payroll Tax					\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211	\$ 7,211
Workers Compensation					\$ 759	\$ 759	\$ 759	\$ 759	\$ 759	\$ 759	\$ 759	\$ 759
Business Licenses & Permits	\$ 10,250											
Engineering	\$ 30,000											
Architect	\$ 25,000											
Local Cannabis License		\$ 1,200										
State Cannabis License		\$ 1,200										
Depreciation Expense			\$ -	\$ -	\$ -	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989	\$ 15,989
Real Estate Taxes	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690	\$ 7,690
<b>Total Operating Expenses</b>	<b>\$ 198,601</b>	<b>\$ 95,551</b>	<b>\$ 95,851</b>	<b>\$ 94,851</b>	<b>\$ 95,951</b>	<b>\$ 118,310</b>	<b>\$ 118,310</b>	<b>\$ 130,170</b>	<b>\$ 130,170</b>	<b>\$ 136,452</b>	<b>\$ 136,452</b>	<b>\$ 136,452</b>

Our operating/overhead costs were developed by sourcing data directly from numerous indoor grows and obtaining direct vendor quotes. The following represents a summary:

- Security was developed by obtaining quotes from vendors for camera/facility monitoring. Furthermore, we included security costs applied
- Rent was developed by applying rent per square foot to the square footage. Rent per square foot was sourced from a landlord
- Electricity cost was developed by applying an average of \$77 dollar per pound (based on data sourced directly from indoor grows), which may change between LED & HPS lights.
- Other costs such as utilities, cleaning, insurance, internet, compliance software were developed by obtaining quotes from vendors. In addition, we applied 2% long term growth rate in order to account for inflationary increases.
- Marketing expenses are developed based on the planned marketing budget. In order to ensure that our projected marketing spend is reasonable and sufficient, we analyzed the data of United States publicly traded cannabis companies on Canadian Stock Exchange (“CSE”). Based on the inspection of the data as published on *SEDAR*, the database for financial statements of publicly traded companies, we noted that the marketing costs as a percentage of revenue come out to 1%-11% of revenues. We noted that retailers tend to be at a higher end of the range whereas the cultivators & manufacturers tend to be at a lower end of the range. Consequently, we noted that our projected spend of 1% is consistent with the bottom end of the range and thus majority of cultivators.

- Our licensing costs are based on the application requirements
- Our engineering and architectural costs are based on quotes obtained from vendors
- In order to ensure that our projected costs are reasonable, we calculated our expected cost per pound. The following represents the summary:

Cost Per Pound For Inventoriable Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Cost of Flower per Pound	782.08	690.64	700.15	709.84	719.74
Cost of Extract per gram	n/a	8.14	8.28	8.41	8.55

As we are ramping up for production in 2022, we would expect our cost per pound to come out to \$681. The average cost per pound over the whole year is approximately \$782, due to costs incurred during the first cycle, before operating at capacity. As we enter into 2023 and are operating at full capacity, we would expect our average cost per pound to decrease to \$691. In years 2024 to 2025, we would expect our cost per pound to increase due to



inflationary pressures. As a completeness and high-level check, we compared our expected cost per pound to cost per pound published by *Annual Marijuana Business Factbook*. The source indicates that an average cost per pound for an indoor grow is \$635, We noted that our costs are higher thus more conservative in relation to the source.

The following break out represents our build out costs:

Fixed Asset Type	Total Cost	Year Placed in Service	Useful Life	Annual Depreciation	Monthly Depreciation
<b>Equipment</b>	<b>\$ 1,149,672</b>			<b>\$ 128,053</b>	<b>\$ 10,671</b>
Growing Equipment	\$ 441,709	2021	7	\$ 63,101	\$ 5,258
Lighting system	\$ 225,000	2021	7	\$ 32,143	\$ 2,679
Alarm & Security System	\$ 229,663	2020	7	\$ 32,809	\$ 2,734
Vehicle	\$ 37,300	2021	7	\$ 5,329	\$ 444
Land Purchase	\$ 13,500	2020	50	\$ 270	\$ 23
Computer System	\$ 35,000	2020	7	\$ 5,000	\$ 417
Extraction equipment	\$ 167,500	2022	7	\$ 23,929	\$ 1,994
<b>Leashold Improvements</b>	<b>\$ 250,000</b>			<b>\$ 8,333</b>	<b>\$ 694</b>
Build out	\$ 250,000	2020	30	\$ 8,333	\$ 694
					\$ -
					\$ -
<b>Buildings</b>	<b>\$ 950,000</b>			<b>\$ 31,667</b>	<b>\$ 2,639</b>
Buildings	\$ 950,000	2020	30	\$ 31,667	\$ 2,639
<b>Total</b>	<b>\$ 2,349,672</b>			<b>\$ 168,053</b>	<b>\$ 14,004</b>

The costs are based on the construction costs provided by a vendor. In order to ensure that our projected costs are reasonable, we calculated the expected cost per square foot, noting that the cost comes out to \$150 per square foot. We noted that the cost is consistent with the data sourced from other indoor grows and data published by *Annual Marijuana Business Factbook*.

Income taxes were developed based on our tax strategy, which consists of application of *IRC 280E* and our legal entity selection. Due to *IRC 280E*, cannabis companies are only allowed to deduct cost of goods. Cost of goods sold is defined by IRS regulation 1-471-11. We would fall under “processing” definition, which indicates that we can include in our inventoriable costs, and thus cost of goods sold, direct costs (raw materials & direct labor), but also indirect labor and overhead (rent, utilities, depreciation etc.) to the extent that indirect labor and overhead is used in production. As part of our tax strategy, we plan to conduct payroll activity time studies and production square footage studies in order to document and support our allocations of indirect costs and overhead into inventoriable costs and thus cost of goods sold.

The other part of our tax strategy consists of entity selection. We are operating as an LLC; however, for tax purposes, we plan to elect C Corp taxation via form 8832 due to liability purposes. This would result in a C Corp tax rate of 21% and 7% for federal and state tax rates, respectively.

**Profitability**

With the above outlined revenue & cost strategy, we would expect to achieve following profitability metrics:

Cash flows	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
Net Operating Cash Flow	(1,237,728)	1,027,196	2,434,597	2,543,417	2,478,057	2,411,389
Net Investing Cash Flow	(2,204,972)	-	(167,500)	-	-	-
Net Financing Cash Flow	4,000,000	(89,304)	(121,730)	(1,174,181)	(1,486,834)	(1,446,833)
Cash Balance at the End of the Period	557,300	1,495,192	3,640,559	5,009,795	6,001,018	6,965,574
REVENUES	0	5,750,250	8,984,800	9,418,200	9,418,200	9,418,200
COGS	43,934.80	1,462,485.10	2,148,675.62	2,344,412.38	2,378,115.14	2,412,491.97
OPEX	1,390,973.83	3,200,004.18	3,317,195.44	3,389,221.64	3,451,093.06	3,514,201.92

As a completeness and a high-level check, we inspected the data published by Annual Marijuana Business Factbook. Based on the source, we noted that indoor grows generally operate at a profit margin of 26% on average. We noted that we come slightly below the average and thus are noting that our assumptions are conservative.



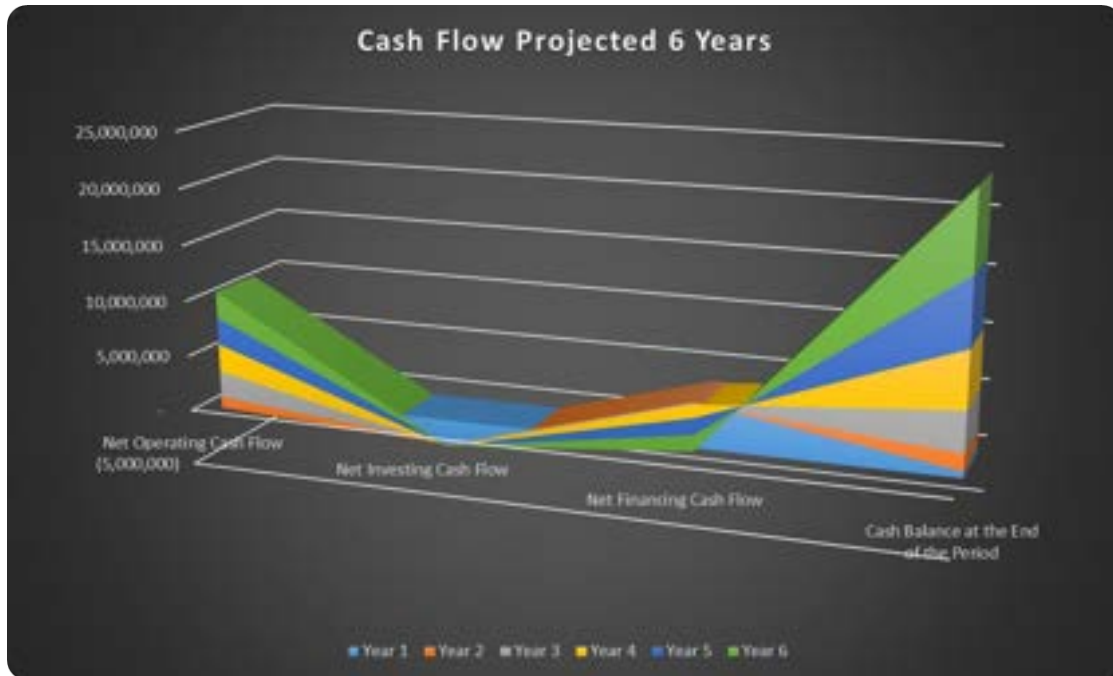
### Cash Flows & a Path to Profitability

The following represents our statement of cash flows, annual balance sheet position, and sources & uses of funds:

USES OF FUNDS	
Item	Total
Building Permits	\$ 10,250
Engineers	\$ 30,000
Architects	\$ 25,000
Cannabis License	\$ 1,200
Equipment	\$ 975,000
Leashold Improvements	\$ 2,700,000
Working Capital	\$ 1,258,550
<b>TOTAL</b>	<b>\$ 3,741,450</b>
SOURCES OF FUNDS	
Investment	\$ 5,000,000
<b>TOTAL</b>	<b>\$ 5,000,000</b>

LIQUIDITY CHECK	
Lowest Level of Monthly Cash	\$ 780,836
Highest Monthly COGS	\$ 270,741
Highest Monthly Opex	\$ 180,636
<b>Total</b>	<b>\$ 451,378</b>
Two Months	\$ 902,755
Safety Margin	\$ (121,919)

PROJECTED CASH FLOW STATEMENT						
Partial Year - 6 Months						
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6
<b>Operating Cash Flows</b>						
Net Income (Loss)	\$ (1,454,452)	\$ 509,014	\$ 2,292,648	\$ 2,621,942	\$ 2,570,483	\$ 3,267,995
Depreciation	\$ 15,989	\$ 191,865	\$ 454,293	\$ 585,508	\$ 585,508	\$ 585,508
Change in Non-Cash Working Capital	\$ -	\$ 90,750	\$ 34,334	\$ -	\$ -	\$ -
Change in Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Receivable	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Change in Accounts Payable	\$ -	\$ 90,750	\$ 34,334	\$ -	\$ -	\$ -
<b>Net Operating Cash Flow</b>	<b>\$ (1,438,463)</b>	<b>\$ 791,629</b>	<b>\$ 2,781,275</b>	<b>\$ 3,207,449</b>	<b>\$ 3,155,991</b>	<b>\$ 3,853,503</b>
<b>Investing Cash Flows</b>						
Capital Expenditures	\$ (1,374,200)	\$ -	\$ (2,755,500)	\$ -	\$ -	\$ -
Security Deposit	\$ (15,000)	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Net Investing Cash Flow</b>	<b>\$ (1,389,200)</b>	<b>\$ -</b>	<b>\$ (2,755,500)</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Financing Cash Flows</b>						
Investment	\$ 5,000,000	\$ -	\$ -	\$ -	\$ -	\$ -
Distribution	\$ -	\$ (1,175,269)	\$ (2,471,893)	\$ (1,879,891)	\$ (1,562,396)	\$ (1,541,401)
<b>Net Financing Cash Flow</b>	<b>\$ 5,000,000</b>	<b>\$ (1,175,269)</b>	<b>\$ (2,471,893)</b>	<b>\$ (1,879,891)</b>	<b>\$ (1,562,396)</b>	<b>\$ (1,541,401)</b>
<b>Net Change in Cash</b>	<b>\$ 2,172,337</b>	<b>\$ (383,640)</b>	<b>\$ (2,446,117)</b>	<b>\$ 1,327,559</b>	<b>\$ 1,593,594</b>	<b>\$ 2,312,102</b>
Cash Balance at the Beginning of the Period	\$ -	\$ 2,172,337	\$ 1,788,697	\$ (657,420)	\$ 670,138	\$ 2,263,733
<b>Cash Balance at the End of the Period</b>	<b>\$ 2,172,337</b>	<b>\$ 1,788,697</b>	<b>\$ (657,420)</b>	<b>\$ 670,138</b>	<b>\$ 2,263,733</b>	<b>\$ 4,575,834</b>



As more fully provided on Our Balance sheet:

PROJECTED BALANCE SHEET							
<i>Partial Year - 6 Months</i>							
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	
Inventory	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Current Assets</b>	<b>\$ 2,172,337</b>	<b>\$ 1,788,697</b>	<b>\$ (657,420)</b>	<b>\$ 670,138</b>	<b>\$ 2,263,733</b>	<b>\$ 4,575,834</b>	
Security Deposits	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000
Equipment (Gross)	\$ 1,315,800	\$ 1,315,800	\$ 4,071,300	\$ 4,071,300	\$ 4,071,300	\$ 4,071,300	\$ 4,071,300
Leashold Improvements (Gross)	\$ 58,400	\$ 116,800	\$ 116,800	\$ 116,800	\$ 116,800	\$ 116,800	\$ 116,800
Buildings (Gross)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Accumulated Depreciation	\$ (15,989)	\$ (207,853)	\$ (662,147)	\$ (1,247,654)	\$ (1,833,162)	\$ (2,418,670)	\$ (2,418,670)
<b>Fixed Assets</b>	<b>\$ 1,373,211</b>	<b>\$ 1,239,747</b>	<b>\$ 3,540,953</b>	<b>\$ 2,955,446</b>	<b>\$ 2,369,938</b>	<b>\$ 1,784,430</b>	
<b>Total Assets</b>	<b>\$ 3,545,548</b>	<b>\$ 3,028,444</b>	<b>\$ 2,883,533</b>	<b>\$ 3,625,584</b>	<b>\$ 4,633,671</b>	<b>\$ 6,360,265</b>	
Accounts Payable	\$ -	\$ 90,750	\$ 125,084	\$ 125,084	\$ 125,084	\$ 125,084	\$ 125,084
<b>Current Liabilities</b>	<b>\$ -</b>	<b>\$ 90,750</b>	<b>\$ 125,084</b>	<b>\$ 125,084</b>	<b>\$ 125,084</b>	<b>\$ 125,084</b>	<b>\$ 125,084</b>
Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Longterm Liabilities</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Member Equity	\$ 5,000,000	\$ 3,824,731	\$ 1,352,838	\$ (527,053)	\$ (2,089,449)	\$ (3,630,850)	\$ (3,630,850)
Retained Earnings	\$ -	\$ (1,454,452)	\$ (945,437)	\$ 1,347,211	\$ 3,969,153	\$ 6,539,636	\$ 6,539,636
Current Earnings	\$ (1,454,452)	\$ 509,014	\$ 2,292,648	\$ 2,621,942	\$ 2,570,483	\$ 3,267,995	\$ 3,267,995
<b>Equity</b>	<b>\$ 3,545,548</b>	<b>\$ 2,879,294</b>	<b>\$ 2,700,049</b>	<b>\$ 3,442,100</b>	<b>\$ 4,450,187</b>	<b>\$ 6,176,781</b>	
Check	\$ -	\$ (1,000,909)	\$ (2,760,712)	\$ (4,694,555)	\$ (6,619,999)	\$ (8,536,875)	\$ (8,536,875)
<b>Total Liabilities &amp; Equity</b>	<b>\$ 3,545,548</b>	<b>\$ 2,970,044</b>	<b>\$ 2,825,133</b>	<b>\$ 3,567,184</b>	<b>\$ 4,575,271</b>	<b>\$ 6,301,865</b>	

Based on the assumptions & timeline outlined above, we would expect the reach profitability within 9-10 months. The following monthly cash flow graphic summarizes the path:

	Month 7	Month 8	Month 9	Month 10	Month 11	Month 12	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
<b>Operating Cash Flow</b>	\$ (138,601)	\$ (95,551)	\$ (95,831)	\$ (94,851)	\$ (95,313)	\$ (147,256)	\$ (155,506)	\$ (146,366)	\$ (146,366)	\$ 350,932	\$ 218,040	\$ 230,040
Beginning Cash	\$ -	\$ 3,453,199	\$ 3,355,647	\$ 3,259,796	\$ 3,164,945	\$ 3,069,593	\$ 2,972,337	\$ 2,766,831	\$ 2,600,464	\$ 2,434,098	\$ 2,281,010	\$ 2,848,022
Investment	\$ (3,000,000)											
Capital Expenditures (CAPEX)	\$ (1,374,200)											
Security Deposit	\$ (75,000)											
Distributions											\$ (147,028)	\$ (147,028)
<b>Ending Cash</b>	\$ 3,453,199	\$ 3,355,647	\$ 3,259,796	\$ 3,164,945	\$ 3,069,593	\$ 2,972,337	\$ 2,766,831	\$ 2,600,464	\$ 2,434,098	\$ 2,281,010	\$ 2,848,022	\$ 2,911,034
<b>Annual Revenue Run Rate</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,820,000	\$ 7,820,000	\$ 7,820,000
<b>Net Income Run Rate</b>	\$ (1,935,218)	\$ (1,346,636)	\$ (1,250,216)	\$ (1,198,236)	\$ (1,144,216)	\$ (1,958,941)	\$ (2,057,942)	\$ (2,188,261)	\$ (2,188,262)	\$ 2,930,081	\$ 2,328,613	\$ 2,328,613

Based on data from Annual MJ Business Factbook, we noted that around 51% of cultivators reach profitability in 9-12 months. Consequently, we noted that our expected timeline is consistent with the general data. In addition, we noted that our timeline is consistent with the data directly sourced from indoor grows.

### Management Team

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

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

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

## **Executive Summaries**

### **Executive Summary-Carl Nickerson**

Our CEO has worked across many sectors of the business field and brings a wealth of knowledge and experience to their company, and to the cannabis industry. Our CEO started his career with the Gillette Company as a financial analyst in 2000. While in this position, our CEO represented an excess of \$5 million in customer receivable accounts, while reducing the labor force by an impressive 80% to better support the supply chain management process. Additionally, he reconciled and rationalized an expansive database of over 1500 customer accounts and contracts for the Oral B corporation.

In 2006, our CEO moved on from the Gillette Company to become the Co-Founder and General Manager of Mike's Gym, where he oversaw all daily operations. During his time in this position, he oversaw over 25 employees, and developed sales and marketing campaigns that astonishingly exceeded projected sales by 30% within a year, while also using his outstanding communication abilities to negotiate fitness equipment leasing contracts that cut operating costs by 20%. The Boston Scientific company offered our CEO a position as a dispute resolution analyst in 2007, and he promptly accepted their offer. Our CEO impressively managed over 1200 accounts, representing \$20 million+ in annual sales, while tactfully and skillfully resolving disputes related to customer payments, product pricing, product inventory, and legal issues contained in customer contracts. He served on a 12-person team charged with designing/testing a new invoice imaging database dedicated to connecting customer disputes with specific product divisions, which reduced research time by more than an astonishing 50%. As part of this position, he was required to compile financial reports and perform statistical analysis of customer requisition data. He was honored by being named Executive Steering Committee Member, Hispanic Organization for Leadership & Achievement shortly after taking the position.

Our CEO decided to move on from his position with Boston Scientific in 2013 to become district manager for the Retail Business Development Company in Boston, MA. As a district manager, he used his advanced business knowledge and abilities to foster business to business relationships at all Vonage outlets across MA and RI. He generated and analyzed all sales, forecasting, and budgeting reports, as well as recruiting, interviewing, hiring, and training over 15 associates. He directed all marketing, promotions & sales activities within the entirety of his expansive designated area of operations.

In 2015, our CEO moved on to work in the insurance sector, where he took a position with New York Life Insurance Company as a registered representative and agent. While there, he skillfully analyzed financial information, prepared and presented financial solutions and products customized to each client's profile. His client base consisted of small business owners, organizations and individuals. He would travel all over the state of MA to lead financial education workshops and seminars at community centers, universities, and worksites. Our CEO excelled in this position, achieving the first-year benchmark goal of 50+ life cases, totaling over \$27 million in face value life insurance. He was named a top performer in the US and received the distinguished New York Life's Council Reignition Award for his efforts.

Not content with his rapid success in the life insurance space, our CEO angled his experience with New York Life Insurance to obtain the position of retirement plan advisor with Empower Retirement CO. in 2017, where he currently works. He is directly responsible for coordinating and providing enrollment and education meetings focused on encouraging employee participation in the Massachusetts 457b Deferred Compensation SMART PLAN. He uses his advanced organizational skills to conduct ongoing education sessions to reinforce the benefits of plan participation with a focus on retirement readiness reviews and to provide investment advice along with

advisory services and to increase deferral contributions in the plan. He has an outstanding relationship with the Massachusetts Treasurer's and Comptroller's office, due to his work with this office to provide ongoing support and feedback for new tools and services for both advisors and plan participants, helping streamline services and remove redundancies. He is credited for opening 10 new state agencies that were previously inactive, transforming those locations to obtain over an impressive 75% participation rate in the plan.

Our CEO is a social equity applicant having a previous cannabis conviction during Prohibition. He has firsthand experience of the negative ramifications that the prohibition of cannabis has had on the community and nation as a whole, and will use his experiences to guide the industry in a positive, sustainable direction, while also supporting community programs to better enrich the area in which his business will operate. Our CEO understands the meaning and need of community enrichment, having previously served as a community ambassador for the Dana Farber Cancer Institute in Boston, MA, as well as a board member for the Corporate Advisory Council for ROCA. Roca's mission is to be a relentless force in disrupting incarceration, poverty, and racism by engaging young adults, police, and the systems at the center of urban violence in relationships to trauma, find hope, and drive change. He is currently an esteemed member of the National Association of Insurance & Financial Advisors of Massachusetts, and has series 6, 63, & 65 licenses for Massachusetts Life & Health insurance. Along with all his extensive business skills, experience, and certifications, our CEO is also fluent in Spanish.

### **Billy Almonte- Compliance Manager**

Has the immense responsibility executing plans to ensure their company and employees are operating within compliance of the regulatory requirements of their field. In the cannabis industry, this is certainly a most complicated task, Billy has shown throughout his entire career that he is ready for this enormous, important assignment. For over 15 years, Billy has worked across several different industries ensuring compliance with various regulatory standards. Starting in 2006 as a quality assurance compliance specialist for the Genzyme Corporation. Billy began his work in the compliance sector. As a quality assurance compliance specialist, he oversaw cell culture operations, protein purification, and media buffer departments for the Genzyme Corporation, along with creating a database on Microsoft SharePoint to conduct and track monthly audits of manufacturing processes. He was instrumental in maintaining documentation of 1,200+ standard operating procedures, ensuring that they were all within compliance of various regulations and company guidelines. His natural attention to detail was apparent in this position, because he efficiently reviewed countless batch records for the release of products to certify they were complying with regulatory standards.

In 2013, he moved on from the Genzyme Corporation to take the position of quality assurance compliance specialist for the SHIRE company. While in this position, he skillfully created a new, lean process system to organize and confirm compliance of over 3-years' worth of batch records, which exponentially reduced the number errors and deviations of those records and saved the company over 500-man hours and millions of dollars yearly. He masterfully increased efficiency of various manufacturing processes and workflow systems by creating new systems to locate compliance documents for company employees and auditors. Billy also had the important responsibility of training new employees on the processes and procedures for current good manufacturing practice regulation, and manufacturing equipment.

Not satisfied with his numerous accomplishments with the Genzyme and SHIRE companies, he moved on to become the head of quality assurance oversight for the Merck Company in 2015, where he currently is employed. After taking this position, he immediately showed his advanced understanding of compliance mechanisms by creating a system to optimize supplier performance, saving the chief marketing officer 2-million dollars yearly.

Not satisfied with his numerous accomplishments with the Genzyme and SHIRE companies, the CCO moved on to become the head of quality assurance oversight for the Merck Company in 2015, where he currently is employed. After taking this position, he immediately showed his advanced understanding of compliance mechanisms by creating a system to optimize supplier performance, saving the chief marketing officer 2-million dollars yearly. He works closely and maintains constructive relationships on behalf of the company with various different regulatory agencies, to include the FDA, Anisa, MHRA and EMEA. His scope of responsibilities is extensive in this position, which includes ensuring all safety protocols across the entire business are being adhered to.

## **Introduction**

As part of our Business Plan, we have included a start-up timetable that provides an estimated time from provisional license approval to full operation, along with the assumptions used for the basis of these estimates.

As the first day of licensed activity for the cannabis business establishment, our estimated start-up timetable involves development of a technologically advanced Marijuana facility; the use of diverse propagation strategies to create new batches of plants; the implementation of a Perpetual Harvest System to create a consistent, uninterrupted supply of cannabis; adherence to Standard Operating Procedures (SOPs) that are founded in standards of excellence that exceed local, state, and federal requirements; and continued analysis of its process in an effort towards optimization.



## **Goals**

Our overall goal is to become fully operational within one year of receiving an Adult Use Marijuana License. In order to accomplish this goal, we will need to reach the following milestones in accordance with the estimated startup timetable:

- 1) Construction and renovation of a facility that is suitable in size, power allocation, air exchange and air flow, exterior and interior layout, and resource efficiency for the bulk agricultural production of cannabis by X/XX/2022
- 2) Construction and renovation of a facility that facilitates environmental health and worker safety by X/XX/2022
- 3) Ensure all Principal Officers, Directors, Managers and other Marijuana Agents (MMAs) have been staffed, onboarded, trained and evaluated by X/XX/2022
- 4) Use various propagation methods to internally develop plant batches that allow for consistent, bulk agricultural production by X/XX/2022
- 5) Implement a Quality Management System to ensure the quality, purity, and consistency of any finished product that is sold upon becoming fully operational by X/XX/2022
- 6) Implement and optimize the Perpetual Harvest System to ensure our ability to provide a steady, uninterrupted supply of cannabis within the timeframe allotted in this estimated start-up timetable

## **Assumptions**

Initial assumptions used for the basis of this phase development include the following:

All operations at our proposed Marijuana Facility will be in compliance prior to the commencement of operational activities and/or storage of cannabis. To ensure the ability to become fully operational within the estimated start-timetable we have submitted all of the documentation required in 935 CMR 500.101(1)(a)(10) as part of this application, including a copy of the current local zoning ordinance or permit and verification that the proposed Marijuana facility is in compliance with the local zoning rules such as distance limitations established by the local jurisdiction before facility construction and renovation.

We will be working with a licensed contractor to construct a new building for indoor cultivation.

We will conduct rigorous risk and site analysis, and performance testing of the following systems before beginning any bulk agricultural production of cannabis: HVAC, lighting, water application, filtration, water composition, wastewater treatment, automated environmental control, and security measures which include surveillance, access control, monitoring and odor control. More detail regarding the timeline of this pre-operational testing is provided below.

We will germinate seeds, isolating desirable female plants as Mother Plants, taking cuttings from those Mother Plants to successfully root new clones and consistently propagate new batches of plants using the cloning method to implement and optimize the perpetual harvest system.

Of the 5,000 square feet available for the Flower Room(s), we will be growing on 4' by 35' trays on rolling benches to ensure we utilize as much of the 5000 sq. feet of canopy space as possible. Rolling benches allows us to move the trays apart when work is needed around them and back together to keep the canopy size at 5000 sq. feet, which is in full compliance with the flowering canopy space regulations for Marijuana cultivation tier 1. The rest of the space within these 1786 sq. feet flower rooms will be utilized as workspace while also ensuring no passageways and/or exits are compromised, following NFPA 101 Means of Egress codes.

Our 5,000 sq. feet of canopy divided by an industry standard of 50 watts per square foot, which needs to be adjusted for 1000 watts of HPS lights to be the equivalent of 600 watts of LED, which results in 250 lights. This "light" measure is not exactly literal, but common in the industry to describe yield. We plan to operate our Craft Grow at 1.5 lbs. – 2 lbs. per light, we expect to achieve 375 to 500 lbs. per full cycle (187 to 250 lbs. per month). At 26 harvests, or 6 cycles, of the perpetual harvest system per year, we conservatively expect to yield 2,250 to 3,000 lbs. per year. In one cycle of the perpetual harvest cycle, we expect roughly 85 lbs. of trim byproduct and roughly 15 lbs. of smaller flowers, or "smalls," or "popcorn." This translates to 2,210 lbs. of trim byproduct and 390 lbs. of smalls per year, which is another stream of revenue for sale to licensed cannabis businesses. We will become fully operational within one year as defined by meeting or exceeding these benchmarks within the estimated start-up timetable.

We will work to optimize the cultivation process and perpetual harvest system to the point where it can achieve 2 lbs. per light. Our proforma does not reflect this, which means that it is a conservative forecast that we anticipate meeting and exceed, especially after bringing our extraction online when we believe it is the right business judgment for our Company.

The cost required to produce one unit, a single pound of cannabis, will vary significantly from Year 1 of Operation to Year 2 of Operation based on the capital injection and sunk cost required to construct and renovate the facility, onboard staff, and procure equipment. We have created these assumptions based on the estimated costs to move through one cycle of the perpetual harvest system at full operational scale in Month 5 of year one, the point that the facility will be operating at capacity. Our goal is to achieve 26 harvests of the perpetual harvest system per year. Using the estimate of 2,640 lbs. per year for the facility and dividing by 26 perpetual harvest cycles, we expect to be able to produce 110 lbs. per cycle; we will use this benchmark as a divisor to determine the Unit Cost of Production. Using these assumptions and the Month 5 model of variable and fixed costs, we have outlined the following expense categories and dollar amount it expects to incur as costs required to produce one pound of cannabis:

**Flower: Variable Costs (per pound):**

Direct Labor: \$150  
Grow Supplies: \$45  
Packaging: \$68  
Testing: \$3.36  
Taxes: \$215.25

**Flower: Fixed Costs:**

Indirect Labor: \$43,934.80

Using the formula: Variable Costs + Fixed Costs / Total Units Produced = Unit Cost of Production, we project:

**\$481.61 + \$43,934.80 / (220lbs. per month) = ~\$681.32 to produce 1 lb of high-quality cannabis**

**Extraction: Variable Costs (per gram):**

Extraction supplies: \$4.08

Taxes: \$1.52

**Extraction: Fixed Costs:**

Direct Labor: \$12,713.69

Using the formula: Variable Costs + Fixed Costs / Total Units Produced = Unit Cost of Production, we project:

**\$5.60 + \$12,713.69 / (4,994 grams per month) = ~\$8.14 to produce gram lb of highquality cannabis extract**

We shall use the conservative Unit Cost of Production of \$751.95 per lb. to measure its expenditures and capacity to break even at various points throughout the production cycle. We shall aim to reduce the unit cost of production over time by streamlining the cultivation process to achieve optimal efficiency to eventually reduce this cost to under \$700 per lb. of high-quality cannabis as our operations are updated over time with even more energy efficient equipment and fixtures.

We have defined full operation as the ability to sell at least 80% of a given crop while maintaining a consistent supply of clones for subsequent rounds of the perpetual harvest system for a steady, uninterrupted supply of cannabis.

All of the activities described in the estimated startup timetable provided in Exhibit F: Business Plan incorporate the following local, state and federal regulations, guidelines and statutes:

- National Fire Protection Association (NFPA) 230 Standard for the Fire Protection of Storage.
- National Fire Protection Association (NFPA) Code 70 Electrical Code
- Occupational Safety and Health Act (29 U.S.C. § 651 et seq.), 29 C.F.R. Part 1903.1 et seq.—Inspections, Citations, and Proposed Penalties of Occupational Safety and Health Act.

# **MOTAH 420 LLC Diversity Plan**

## **Introduction**

Our purpose is to support minorities, veterans, women, disabled individuals, and LGBTQ+ residents of the Commonwealth in order to stop the continuation of an inequitable status quo in the workplace. To do so, we intend to teach the importance of ownership, build community between diverse groups and neighboring organizations, and provide job opportunities to diverse groups, with a variety of responsibilities, that will build an efficient and robust operation all Massachusetts residents can be proud of.

To the extent permissible by law, it is the policy of this company to prioritize hiring and community engagement and support among the following demographic groups:

1. Minorities
2. Women
3. Veterans
4. People with disabilities
5. People who identify as LGBTQ+

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

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

*This plan will adhere to the requirements set forth in 935 CMR 500.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of Marijuana Establishments.*

## **Goals**

1. Employing 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities.
2. We have a goal of 100% of staff taking job satisfaction surveys annually, or upon exit, with a 75% or greater satisfaction regarding inclusivity, and 100% of staff having access to diversity literature in the workplace.
3. An employee promotion goal wherein at least 50% of the employees who receive promotions within our first year of operations are of the above-listed groups.

## **Programs**

The following programs will help effectuate the above goals:

1. Employment opportunities- when available- will be published no less frequently than annually on Indeed.com, LinkedIn, or in the Boston Globe, with the objective of reaching, women, veterans, minorities, LGBTQ+ members, and those with disabilities. Ads will target specific neighborhoods with corresponding demographics.
2. Distribute internal workplace information notices, annually (and verbally at team meetings at least quarterly), aimed at encouraging current employees to recommend women, veterans, minorities, LGBTQ+ members, and those with disabilities for employment.
3. Develop and provide satisfaction/exit surveys annually for employees and when employees leave.
4. We will have an anonymous comment box in the breakroom and our diversity goals will be posted clearly so that staff can work together to achieve them and help seek out diverse employees, vendors, or contractors to engage with.
5. Access the SDO supplier list to engage with women, veteran, minority, LGBTQ+ member, and disabled-owned suppliers.

## **Measurement:**

We intend to focus our efforts on the following metrics:

1. Have 8 employment positions been created since initial licensure?
2. Have we advertised available positions on Indeed.com and/or other sources with the objective of more effectively reaching women, veterans, minorities, LGBTQ+ members, and those with disabilities?
3. Have we relayed our hiring needs to the CCC Social Equity cohorts and did the CCC notify or post regarding employment opportunities?
4. Have we hired 20% women, 20% minorities, 20% LGBTQ+ members, 20% veterans, and 20% those with disabilities, or do at least 60% of our total hires include a mix of these above demographics?
5. Have any employees advanced their job roles since hiring, trained with more advanced personnel, or brought on diverse employees in their network which has increased company or management diversity with 50% of promotions being diverse employees?
6. Have exit surveys and anonymous satisfaction surveys been made available to all employees after 6 months of employment and do they reflect a pro-diversity company?

7. Have we compiled anonymous data in spreadsheets from our surveys to better understand and track diversity at our company which can be shared with public officials or nonprofit organizations seeking to promote diversity in their mission?
8. Have we partnered with at least 2 women, veteran, minority, LGBTQ+ member, and disabled-owned businesses or wholesalers?
9. Do we have evidence of the literature or postings on diversity and our anonymous comment box that we have made available to employees to facilitate diverse or underrepresented voices in our staff?
10. Are staff aware, through staff meeting agendas, emails, paper bulletins, or other methods that diversity is a compliance issue and important to the company and community?

## 1.1. Maintenance of Financial Records Plan

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

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

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



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

## **Safety Plan**

### **HYGIENE**

Our company understands the need for the highest standards of hygiene and will comply with the CCC regulation 935 CMR 500.105 (3) *General Operational Requirements for Marijuana Establishments - Requirements for the handling of marijuana* and 105 CMR 590.000 in accordance with the following plan

#### **General**

Any member of staff required to come into contact with marijuana or marijuana products will be trained to the same standards as food handlers as stated under 105 CMR 300.000: *Reportable Diseases, Surveillance, and Isolation and Quarantine Requirements*.

#### **Personal**

All members of staff, whether in direct contact with marijuana and marijuana products, or not, will be expected to maintain adequate personal cleanliness including washing hands thoroughly in the hand-washing facilities provided before starting work, and at any time when hands may have become soiled or contaminated. Our numerous hand-washing facilities are conveniently placed and offer running water at a suitable temperature. Hand-drying amenities are available at all hand-washing facilities.

Our facility is equipped with readily accessible staff toilets that are maintained in a sanitary condition and in good repair.

#### **In the facility**

Cleaning and maintenance of the facility, your workspace, the office, bathrooms and storage areas is the responsibility of the team as a whole. Cleaning tasks will be assigned to individuals on a rota basis by the facility managers. The correct performance of these tasks will ensure that the building, fixtures and other physical facilities are maintained in a sanitary condition.

The cleaning products and equipment necessary to maintain standards of cleanliness and sanitation are safely stored in their own, well-lit closet. All toxic products shall be identified and stored in a manner that prevents them from contaminating any marijuana or marijuana products.

To prevent unpleasant odors and avoid attracting unwanted pests it is essential that litter and waste are removed and disposed of correctly. All staff will receive training in the required protocols for the correct manner of disposing of waste pursuant to 935 CMR 500.105 (12).

Our countertops, furnishings, contact surfaces, tools and equipment have all been designed or selected for the ease with which they may be kept clean and sanitized. All shall be cleaned as frequently as is necessary to protect against contamination. All shall be cleaned using and EPA-approved sanitizing product in accordance with the instructions on the label.

## **Storage and handling**

While all products handled in our facility will be stored in compliance with state regulations as outlined in 935 CMR 500.150 (2), (3), and (11) All staff that are required to handle edible marijuana products whether during manufacture, storage, or shipping, shall receive training in Food Handling pursuant to 105 CMR 590.000.

## **Infrastructure**

Our facility has access to the city water supply that provides an abundant source of safe, potable water capable of meeting and exceeding the Marijuana Establishment's needs. Our plumbing infrastructure is adequately installed and maintained to carry sufficient quantities of water to required locations throughout the Marijuana Establishment. Our sewage system is fully capable of conveying sewage and liquid disposable waste from our establishment. The water supply and sewage systems are entirely separate and independent of each other.

## **Transportation to and from our facility**

It is essential that the storage and transportation of marijuana and marijuana products is conducted in a manner that ensures these items and their packaging are protected from physical, chemical, and microbial contamination.

Products are generally delivered to our facility by vehicles belonging to either a licensed cultivator, manufacturer, or third-party transporter in temperature-controlled vehicles that are, pursuant to 21 CFR 1.908(c), specifically designed, maintained, and equipped to provide an ambient temperature and environment to ensure the safe transportation of marijuana and marijuana products.

All staff engaged in the shipping and receiving of goods must remain alert to the sanitation and hygiene standards of these vehicles and must report any concerns or misgivings to their supervisor. Particular attention should be paid to whether the vehicle and cargo area are in an appropriate sanitary condition for the transportation of food; free of visible pest infestation or any previous cargo that could cause the product to become unsafe during transportation.

## **Inspection**

Inspections are generally conducted prior to the initial issue of a license or at the time of renewal, However, additional inspections may be made whenever the Commission deems it necessary for legal, statutory, or regulatory enforcement.

We are licensed to conduct business as a Marijuana Establishment. A condition of this license is that we provide consent to the Cannabis Control Commission or its agents to inspect all areas of our facility (including company vehicles), all marijuana establishment agents and activities, and all records. The administrative side our company will be conducted in a manner that allows for the efficient and timely presentation of any required document at the Commission's convenience. These records may include, but are not limited to the following:

- Documentation of compliance with the testing requirements of 935 CMR 500.160

- Written policies and procedures for the production or distribution of Marijuana Products in accordance with 935 CMR 500.130.
- Written operating procedures as required by 935 CMR 500.105(1)
- Inventory records as required by 935 CMR 500.105(8)
- Seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)
- 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. Such records shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
    - all materials submitted to the Commission pursuant to 935 CMR 500.030(2)
    - documentation of verification of references
    - the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
    - documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters
    - documentation of periodic performance evaluations; a record of any disciplinary action taken
    - notice of completed responsible vendor and eight-hour related duty training.
  - A staffing plan that will demonstrate accessible business hours
  - Personnel policies and procedures
  - All background check reports obtained in accordance with 935 CMR 500.030.
- Business records, which shall include manual or computerized records of
  - Assets and liabilities
  - Monetary transactions
  - Books of accounts, which shall include journals, ledgers, and supporting documents, agreements, checks, invoices, and vouchers
  - Sales records including the quantity, form, and cost of marijuana products
  - Salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.
- Waste disposal records as required under 935 CMR 500.105(12)
- Visitors log
- Consumer Education Materials

- In the event that a Marijuana Establishment closes, all records must be kept for at least two years at the expense of the Marijuana Establishment and in a form and location acceptable to the Commission.

### **Fire Safety**

- Prominent signage will be posted at all entrances to our Marijuana Establishment stating the method of extraction in accordance with 935 CMR 500.130.
- A copy of our permit to keep, store, handle, or otherwise use flammable and combustible materials shall be posted at each place of operation within the facility in accordance with 935 CMR 500.130

## **1.1. Record keeping procedures**

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

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

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

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

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

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

1.1.1.1.5. Any material changes will be communicated to the Commission

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

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

Shipping and delivery manifests

Delivery and shipping video recordings

Daily production stock withdrawal and return reports

Weekly inventory reports

Product return reports

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

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

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

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

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

**1.1.3. Personnel records:**

- 1.1.3.1. All personnel files are to be stored in the records cabinet
- 1.1.3.2. The employee handbook contains a job description for each employee and volunteer position in the company. A signed copy of the relevant job description for each employee will also be kept in the individual personnel record of each employee.
- 1.1.3.3. A personnel record for each marijuana establishment agent shall be maintained for at least 12 months after termination of the individual's affiliation with the Marijuana Establishment and shall include, at a minimum, the following:
  - 1.1.3.3.1. all materials submitted to the Commission pursuant to 935 CMR 500.030(2);
  - 1.1.3.3.2. documentation of verification of references; the job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision
  - 1.1.3.3.3. documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
  - 1.1.3.3.4. documentation of periodic performance evaluations;
  - 1.1.3.3.5. a record of any disciplinary action taken.
  - 1.1.3.3.6. notice of completed responsible vendor and eight-hour related duty training.
  - 1.1.3.3.7. records of any health and safety related incidents

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

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

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

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



### IMPORTANT NOTE

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

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

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

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

**There are NO EXCEPTIONS, and NO EXCUSES to this rule.**

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

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

# 1. Roles, Qualifications, and Training

## 1.1. General

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

## 1.2. Facility Job Classifications and Requirements:

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

Beverages  
Vape pens

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

Plant care and management  
Extraction  
Weighing  
Measuring  
Filling cones  
Freezing  
Drying

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

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

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

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

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

- 1.3.2.1. Production management
- 1.3.2.2. Wholesale Sales
- 1.3.2.3. Production and manufacturing
- 1.3.2.4. Packaging labeling and inventory
- 1.3.2.5. Sanitation and maintenance of the facility
- 1.3.2.6. Security of the facility and deliveries

1.3.2.7. Back-office business and management roles such as, account management, administration, etc.

## 1.1. Quality Control and Testing

### 1.1.1. Incoming marijuana inventory

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

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

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

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

### **1.1.3. Hygiene**

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

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

## **Personnel Policies and Background Checks**



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- 1.3. Marijuana Establishment Agent

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# **1. Introduction**

## **1.1. The Employee Handbook**

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

## **1.2. Changes in Policy**

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

### **1.3. Employment-At-Will**

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

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

- 1.4.1. The Commonwealth of Massachusetts requires that all board members, directors, employees, executives, managers, or volunteers of a Marijuana Establishment must be 21 years of age or older and in possession of a state-issued Registration Card. Consequently, all those described above are subject to extensive background checks.
- 1.4.2. Executive officers, managers and employees of a Licensed Marijuana Establishment shall apply for registration for all of its board members, directors, employees, executives, managers, and volunteers who are associated with that Marijuana Establishment.
- 1.4.3. The Commission shall issue a registration card to each individual determined to be suitable for registration. All such individuals shall:
  - 1.4.3.1. be 21 years of age or older;
  - 1.4.3.2. not been convicted of an offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority; and
  - 1.4.3.3. be determined suitable for registration consistent with the provisions of 935 CMR 500.800 and 500.802.
- 1.4.4. The Commonwealth of Massachusetts requires, as a condition of employment in a Licensed Marijuana Establishment, the possession of a valid marijuana establishment agent Registration Card. No board member, director, employee, executive, manager, or volunteer may be engaged by a Licensed Marijuana Establishment without possession of a valid Registration Card.
- 1.4.5. Consequently, denial or revocation of a registration card by the Commission will render any individual unemployable by a Licensed Marijuana Establishment. This may lead to the withdrawal of offers of employment or appointment in the event of a denial of a registration card, and immediate dismissal in the event of revocation of a registration card.
- 1.4.6. The Company shall notify the Commission no more than one business day after a marijuana establishment agent ceases to be associated with the establishment. The registration shall be immediately void when the agent is no

- longer associated with the Company..
- 1.4.7. Registration cards are valid for one year from the date of issue, and may be renewed on an annual basis upon a determination by the Commission that the applicant for renewal continues to be suitable for registration.
  - 1.4.8. After obtaining a registration card for a marijuana establishment agent, the Company is responsible for notifying the Commission of any changes to the information that the establishment was previously required to submit to the Commission or after discovery that a registration card has been lost or stolen.
  - 1.4.9. All marijuana establishment agents shall carry the registration card associated with the appropriate Marijuana Establishment at all times while in possession of marijuana products, including at all times while at the establishment or while transporting marijuana products.
  - 1.4.10. A marijuana establishment agent affiliated with multiple Marijuana Establishments shall be registered as a marijuana establishment agent by each Marijuana Establishment and shall be issued a registration card for each establishment.

## 2. Roles, Qualifications, and, Training

- 2.1.1. Our company is required to have a staffing plan and records in compliance with 935 CMR 500.105(9) 935 CMR 500.105(1)

### 2.2. Facility Job Classifications and Requirements:

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

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

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

## 2.3. Employee Training and Selection

- 2.3.1.1. Marijuana use
- 2.3.1.2. Massachusetts Cannabis Law
- 2.3.1.3. Wholesale Sales
- 2.3.1.4. Packaging labeling and inventory
- 2.3.1.5. Sanitation and maintenance of the facility
- 2.3.1.6. Security of the facility and deliveries
- 2.3.1.7. Back-office business and management roles such as, account management, administration, etc.

# 3. Employment Policies

## 3.1. Employee Classifications

- 3.1.1. The following terms are used to describe employees and their employment status:
- 3.1.2. **Exempt Employees** - Employees whose positions meet specific tests established by the Federal Labor Standards Act ("FLSA") and Massachusetts state law. In general, exempt employees are those engaged in executive, managerial, high-level administrative and professional jobs who are paid a fixed salary and perform certain duties. In addition, certain commissioned sales employees and highly paid computer professionals are exempt. Exempt employees are not subject to the minimum wage and overtime laws.
- 3.1.3. **Non-exempt Employees** - Employees whose positions do not meet specific tests established by the FLSA and Massachusetts state law. All employees who are covered by the federal or state minimum wage and overtime laws are considered non-exempt. Employees working in non-exempt jobs are entitled to be paid at least the minimum wage per hour and a premium for overtime.
- 3.1.4. **Regular Employee** - Employees who are hired to work on a regular schedule. Such employees can be either full-time or part-time. The distinction between full-time and part-time depends upon the number of hours that an employee works.
- 3.1.5. **Full-Time Employee**- Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work a schedule of 40 hours per work week.
- 3.1.6. **Part-Time Employee** - Employees who are not temporary employees, independent contractors, or independent consultants and who are regularly scheduled to work less than 40 hours per work week.
- 3.1.7. **Temporary Employees** - Employees who are hired as interim replacements to temporarily supplement the workforce or to assist in the completion of a specific

project. Employment assignments in this category are of limited duration and the temporary employee can be let go before the end of the defined period. Short term assignments generally are periods of three (3) months or less, however, such assignments may be extended. All Temporary employees are at-will regardless of the anticipated duration of the assignment [see Employment-at-Will Policy). Temporary employees retain that status unless and until notified in writing of a change.

- 3.1.8. **Independent Contractor or Consultant** - These individuals are not employees of the Company and are self-employed. An independent contractor or consultant is engaged to perform a task according to his/her own methods and is subject to control and direction only as to the results to be accomplished. Independent contractors or consultants are not entitled to benefits.
- 3.1.9. Each employee will be advised of his or her status at the time of hire and any change in status. Regardless of the employee's status, the employee is employed at-will and the employment relationship can be terminated by the Company or the employee at any time, with or without cause.

### **3.2. Equal Employment Opportunity & American with Disabilities Act.**

- 3.2.1. It is the policy of the Company to provide equal employment opportunities to all employees and employment applicants without regard to unlawful considerations of race, religion, creed, color, national origin, sex, sexual orientation, gender identity, age, ancestry, physical or mental disability, medical condition including medical characteristics, marital status or any other classification protected by applicable local, state or federal laws. This policy prohibits unlawful discrimination based on the perception that anyone has any of those characteristics, or is associated with a person who has or is perceived as having any of those characteristics. This policy applies to all aspects of employment, including, but not limited to, hiring, job assignment, working conditions, compensation, promotion, benefits, scheduling, training, discipline and termination. Reasonable accommodation is available for qualified individuals with disabilities, upon request.
- 3.2.2. The Company expects all employees to support our equal employment opportunity policy, and to take all steps necessary to maintain a workplace free from unlawful discrimination and harassment.
- 3.2.3. In compliance with the Americans with Disabilities Act (ADA), the Company provides accommodation to the disabled to the full extent required by law. The Company may require medical certification of both the disability and the need for accommodation. Keep in mind that the Company can only seek to accommodate the known physical or mental limitations of an otherwise qualified disabled individual. Therefore, it is your responsibility to come forward if you are in need of an accommodation. The Company will engage in an interactive process with the employee to identify possible accommodations, if any will help the applicant or employee perform the job. We further recognize that employees with life threatening illnesses, including but not limited to cancer, heart disease and AIDS, may wish to continue engaging in as many of their normal pursuits as their condition allows, including work. As long as these employees are able to meet

acceptable performance standards with or without reasonable accommodation, and medical evidence indicates that their working does not present a substantial threat to themselves or others, they will be permitted to do so.

### **3.3. Diversity Plan (see separate SOP)**

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

### **3.4. Maintaining Confidentiality.** As per 935 CMR 500.105(1)

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

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

- 3.5.1. The Company recognizes that the employment of relatives in certain circumstances, such as when they will work in the same department, or supervise or manage the other, or have access to confidential or sensitive information regarding the other, can cause problems related to supervision, safety, security or morale, or create conflicts of interest that materially and substantially disrupt the Company's operations. When the Company determines any of these problems will be present, it will decline to hire an individual to work in the same department as a relative of an existing employee. Relatives subject to this policy include: father, mother, sister, brother, current spouse or domestic partner, child (natural, foster, or adopted), current mother-in-law, current father-in-law, grandparent, or grandchild.
- 3.5.2. If present employees become relatives during employment, the Company

should be notified so that we may determine whether a problem involving supervision, safety, security or morale, or a conflict of interest that would materially and substantially disrupt the Company's operations exists. If the Company determines that such a problem exists, the Company will take appropriate steps to resolve the problem, which may include reassignment of one relative (if feasible) or asking for the resignation of one of the relatives.

### **3.6. Introductory Period**

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

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

- 3.7.1. The Company maintains a personnel file and payroll records for each employee as required by law. Personnel files and payroll records are the property of the Company and may not be removed from Company premises without written authorization. Because personnel files and payroll records are confidential, access to the records is restricted. Generally, only those who have a legitimate reason to review information in an employee's file are allowed to do so. Disclosure of personnel information to outside sources will be limited. However, the Company will cooperate with requests from authorized law enforcement or local, state, or federal agencies conducting official investigations and as otherwise legally required.
- 3.7.2. Employees may contact a Human Resources representative to request a time to review their payroll records and/or personnel file. With reasonable advance notice, an employee may review his or her own records in the Company's offices and in the presence of an individual appointed by the Company to maintain the records. No copies of documents in your file may be made, with the exception of documents that you have previously signed, or documents that may be obtained by you subject to state and/or federal law. You may add your comments to any disputed item in the file.
- 3.7.3. By policy, the Company will provide only the former or present employee's dates of employment and position(s) held with the Company and eligibility for rehire, if



asked. Compensation information may also be verified if written authorization is provided by the employee.

### **3.8. Privacy**

3.8.1. The Company is respectful of employee privacy. All employee demographic and personal information will be shared only as required in the normal course of business. If a healthcare plan becomes available in the future, healthcare enrollment information will be kept in a separate folder from other human resources forms. Workers' Compensation information is not considered private healthcare information; however, this information will be released only on a need-to-know basis.

3.8.2. The Company does not make or receive any private healthcare information through the course of normal work. If any employee voluntarily shares private healthcare information with a member of management, this information will be kept confidential. If applicable, the Company will set up guidelines for employees and management to follow to ensure that company employees conform to the requirements of the Health Insurance Portability and Accountability Act (HIPAA).

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

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

### **3.10. Religious Accommodation**

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

### **3.11. Political Neutrality**

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

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

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

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

### **4.2. Overtime**

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

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

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

### **4.4. Time Cards**

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

### **4.5. Payroll Deductions**

- 4.5.1. Various payroll deductions are made each payday to comply with federal and state laws pertaining to taxes and insurance. Deductions will be made for the following: Federal and State Income Tax Withholding, Social Security, Medicare, State Disability Insurance & Family Temporary Disability Insurance, and other items designated by you or required by law (including a valid court order). You can adjust your federal and state income tax withholding by completing the proper federal or state form and submitting it to Accounting. At the start of each calendar year, you will be supplied with your Wage and Tax Statement (W-2) form for the prior year. This statement summarizes your income and deductions for the year.

### **4.6. Wage Garnishment**

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

Even if you have already paid the debt, we still need the legal papers to stop the garnishment.

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

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

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

### **5.2. Prohibited Conduct**

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

### **5.3. Complaint Procedure**

- 5.3.1. Employees or contract workers who feel that they have been harassed or discriminated against, or who witness any harassment or discrimination by an employee, contract worker, customer, vendor or anyone else who does business with the Company, should immediately report such conduct to their supervisor or any other member of management.
- 5.3.2. Do not allow an inappropriate situation to continue by not reporting it, regardless of who is creating the situation. No employee, contract worker, customer, vendor

or other person who does business with this organization is exempt from the prohibitions in this policy. In response to every complaint, the Company will conduct an investigation and, if improper conduct is found, take appropriate corrective action.

- 5.3.3. To the extent that an employee or contract worker is not satisfied with the Company's handling of a harassment or discrimination complaint, he or she may also contact the appropriate state or federal enforcement agency for legal relief.

#### **5.4. Attendance**

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

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

- 5.5.1. As an at-will employer, the Company may impose discipline whenever it determines it is necessary or appropriate. Discipline may take various forms, including verbal counseling, written warnings, suspension, demotion, transfer, reassignment or termination. The discipline imposed will depend on the circumstances of each case; therefore, discipline will not necessarily be imposed in any particular sequence. Moreover, at any time the Company determines it is appropriate, an employee may be discharged immediately.
- 5.5.2. Every organization must have certain standards of conduct to guide the behavior of employees. Although there is no possible way to identify every rule of conduct, the following is an illustrative list (not intended to be comprehensive or to limit the Company's right to impose discipline for any other conduct it deems inappropriate]. Keep in mind that these standards of conduct apply to all employees whenever they are on Company property and/or conducting Company business (on or off Company property]. Engaging in any conduct the Company deems inappropriate may result in disciplinary action, up to and including termination. Such conduct may include:
  - 5.5.2.1. Dishonesty;
  - 5.5.2.2. Any agent found to have diverted marijuana, engaged in unsafe practices, or been convicted or entered a guilty plea for a felony charge of distribution of a drug to a minor may be subject to immediate dismissal.
  - 5.5.2.3. Falsification of Company records;
  - 5.5.2.4. Unauthorized use or possession of property that belongs to the Company, a coworker, or member of the public;
  - 5.5.2.5. Possession or control of illegal drugs, weapons, explosives, or other dangerous or unauthorized materials;
  - 5.5.2.6. Fighting, engaging in threats of violence or violence, use of vulgar or

- abusive language, horseplay, practical jokes or other disorderly conduct that may endanger others or damage property;
- 5.5.2.7. Insubordination, failure to perform assigned duties or failure to comply with the Company's health, safety or other rules;
  - 5.5.2.8. Unauthorized or careless use of the Company's materials, equipment or property;
  - 5.5.2.9. Unauthorized and/or excessive absenteeism or tardiness;
  - 5.5.2.10. Lack of teamwork, poor communication, unsatisfactory performance, unprofessional conduct, or conduct improper for the workplace;
  - 5.5.2.11. Sexual or other illegal harassment or discrimination;
  - 5.5.2.12. Unauthorized use or disclosure of the Company's confidential information;
  - 5.5.2.13. Violation of any Company policy.

## **5.6. Dress Code**

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

## **5.7. Safety**

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

## **5.8. Substance and Abuse**

- 5.8.1. The Company is committed to providing its employees with a safe and productive work environment. In keeping with this commitment, it maintains a strict policy against the use of alcohol, smoking, and the unlawful use of drugs in the workplace to be in compliance with 935 CMR 500.105 (1). Consequently, no employee may consume or possess alcohol, or use, possess, sell, purchase or transfer illegal drugs at any time while on the Company's premises or while using the Company vehicles or equipment, or
- 5.8.2. No employee may report to work with illegal drugs (or their metabolites) or alcohol in his or her bodily system. The only exception to this rule is that employees may engage in moderate consumption of alcohol that may be served and/or consumed as part of an authorized Company social or business event.
- 5.8.3. "Illegal drug" means any drug that is not legally obtainable or that is legally obtainable but has not been legally obtained in accordance with the Laws of the Commonwealth of Massachusetts. It includes prescription drugs not being used for prescribed purposes or by the person to whom it is prescribed or in prescribed

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

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

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

## **5.9. Workplace Searches**

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

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

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

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

## **5.10. Social Media Policy**

5.10.1. The Company is committed to utilizing social media to enhance its profile and reputation, to listen and respond to customer opinions and feedback, and to drive revenue, loyalty and advocacy. We encourage employees to support our activities through their personal social networking channels while adhering to the guidelines outlined in this section. For the purpose of this section, social media and networking refers to the use of web-based and mobile applications for social interaction and the exchange of user generated content. Social media channels can include, but are not limited to: Facebook, Twitter, LinkedIn, YouTube, blogs, review sites, forums, online communities and any similar online platforms.

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

5.10.3. The Company and its employees are committed to conducting ourselves in

accordance with best industry practices in social networking, to being responsible citizens and community members, to listening and responding to feedback, and to communicating in a courteous and professional manner. Behavior and content that may be deemed disrespectful, dishonest, offensive, harassing or damaging to the company's interests or reputation are not permitted.

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

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

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

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

### **6.1. General**

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

## **6.2. COBRA**

- 6.2.1. Under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986, if you are covered under the Company's group health insurance plan(s) you are entitled to continue your coverage in the event that your employment with the Company ends. Under COBRA, the Company must offer each qualified beneficiary (the employee and any covered dependents) who would otherwise lose coverage under the plan as a result of a qualifying event an opportunity to continue their insurance coverage. A qualifying event is defined as termination of employment, a reduction in the number of hours of employment, death of covered employee, divorce or legal separation, a dependent child ceases to be dependent, eligibility of the covered employee for Medicare, or an employer's bankruptcy.

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

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

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

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

## **6.5. Unemployment Insurance**

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

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

## **7.1. General**

- 7.1.1. While regular attendance is crucial to maintain business operations, the Company recognizes that, for a variety of reasons, employees may need time off from work. The Company has available a number of types of leaves of absence.



Some are governed by law and others are discretionary. For all planned leaves, however, employees must submit a request at least 14 days in advance; in case of emergencies, employees should submit the request as soon as they become aware of the need for leave. All leaves must have the approval of the Company management. If, during a leave, an employee accepts another job, engages in other employment or consulting outside of the Company, or applies for unemployment insurance benefits, the employee may be considered to have voluntarily resigned from employment with the Company.

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

## **7.2. Sick Days**

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

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

- 7.3.1. Employees who are disabled on account of pregnancy, childbirth, or a related medical condition may request an unpaid leave of absence. Such leave will be granted for the period of disability, up to a maximum of four months. Time off may be requested for prenatal care, severe morning sickness, doctor-ordered bed rest, childbirth, and recovery from childbirth.
- 7.3.2. Leave provided for pregnancy disability is treated separately from leaves required by the state family and medical leave law. However, the first 12 workweeks of a pregnancy disability leave will be treated concurrently as a leave pursuant to the federal Family and Medical Leave Act ("FMLA") for all eligible employees.
- 7.3.3. Employees who wish to take a pregnancy disability leave must notify Human Resources of the date the leave is expected to commence and the estimated duration of the leave. Notice should be given as indicated above. The employee must also provide a medical certification of disability to the Company. Failure to provide the required medical certification to the Company in a timely manner will result in delay or denial of leave. Before returning to work, the employee must provide a medical certification that she is able to resume her original job duties. Appropriate forms may be obtained from Human Resources.
- 7.3.4. Employees who return to work immediately following the expiration of an approved pregnancy disability leave will generally be reemployed in their

former position or a comparable job, as required by law.

- 7.3.5. Employees who are affected by pregnancy may also be eligible to transfer to a less strenuous or hazardous position or duties, provided certain prerequisites are met. Reasonable accommodations may be requested with the advice of the employee's health care provider. In addition, lactation accommodation is also available, upon request. For more information on pregnancy disability leave or transfer and its effect on the terms, conditions or benefits of employment, please contact Human Resources.

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

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

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

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

## 1. Environmental Policies and Procedures -

- a. We endeavor to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts to be compliant with 935 CMR 500.105(15). These efforts include, but are not limited to;
  - i. In accordance with 935 CMR 500.103(4), we will, at the time of license renewal, provide a report that documents our energy and water usage over the preceding 12-month period.
  - ii. The use of natural light where possible. We use natural light where possible and only utilize supplemental lighting when needed. Our lighting system is LED-based and offers substantial energy savings.
  - iii. While not initially feasible, we hope to explore the addition of a photo-voltaic array to supplement and offset electrical demand through a renewable energy source.
  - iv. We will closely follow the development, viability, and availability of energy technology and will incorporate energy-saving systems into their technical operations once their value has been demonstrated. We are committed to the adoption and application of any technology that may practically and reliably reduce our electric demand.
  - v. We will actively pursue engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
  - vi. Implement strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage if feasible.)
- b. We shall satisfy minimum energy efficiency and equipment standards established by the Commission and meet all applicable environmental laws, regulations, permits and other applicable approvals, including those related to water quality and solid and hazardous waste management under 935 CMR 500.103(2).
- c. We shall adopt and use additional best management practices as determined by the Commission, in consultation with the working group established under St. 2017, c. 55, § 78(b), to reduce energy and water usage, engage in energy conservation and mitigate other environmental impacts, and shall provide energy and water usage reporting to the Commission in a form determined by the Commission.
- d. We will adhere to the following minimum energy efficiency and equipment standards;
  - i. The building envelope for our facilities except greenhouses, will meet minimum Massachusetts Building Code requirements and all Massachusetts amendments (790 CMR: State Building Code), International Energy Conservation Code (IECC) Section C.402 or The American Society of Heating, Refrigerating and Air-conditioning

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

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