



Massachusetts Cannabis Control Commission

Marijuana Cultivator

General Information:

License Number: MC283685
Original Issued Date: 04/24/2023
Issued Date: 04/24/2023
Expiration Date: 04/24/2024

ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Neamat LLC

Phone Number: 401-743-0111 Email Address: jsahagian@cox.net

Business Address 1: 290 Millville Rd Business Address 2:

Business City: Uxbridge Business State: MA Business Zip Code: 01569

Mailing Address 1: 248 S. Pier Rd Mailing Address 2:

Mailing City: Narragansett Mailing State: RI Mailing Zip Code: 02882

CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Woman-Owned Business

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: 51

Percentage Of Control: 51

Role: Owner / Partner

Other Role:

First Name: Grace

Last Name: Sahagian

Suffix:

Gender: Female

User Defined Gender:

Date generated: 05/01/2023

Page: 1 of 6

What is this person's race or ethnicity?: Middle Eastern or North African (Lebanese, Iranian, Egyptian, Syrian, Moroccan, Algerian)

Specify Race or Ethnicity: Narragansett

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 49

Percentage Of Control: 49

Role: Owner / Partner

Other Role:

First Name: John

Last Name: Sahagian

Suffix:

Gender: Male

User Defined Gender:

What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)

Specify Race or Ethnicity:

ENTITIES WITH DIRECT OR INDIRECT AUTHORITY

No records found

CLOSE ASSOCIATES AND MEMBERS

No records found

CAPITAL RESOURCES - INDIVIDUALS

Individual Contributing Capital 1

First Name: John

Last Name:

Suffix:

Sahagian

Types of Capital: Monetary/Equity, Debt, Land,
Buildings

Other Type of
Capital:

Total Value of the Capital Provided:
\$100000

Percentage of Initial Capital:
100

Capital Attestation: Yes

CAPITAL RESOURCES - ENTITIES

No records found

BUSINESS INTERESTS IN OTHER STATES OR COUNTRIES

No records found

DISCLOSURE OF INDIVIDUAL INTERESTS

Individual 1

First Name: John

Last Name: Sahagian

Suffix:

Marijuana Establishment Name: Bare Naked Green LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge

Marijuana Establishment State: MA

Individual 2

First Name: John

Last Name: Sahagian

Suffix:

Marijuana Establishment Name: Bare Naked Greens

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Uxbridge

Marijuana Establishment State:
MA

Individual 3

First Name: John

Last Name: Sahagian

Suffix:

Marijuana Establishment Name: Neamat LLC

Business Type: Marijuana Cultivator

Marijuana Establishment City: Uxbridge

Marijuana Establishment State: MA

Individual 4

First Name: John

Last Name: Sahagian

Suffix:

Marijuana Establishment Name: Neamat LLC

Business Type: Marijuana Product Manufacture

Date generated: 05/01/2023

Page: 2 of 6

Marijuana Establishment City: Uxbridge Marijuana Establishment State: MA

Individual 5

First Name: Grace Last Name: Sahagian Suffix:
Marijuana Establishment Name: Neamat LLC Business Type: Marijuana Cultivator
Marijuana Establishment City: Uxbridge Marijuana Establishment State: MA

Individual 6

First Name: Grace Last Name: Sahagian Suffix:
Marijuana Establishment Name: Neamat LLC Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Uxbridge Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 290 Millville Rd
Establishment Address 2:
Establishment City: Uxbridge Establishment Zip Code: 01569
Approximate square footage of the Establishment: 15000 How many abutters does this property have?: 16
Have all property abutters have been notified of the intent to open a Marijuana Establishment at this address?: Yes
Cultivation Tier: Cultivation Environment:

FEE QUESTIONS

Cultivation Tier: Tier 02: 5,001 to 10,000 sq. ft. Cultivation Environment: Indoor

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Certification of Host Community Agreement	Neamat - HCA Certification .pdf	pdf	61e9b267d04772090d59f1b6	01/20/2022
Plan to Remain Compliant with Local Zoning	Plan to address local Bylaws.pdf	pdf	6214fd655099080851f3d963	02/22/2022
Community Outreach Meeting Documentation	HCA Community Outreach Affidavit.pdf	pdf	63514845cb5f040007ba3895	10/20/2022
Community Outreach Meeting Documentation	Attachment A.pdf	pdf	63b6ebfea0fd020008f15a90	01/05/2023
Community Outreach Meeting Documentation	Attachment B.pdf	pdf	63b6ec0ba0fd020008f15aa4	01/05/2023
Community Outreach Meeting Documentation	Attachment C pt 1.pdf	pdf	63b6ef3052253500085d130a	01/05/2023
Community Outreach Meeting Documentation	Attachment C pt 2.pdf	pdf	63b6ef3ea0fd020008f16320	01/05/2023
Community Outreach Meeting Documentation	community outreach attest form 2023.pdf	pdf	63b6f76aa0fd020008f17b3b	01/05/2023

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

PLAN FOR POSITIVE IMPACT

Plan to Positively Impact Areas of Disproportionate Impact:

Document Category	Document Name	Type	ID	Upload Date
Other	Friendly House.pdf	pdf	6215332035cb3e08f7224fd1	02/22/2022
Plan for Positive Impact	Positive Impact Plan Indoor 23.pdf	pdf	63e40432a8e27500071eacc5	02/08/2023

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

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

Individual Background Information 2

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

ENTITY BACKGROUND CHECK INFORMATION

No records found

MASSACHUSETTS BUSINESS REGISTRATION

Required Business Documentation:

Document Category	Document Name	Type	ID	Upload Date
Articles of Organization	Cert of Org.pdf	pdf	61e9c140dc96b108e5514f7c	01/20/2022
Bylaws	Bylaws signed 10.3.21.pdf	pdf	61eea62535cb3e08f721aa52	01/24/2022
Secretary of Commonwealth - Certificate of Good Standing	Sec of Comm Cert of Good Standing Neamat.jpg	jpeg	61f03400d04772090d5a08a4	01/25/2022
Articles of Organization	Operating Agreement Signed pt1.pdf	pdf	623e02da53957f0008694d89	03/25/2022
Articles of Organization	Operating Agreement Signed pt2.pdf	pdf	623e02e953957f0008694db5	03/25/2022
Department of Revenue - Certificate of Good standing	DOR Cert of good standing.pdf	pdf	628b9e3c3bea2b0008c3cac0	05/23/2022
Department of Revenue - Certificate of Good standing	UI cert of good standing.pdf	pdf	628b9ecdeb816b0008635e73	05/23/2022

No documents uploaded

Massachusetts Business Identification Number: 001404674

Doing-Business-As Name:

DBA Registration City: Not Applicable

Date generated: 05/01/2023

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	Plan for Obtaining Liability Insurance.pdf	pdf	61ef0d7ea828d708f050da43	01/24/2022
Business Plan	Business Plan - Neamat w.indoor .pdf	pdf	61ef0d968d09e508d6112054	01/24/2022
Proposed Timeline	Timeline revised e3 1.24.22.pdf	pdf	621500a78dbcc309066431a6	02/22/2022

OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Policies and Procedures for cultivating.	SOP Cultivation.pdf	pdf	61fc1c927c2bdd089a1f5304	02/03/2022
Restricting Access to age 21 and older	SOP Restricting Access 21.pdf	pdf	61fc1ca525efbc089301150d	02/03/2022
Security plan	SOP Security Policies and Procedures.pdf	pdf	61fc1cbd5099080851f3787d	02/03/2022
Prevention of diversion	SOP Anti Diversion.pdf	pdf	61fc1cdb71cb7908795905ad	02/03/2022
Storage of marijuana	SOP Storage.pdf	pdf	61fc1ceee95b8c08888169b0	02/03/2022
Transportation of marijuana	SOP Trans. Manifest & Security.pdf	pdf	61fc1d108d09e508d6115a70	02/03/2022
Inventory procedures	SOP Inventory.pdf	pdf	61fc1d21d3dbc608cfa6a86	02/03/2022
Quality control and testing	SOP Quality Control.pdf	pdf	61fc1d34d04772090d5a3d9f	02/03/2022
Dispensing procedures	SOP Dispensing.pdf	pdf	61fc1d4be95b8c08888169b4	02/03/2022
Personnel policies including background checks	SOP Hiring.pdf	pdf	61fc1d62ea0b000858e8ab6c	02/03/2022
Record Keeping procedures	SOP Record Keeping.pdf	pdf	61fc1d7625efbc0893011519	02/03/2022
Maintaining of financial records	SOP Maint of Financial Records.pdf	pdf	61fc1d8435cb3e08f721ebce	02/03/2022
Qualifications and training	SOP Qualifications.pdf	pdf	61fc1da08dbcc3090663d16f	02/03/2022
Energy Compliance Plan	Neamat Energy & Env. Compliance.pdf	pdf	61fc1db1dc96b108e5519ad4	02/03/2022
Diversity plan	Friendly House.pdf	pdf	6215343a7c2bdd089a1fb793	02/22/2022
Diversity plan	SOP Diversity 2022.pdf	pdf	636aac61bd58f900087e1c30	11/08/2022

ATTESTATIONS

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

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

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

Notification:

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

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

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

ADDITIONAL INFORMATION NOTIFICATION

Notification:

COMPLIANCE WITH POSITIVE IMPACT PLAN

No records found

COMPLIANCE WITH DIVERSITY PLAN

No records found

HOURS OF OPERATION

Monday From: 7:00 AM	Monday To: 7:00 PM
Tuesday From: 7:00 AM	Tuesday To: 7:00 PM
Wednesday From: 7:00 AM	Wednesday To: 7:00 PM
Thursday From: 7:00 AM	Thursday To: 7:00 PM
Friday From: 7:00 AM	Friday To: 7:00 PM
Saturday From: 7:00 AM	Saturday To: 7:00 PM
Sunday From: 7:00 AM	Sunday To: 7:00 PM

Host Community Agreement Certification Form

The applicant and contracting authority for the host community must complete each section of this form before uploading it to the application. Failure to complete a section will result in the application being deemed incomplete. Instructions to the applicant and/or municipality appear in italics. Please note that submission of information that is “misleading, incorrect, false, or fraudulent” is grounds for denial of an application for a license pursuant to 935 CMR 500.400(1).


Applicant

I, Grace Sahagian, (insert name) certify as an authorized representative of Neamat, LLC (insert name of applicant) that the applicant has executed a host community agreement with Uxbridge, MA (insert name of host community) pursuant to G.L.c. 94G § 3(d) on January 16, 2020 (insert date).


Signature of Authorized Representative of Applicant

Host Community

I, Steven A. Sette, (insert name) certify that I am the contracting authority or have been duly authorized by the contracting authority for Uxbridge, MA (insert name of host community) to certify that the applicant and Uxbridge, MA (insert name of host community) has executed a host community agreement pursuant to G.L.c. 94G § 3(d) on January 16, 2020 (insert date).


Signature of Contracting Authority or
Authorized Representative of Host Community

Plan to address local Zoning laws

Neamat, LLC, a proposed Indoor Grow Marijuana facility at 290 Millville Road, Uxbridge, MA 01569, is located in the Industrial Zone A zoning district where adult-use zoning bylaws permit this use “by right”. The establishment is allowed at the premises as a matter of right according to the towns zoning bylaws and does not require a Special Permit for the use. A special permit is be required for any buildings over 20,000 square feet. Furthermore, the town has entered into a Community Host Agreement with Neamat to allow a cultivation and product manufacturing facility on the premises. Please see attachment for a copy of the town’s marijuana bylaws.

The proposed facility is outside of the state’s Buffer Zone and is greater than 500 feet away from the nearest existing public or private school providing K through 12 education.

When the land has received all required state and local permits and approvals through the current owner, BNG or its affiliated land holding company will apply for the municipal building permit and expects to have the Certificate of Occupancy granted within 12 months.

Neamat, LLC will work cooperatively with the local officials in Uxbridge to ensure compliance with all local codes and zoning bylaws.



Neamat LLC
290 Millville Rd
Uxbridge MA 01569
774/737-6486
www.neamat.co

October 19, 2022

Neamat LLC, Community Outreach Documentation

Neamat LLC has an operating outdoor cultivation business, licensed under the HCA that this license is being applied for under. Neamat's HCA was granted by the host community in 2020 on which the first operating license for Outdoor Cultivation, was based in 2021. Neamat now has a second license for Product Manufacturing (provisional) awaiting final license approval by the Commission based on the same HCA. The only HCA that is required by the host community is this same HCA. This original HCA does specifically allow for cultivation in the agreement and the town of Uxbridge does not differentiate between outdoor and indoor cultivation by right in it's bylaws.

Neamat is unaware of how to inform abutters of a process that explains the company's plans to apply to the host community for an HCA that already exists.

John Sahagian
President

Attachment X

Order Confirmation

Not an Invoice

Account Number:	885452
Customer Name:	Neamat LLC
Customer Address:	Neamat LLC 290 Millville RD Uxbridge MA 01569-1674
Contact Name:	Laurie Jacob
Contact Phone:	7747376486
Contact Email:	liacob@neamat.co
PO Number:	

Date:	12/09/2022
Order Number:	8182071
Prepayment Amount:	\$ 0.00 155.76

Column Count:	1.0000
Line Count:	22.0000
Height In Inches:	0.0000

Print

Product	#Insertions	Start - End	Category
NEO WOR Telegram & Gazette	3	12/15/2022 - 12/29/2022	Public Notices
NEO WOR telegram.com	3	12/15/2022 - 12/29/2022	Public Notices

OR
thursdays

15

22

29

Total Order Confirmation

\$155.76

Attachment 4

Uxbridge MA – Public Meeting Notice

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for January 4, 2023, at 5:30 pm at Town Hall Lower Meeting Room 21 South Main Street Uxbridge, MA 01569. The proposed Marijuana Cultivation, Marijuana Product Manufacturing, Testing and Research and Development and Marijuana Transportation business is anticipated to be located at 290 Millville Rd Uxbridge, MA 01569. There will be an opportunity for the public to ask questions.

12/15 12/22 12/29 2022

Attachment B

POSTED UXB TOWN CLERK
2022 DEC 8 AM 11:52

Uxbridge MA, Public Meeting Notice –

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for 5:30 pm on January 4, 2023 at Town Hall, first floor - left Meeting room - 21 S. Main Street, Uxbridge MA 01569. The proposed Marijuana Cultivation business is anticipated to be located at 290 Millville Rd, Uxbridge MA 01569 and 0 South Main Street Map 30 Lot 1289. There will be an opportunity for the public to ask questions.

Hosted by;
Neamat LLC
John Sahagian
President



Certificate of Mailing — Firm (Domestic)

Attachment C

Name and Address of Sender

Nearmat LLC 290 Millville Rd, Uxbridge MA

TOTAL NO.
of Pieces Listed by Sender

42

TOTAL NO.
of Pieces Received at Post Office™

Affix Stamp Here

Postmaster, per (name of receiving employee)



U.S. POSTAGE PAID
UXBRIDGE, MA
01569
DEC 08 22
AMOUNT
\$21.00
R2305K131323-04



USPS® Tracking Number
Firm-specific Identifier

Address
(Name, Street, City, State, and ZIP Code™)

Postage

Fee

Special Handling

Parcel Airtift

100 ACRES LLC 248 S. PIER RD
NARRAGANSETT RI 02882

40 QUAKER HWY TRUST THISSE NICHOLAS H-TR
80 ACCESS RD NORWOOD MA 02062

BETTENCOURT DEREK R
364 MILLVILLE RD UXBRIDGE MA 01569

BOISVERT KATHY
36 SANDWOOD DR HARRISVILLE RI 02830-1300

BRADSHAW ERIC N IND
14 SUSAN PKWY UXBRIDGE MA 01569

BRADSHAW PAUL & LEAH TE
7 SUSAN PKWY UXBRIDGE MA 01569



UNITED STATES
POSTAL SERVICE®

Attachment C

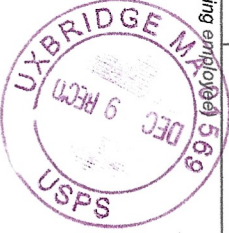
Name and Address of Sender

Neamat LLC 290 Millville Rd, Uxbridge MA

TOTAL NO.
of Pieces Listed by Sender

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Firm-specific Identifier

Address
(Name, Street, City, State, and ZIP Code™)

Postage

Fee

Special Handling

Parcel Airft

1

BROGIOLI CHARLES M & JUDITH C
PO BOX 194 UXBRIDGE MA 01569-0194

2

CAPOGNA FRANK ROBERT LEVENTER SARAH TE
19 SUSAN PKWY UXBRIDGE MA 01569

3

CASWELL DONNAL & MILES L
310 MILLVILLE RD UXBRIDGE MA 01569

4

COURT FACILITIES BUREAU SUFFOLK COUNTY COURTH
3 PEMBERTON SQUARE RM 106 BOSTON MA 02108

5

FAIRHURST JOHN O IV
21 ARCADE ST WHITINSVILLE MA 01588-1823

6

FISHER TODD D & KIMBERLY A TE
361 MILLVILLE RD UXBRIDGE MA 01569



Certificate of Mailing — Firm (Domestic)

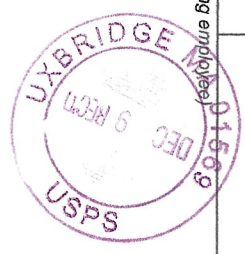
Attachment C

Name and Address of Sender: Neamat LLC 290 Millville Rd, Uxbridge MA

TOTAL NO. of Pieces Listed by Sender: 42

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airift
1	FOLEY COLLEEN M 335 MILLVILLE RD UXBRIDGE MA 01569				
2	GARCIA SERGIO L 369 MILLVILLE RD UXBRIDGE MA 01569-1635				
3	HAWKINS GEORGE P & JEAN R TE 379 MILLVILLE RD UXBRIDGE MA 01569				
4	JACARUSO NATALIE R & JACARUSO MATTHEW J 18 SUSAN PKWY UXBRIDGE MA 01569				
5	JACKMAN ARTHUR A & JANE V PO BOX 104 UXBRIDGE MA 01569-0104				
6	LEMON SCOTT M 329 MILLVILLE RD UXBRIDGE MA 01569				



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Attachment C

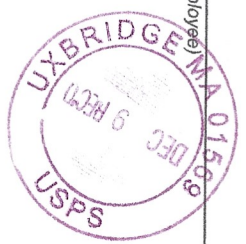
Name and Address of Sender

Neamat LLC 290 Millville Rd, Uxbridge MA

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Firm-specific Identifier

Address
(Name, Street, City, State, and ZIP Code™)

Postage Fee Special Handling Parcel Airift

1

MACKINNON MILDRED D LIFE TENT HALL TRACY I REM
28 SUSAN PKWY UXBRIDGE MA 01569-1642

2

OLEARY ANDREW FRANCIS RICHARDSON SAMANTHA
346 MILLVILLE RD UXBRIDGE MA 01569-1634

3

ORPHIN MICHELLE A & GLEN J
24 SUSAN PKWY UXBRIDGE MA 01569

4

PALINKAS CAMELLIA R & STEPHEN
3 SUSAN PKWY UXBRIDGE MA 01569

5

PASZKEWICZ FLORA C LIFE EST PASZKEWICZ JOHN F R
22 SUSAN PKWY UXBRIDGE MA 01569

6

PINHEIRO DEBRA
325 MILLVILLE RD UXBRIDGE MA 01569-1635



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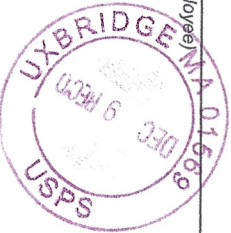
Neamat LLC 290 Millville Rd, Uxbridge MA

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USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airtel
1	POWERS BONNIE L 339 MILLVILLE RD UXBRIDGE MA 01569-1635				
2	PROVIDENCE & WORCESTER CO 75 HAMMOND ST WORCESTER MA 01610				
3	ROSBOROUGH PAUL M & HELEN J LT ROSBOROUGH J/MORVAN J/ACOVELL 6 SUSAN PKWY UXBRIDGE MA 01569-1642				
4	PALINKAS CAMELLIA R & STEPHEN 3 SUSAN PKWY UXBRIDGE MA 01569				
5	ROSENBURG ADAM J 30 SUSAN PKWY UXBRIDGE MA 01569				
6	SARRASIN DAVID & CATHERINE TE 354 MILLVILLE RD UXBRIDGE MA 01569-1634				



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Affix Stamp Here
Postmark with Date of Receipt.

USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	Postage	Fee	Special Handling	Parcel Airlift
1	SAW REALTY TRUST AUDET JOHN W-TR 9 LUNDVALL RD MENDON MA 01756				
2	SAWYER HEATHER 374 MILLVILLE RD UXBRIDGE MA 01569-1634				
3	SCUNGIO JAMES A & BARBARA A 315 MILLVILLE RD UXBRIDGE MA 01569				
4	STAFFIER THOMAS C & BERGER KATHERINE JT 0353 MILLVILLE RD UXBRIDGE MA 01569-1635				
5	TAMSKY ERZA & CLAUDIA TE 10 SUSAN PKWY UXBRIDGE MA 01569				
6	THIBAUT JAMIE M & ABRUZZI ELIZABETH A JTRS 38 MILK ST MILLVILLE MA 01529				



UNITED STATES
POSTAL SERVICE®

Attachment C

Name and Address of Sender

Neamat LLC 290 Millville Rd, Uxbridge MA

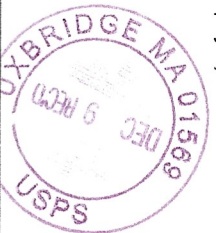
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Postmaster, per (name of receiving employee)



USPS® Tracking Number
Firm-specific Identifier

Address
(Name, Street, City, State, and ZIP Code™)

Postage

Fee

Special Handling

Parcel Airift

TOWN OF UXBRIDGE

DEEP-PROVIDENCE & WORCESTER RA

21 S MAIN ST UXBRIDGE MA 01569-1851

TUN-INSKI NEIL P & BARBARA L

001 SUSAN PKWY UXBRIDGE MA 01569-1642

TUR-AYNE MICHAEL C

15 S ISAN PKWY UXBRIDGE MA 01569

UXB RIDGE CENTER CROSSING LLC

100 HURCH ST WHITINSVILLE MA 01588

UXB RIDGE-MILLBURY REALTY LLC

80 A JCESS RD NORWOOD MA 02062

WAS SENAR HAROLD

64 C NTENNIAL CT UXBRIDGE MA 01569-1508

WEST JENNIE F

FAH-Y TERRANCE M

15C BOCHDALE ST AUBURN MA 01501

Community Outreach Public Notice Template

The following template is provided to assist applicants seeking to be licensed as a Marijuana Establishment under 935 CMR 500.000, which establishes the regulatory requirements for adult use marijuana in the Commonwealth. This template is not legal advice. If you have questions regarding the legal requirements for licensure in the Commonwealth, you are encouraged to consult an attorney.

Notice is hereby given that a Community Outreach Meeting for a proposed Marijuana Establishment is scheduled for (insert date) at (insert time) at (insert location). The proposed (type(s) of Marijuana Establishment) is anticipated to be located at (insert address of proposed Marijuana Establishment). There will be an opportunity for the public to ask questions.



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): 1/4/2023
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:

12/15-22-29/2022

b. Name of publication:

Worcester
Telegraph & Gazette

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:

12/8/2022

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:

12/9/2022

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:

Neamat LLC

Name of applicant's authorized representative:

John Sahagian

Signature of applicant's authorized representative:



Neamat LLC – Plan for Positive Impact

Measurable Goal #1: Neamat LLC will provide both physical goods delivered to and financial support of Friendly House in Worcester, MA. They have multiple specific programs that we will support. Neamat will begin by selecting one and in subsequent years we will add programs to the list we support with both direct and financial assistance to all programs currently defined.

Program: Friendly House provides Social Services, Feeding Programs, Housing Services and Youth Programs to individuals and families affected by living in a disproportionality disadvantaged community and / or past and current drug convictions.

Direct assistance is the core of plan and will be items purchased and delivered by Neamat employees and or the owners that will target these specific groups outlined by the Director of Social Services Josephine Velez. The Indirect assistance component of our plan is to remain a source of fund raising as additional programs or needs arise with their facility. As evidenced through the collection and distribution records of Friendly House, these efforts and financial support will directly benefit lower income individuals in this disproportionately disadvantaged community.

The specific census tracts for Worcester where our plan is focused. We gathered our information on how to define census tracts here: https://masscannabiscontrol.com/wp-content/uploads/2018/04/05.13.20_Guidance_Identifying_Areas_of_Disproportionate_Impact.pdf.

Census Tracts we will be focusing on are :

730200
730500
731002
731203
731204
731300
731400
731500
731700
731800
732302
732400
732700
733000

Year 1 – Neamat will target the 12 – 16 “Teen” program buying winter clothing supplies including jackets socks and sweaters for 25 Teens. We will purchase and deliver these items to Friendly house. Neamat will spend approximately \$1000.00 for this first year and we have had no sales.

Year 2 - Neamat will do the same as in year 1 and add to this the Christmas Toys for kids buy purchasing and delivering at least 100 toys.

Year 3 – Neamat will do year 1 & Year 2 and add to this Holiday meal supplies for and supplemental grocery store gift cards for the Holiday Meals program.

Year 4 – Neamat will continue with all the above and work with Friendly House Management to find specific ways that we can both directly and financially support both individuals and their general efforts.

Year 5 - Neamat will continue with all the above and work with Friendly House Management to find specific ways that we can both directly and financially support both individuals and their general efforts.

Metric: Neamat LLC will gather information from Friendly House to determine if goal has been met. Neamat will also provide receipts for money spent on clothing, toys, etc. or monetary donations to Friendly House, if requested.

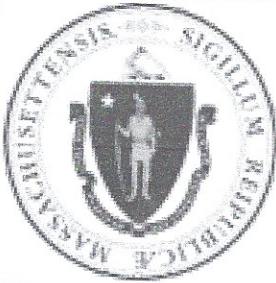
Measurable Goal #2: Neamat LLC will give priority hiring of new employees to residents of disproportionately impacted areas and Massachusetts residents who have had prior convictions for drugs, also their parents or spouses.

Program: Neamat LLC will also post jobs on Indeed, as needed, and state preference will be given to the above listed persons.

Metric: Neamat LLC will count the number of individuals who have past drug convictions or live in a disproportionately impacted area. This number will be assessed from the total number of hired individuals to ensure that 5% of all individuals hired fall within this goal.

Attestation:

1. Neamat LLC acknowledges and is aware, and will adhere to, the requirements set forth in 935 CRM 500.105(4) which defines the permitted and prohibited advertising, branding, marketing and sponsorship practices of every Marijuana Establishment: and
2. Any actions taken or programs instituted will not violate the Commission's regulations with respect to limitations on ownership or control or other applicable state laws.
3. Neamat LLC acknowledges that the progress or success of the plan must be documented upon renewal (1 year from provisional license and each year thereafter).



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: 001404674

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

2a. Location of its principal office:

No. and Street: 248 SOUTH PIER ROAD

City or Town: NARRAGANSETT

State: RI

Zip: 02882

Country: USA

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

No. and Street: 61 PAYSON STREET

City or Town: ATTLEBORO

State: MA

Zip: 02703

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:

MANUFACTURING

4. The latest date of dissolution, if specified:

5. Name and address of the Resident Agent:

Name: LAURA TOOTHAKER

No. and Street: 61 PAYSON STREET

City or Town: ATTLEBORO

State: MA

Zip: 02703

Country: USA

I, LAURA TOOTHAKER 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	GRACE SAHAGIAN	248 SOUTH PIER ROAD NARRAGANSETT, RI 02882 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.

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

Title	Individual Name First, Middle, Last, Suffix	Address (no PO Box) Address, City or Town, State, Zip Code
REAL PROPERTY	GRACE SAHAGIAN	248 SOUTH PIER ROAD NARRAGANSETT, RI 02882 USA

9. Additional matters:

SIGNED UNDER THE PENALTIES OF PERJURY, this 25 Day of February, 2020,
ARTHUR S. RUSSO JR ESQ.

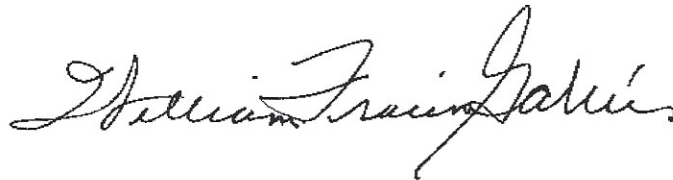
(The certificate must be signed by the person forming the LLC.)

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 25, 2020 04:17 PM

A handwritten signature in cursive script, reading "William Francis Galvin". The signature is written in dark ink and is positioned above the printed name and title.

WILLIAM FRANCIS GALVIN

Secretary of the Commonwealth

Neamat LLC – Corporate Bylaws

October 2, 2021

Neamat LLC's principal place of business is at 290 Millville Road in Uxbridge, MA.

Policies, Procedures and Operating Standards:

Specific policies and procedures are outlined in detail in our Standard Operating Procedures and Employee Handbook. The Director level policies are delivered through the specific job specification for each discipline or functional area. At this point, this new business is in a state of growth and realignment for department structure and market orientation and the related policies are therefore evolving with these adjustments.

Neamat LLC operating standard is to strive for excellence in delivery of quality product, while developing all contributors at all levels toward this goal. Highest order of integrity is required at all levels of the organization working within sound business practices, the regulations of 935 CMR 500 and to act as a good neighbor to the community in all endeavors.

Authorization of Directors:

Elected by the Founder and Co-founder John Sahagian and Grace Sahagian there shall be a:

- Chief Executive Officer, and a
- President

As officers or Directors of the company.

Shares:

The phantom stock shall include 100 shares held as follows:

Grace Sahagian 51 shares

John Sahagian 49 shares



One share constitutes one vote.

Share holders with more than 25 shares will have voting rights.

52 votes are required to amend the bylaws or articles of incorporation.

Minutes:

Minutes or meeting records shall be kept by a duly appointed secretary for all director meetings where corporate holdings are decided upon. Said minutes shall be signed off on by all voting Directors.


Chief Executive Officer
President



William Francis Galvin
Secretary of the
Commonwealth

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

January 20, 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

NEAMAT, LLC

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **February 25, 2020.**

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: **GRACE SAHAGIAN, JOHN SAHAGIAN**

I further certify, the names of all persons authorized to execute documents filed with this office and listed in the most recent filing are: **GRACE SAHAGIAN, JOHN SAHAGIAN, ARTHUR S RUSSO JR**

The names of all persons authorized to act with respect to real property listed in the most recent filing are: **GRACE SAHAGIAN, JOHN SAHAGIAN**



Processed By:sam

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

Operating Agreement

NEAMAT, LLC a Massachusetts Limited Liability Company

THIS OPERATING AGREEMENT of Neamat, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Massachusetts limited liability company under the Massachusetts Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the commonwealth of Massachusetts. The Members hereby adopt and approve the articles of organization of the Company filed with the Massachusetts State Secretary.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

ARTICLE 1: DEFINITIONS

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Massachusetts Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions,
3. decreased by any distributions made by the Company to such Member, and
4. otherwise adjusted as required in accordance with applicable tax laws.

"Capital Contribution" means, with respect to any Member, the total value of

1. cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Massachusetts Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

- A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or
- B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:
 1. the number of Units owned by the Member (expressed as “MU” in the equation below) divided by
 2. the total number of Units owned by all of the Members of the Company (expressed as “TU” in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

“Person” means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

“Units” mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

1. **Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member’s name on Exhibit A to become a Member of the Company.
2. **Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member’s respective Percentage Interest or as otherwise unanimously agreed by the Members.

3. Additional Members.

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

4. **Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

5. **Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

6. **Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Massachusetts Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

1. **Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

2. **Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Massachusetts Limited Liability Company Act.

3. Limitations on Distributions. The Company must not make a distribution to a Member if, after giving effect to the distribution:

- A. The Company would be unable to pay its debts as they become due in the usual course of business; or
- B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

ARTICLE 4: MANAGEMENT

1. Management.

A. Generally. Subject to the terms of this Agreement and the Massachusetts Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. Approval and Action. Unless greater or other authorization is required pursuant to this Agreement or under the Massachusetts Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. Certain Decisions Requiring Greater Authorization. Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- i. A material change in the purposes or the nature of the Company's business;

- ii. With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- iii. The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and
- iv. The amendment of this Agreement.

2. Officers. The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

ARTICLE 5: ACCOUNTS AND ACCOUNTING

1. **Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.
2. **Records.** The Members will keep or cause the Company to keep the following business records.

i. An up-to-date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;

ii. A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;

iii. A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and

iv. An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

3. **Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

4. **Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

5. **Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner or partnership representative, pursuant to Section 6223 of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner or partnership representative of the Company and keep such designation in effect at all times.

6. **Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

ARTICLE 6: MEMBERSHIP – VOTING AND MEETINGS

1. **Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Massachusetts Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Massachusetts Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.
2. **Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem

necessary or desirable for the reasonable management of the Company. A written notice setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Massachusetts Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Massachusetts Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

1. **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

2. **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

ARTICLE 8: DISSOLUTION

1. **Dissolution.** The Company will be dissolved upon the first to occur of the following events:
 - i. The vote of the Members holding at least a majority of the Voting Interest of the Company to dissolve the Company;
 - ii. Entry of a decree of judicial dissolution under Section 44 of the Massachusetts Limited Liability Company Act;
 - iii. At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
 - iv. The sale or transfer of all or substantially all of the Company's assets;

- v. A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

2. **No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

ARTICLE 9: INDEMNIFICATION

1. **Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Massachusetts law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal,

administrative, or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

2. **Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Massachusetts law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

3. **Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a


majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

ARTICLE 10: GENERAL PROVISIONS

1. **Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.
2. **Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Massachusetts Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Massachusetts Limited Liability Company Act.
3. **Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the commonwealth of Massachusetts. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any

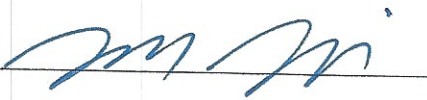
IN WITNESS WHEREOF, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 3-17-20


Signature of Grace Sahagian

Title: Manager/Member

Dated: 3-17-20


Signature of John Sahagian

Title: Manager/Member

Title: Manager

EXHIBIT A
MEMBERS

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

Members Capital

Contribution

Percentage Interest

Grace Sahagian 51%
Address:
248 South Pier Rd.
Narragansett, RI, 02882

John Sahagian 49%
Address
:
248 South Pier Rd.
Narragansett, RI 02882



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

mass.gov/dor

Letter ID: L0399459776
Notice Date: May 16, 2022
Case ID: 0-001-497-171



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



NEAMAT LLC
248 S PIER RD
NARRAGANSETT RI 02882-3520

Why did I receive this notice?

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

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

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

What if I have questions?

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

Visit us online!

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

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

Edward W. Coyle, Jr., Chief
Collections Bureau



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



393732690

Rosalin Acosta
SECRETARY

Richard A. Jeffers
DIRECTOR

Neamat LLC
Attn: Laurie Jacob
290 Millville Rd
Uxbridge, MA 01569-1674

EAN: 22188396
May 13, 2022

Certificate Id:59058

The Department of Unemployment Assistance certifies that as of 5/13/2022 ,Neamat LLC is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Richard A. Jeffers, Director

Department of Unemployment Assistance

Plan for Obtaining Liability Insurance

Neamat, LLC (the “Company”) will work with an insurance broker licensed in the Commonwealth of Massachusetts to obtain insurance that meets or exceeds the requirements set forth in 935 CMR 500.105 (10). Pursuant to 935 CMR 500.105(10) the Company shall obtain and maintain general liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, and product liability insurance coverage for no less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, annually, or such amount as otherwise approved by the Commission. The deductible for each policy shall be no higher than \$5,000 per occurrence. Pursuant to 935 CMR 500.105(10)(b) if the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will place in escrow (the “Liability Insurance Escrow Account”) a sum of no less than Two Hundred and Fifty Thousand and 00/100 (\$250,000.00) or such other amount approved by the Commission, to be expended for coverage of liabilities. If the Company is unable to obtain minimum liability insurance coverage as required by 935 CMR 500.105(10)(a) the Company will properly document such inability through written records that will be retained in accordance with the Company’s Record Retention Policy (incorporated herein by reference). If the Liability Insurance Escrow Account is used to cover such liabilities, it will be replenished within ten (10) business days of such expenditure. The Company will submit reports documenting compliance with 935 CMR 500.105(10) in a manner and form determined by the Commission pursuant to 935 CMR 500.000. This policy may also be referred to by the Company as the “Liability Insurance Policy”.

Neamat

Neamat LLC

Business Plan

Grace and John Sahagian, Owners

Created on December 28, 2021

Revised January 10, 2022

Executive Summary

Product

Neamat is a Massachusetts (MA) licensed cultivator of recreational adult-use marijuana (RAM). We have grown several strains that will be sold as flower and some will be held for further productization by our, soon to be licensed, product manufacturing profit center. We will soon add an indoor cultivation license and facility that will focus on high quality indoor cannabis strains with diverse health directed cannabinoid profiles.

Customers

The target market for Neamat will be MA licensed recreational, adult-use marijuana dispensaries and product manufacturers. The product manufacturing distribution channel will diminish rapidly yet not entirely as our own licensure and capacities under that profit center are realized.

Future of the Company

The RAM in MA is currently not a fully supplied market. The trend is expected for further expansion of the end user customer base. The barriers to entry are expected to slow the number of suppliers that will be able to enter the business rapidly enough to even out the supply and demand equation for at least 3 years to come. As this equation evens out prices will come down below current market highs and the industry shake out will begin. Neamat being well established with little or no debt expected within this timeframe will be well situated to keep cost of goods down enough to retain market viability and significant profit margins indefinitely.

Neamat does also hold rights to land for possible expansion to augment the above-described plan. We will add an indoor cultivation capacity to even out product intervals thereby retaining “shelf space” and market name recognition.

Company Description

Mission Statement

To provide high quality, sun grown, carbon neutral and diverse cannabinoid indoor marijuana to the MA RAM.

Principal Members

Grace Sahagian — owner, Co-Founder, CEO

John Sahagian — Co-Founder, President

Legal Structure

Neamat LLC is a MA Limited Liability Company, incorporated in Uxbridge, MA.

Market Research

Industry

Neamat is a fairly early entrant to the outdoor cultivation of RAM for an industry with very appealing profit potential. There are many larger companies in the sector that are restricted by MA state regulations on the scale of their participation. This and other barriers to entry like the state regulatory hurdles for all entrants, start-up costs and a finite number of viable locations have created an initial market of high margins. These margins will come down significantly as the market matures and efficient business execution and some additional competitive advantage will be required to sustain profitability in the industry.

Many non-MA regulatory influences that could shape the industry nationally are seen as inevitable yet these combine effects remain unclear. MA seems to have had some of these inevitabilities in mind and have established standards for the MA market to temper the impact.

Detailed Description of Customers

The target market for Neamat is the connoisseur market seeking sun grown, carbon neutral marijuana that ranges from high potency to more physically beneficial cultivars know to help with conditions and ailments. This will be done through partnership selling to dispensaries that cater to this customer base.

Company Advantages

Because Neamat provides a product based on the sun we have the ultimate force on the planet in our corner:

- Sun grown cannabis is potent and diverse when properly attended to.
- Sun grown cannabis is carbon neutral or positive.
- Our farming staff is highly trained and experienced with our Head Grower holding a BS in Soil Technology and Management.
- We farm in the fertile soil of the Blackstone River Valley.
- The land around us in natural and nurtures a holistic farm approach that uses permaculture techniques.
- We have room for expansion that we will take advantage of when we have honed our delivery skills on the current footprint.
- The addition of an indoor cultivation facility will allow us to keep year round name recognition and shelf space availability.

Regulations

Neamat is a MA LLC and licensed under the MA Cannabis Control Commission (CCC) as a Tier 3 Outdoor Cultivator. We are Provisionally licensed for our Product Manufacturing profit center and hope to attain Final License for the same by March of 2022. Our Indoor cultivation license application has been submitted to the CCC and should precipitate a Provisional License by late Spring of 2022.

We are awaiting a final approval known as “Commence Operations” approval from the CCC, the inspection for which was completed by the CCC and the required response documents from Neamat have been submitted.

Product Line

Product

Products Include:

- 9 Cultivars of Cannabis
- Approximately 50% of this current inventory to be sold or used as biomass for extractable products.
- Planned manufactured products will include: pre-rolls, edibles and vaporizing cartridges.
- Tinctures and salves will be added within a year of commencing operations.

Pricing Structure

Neamat will offer its products at market rates for the various cultivar potency and diversity:

- Total Active Cannabinoid percent (TAC) range 20 – 30% - \$2,500 per pound.
- 1/8 pouch of TAC 20- 30% - \$20/unit
- Biomass (failed flower – flower failing microbial state testing) - \$1,500 per pound until our extraction capacity comes on line.

Product Lifecycle

We currently hold inventory of 1250 pounds of flower and an additional 300 pounds of trimming to be extracted in the manufactured products business. We have only one harvest per year. We expect to sell all inventory that we do not want to retain for manufactured products, within 3 months of receiving Commence Operations approval. The introduction of an indoor cultivation facility will allow us to focus on cannabinoid diversity for health care specific benefits.

Intellectual Property Rights

Neamat is in the process of filing for protection of our logo and trade marking our name. We have also registered our domain name and parked relevant social media accounts for future use and to prevent the likelihood of any attempt to utilize or otherwise take advantage of our name and market reputation.

Research and Development

The company is planning to conduct the following research and development:

- Strain selection through observation and research on harvested product for critical characteristics. Both environmental resistance and potency and diversity have been considered.
- We will be adding new strains that historically have produced desired characteristics.
- We will be planting shoulder crops of short term non-seasonally dependent “Auto-flower” cultivars so as to normalize harvest sequence and related processing cycle and cash flow.
- Indoor strains will focus on specific health related cannabinoid advantages.

Marketing & Sales

Growth Strategy

To grow the company, Neamat will do the following:

- Expand the cultivation area.
- Add indoor cultivation capacity for year-round shelf space retention and name recognition.
- Build strategic relationships that fortify the distribution channel against market saturation substitutes.
- Develop branding strategy with Sun Grown mantra.
- Produce clothing lines to be gifted then sold as part of Name recognition program.

Communicate with the Market

Neamat will communicate by:

- Meeting with dispensary owners
- Using social media such as Twitter, YouTube, Facebook, and LinkedIn
- Circulating garb with Neamat logo
- Providing contact information on the company website

How to Sell

Sell consistently, high quality cannabis for a good price that will establish mutually profitable relationships with dispensaries.

Standard Operating Procedure

RESTRICTING ACCESS TO AGE 21 AND OLDER

1. Purpose

The purpose of this SOP is to provide guidance to employees on the overall restriction of access to persons aged 21 and older protocols at the facility and the responsibility of employees working there.

2. Scope

The scope of this SOP is for anyone working in the facility or for the company. Proper access to the facility is a paramount concern for our employees, our staff, and the public.

3. Prerequisites

All employees working in the facility are required to have gone through initial training and mentoring that specifically includes all aspects of the restriction of access to persons aged 21 and older at the facility.

4. Responsibilities

Proper access to the facility is the direct responsibility of the Director of Security, who has a staff of security agents, but every employee is trained in specific aspects of the facility's access.

5. Procedure

Under the Massachusetts 935 CMR 500.000: Adult Use of Marijuana law:

- "Consumer" is defined as a person who is at least 21 years of age.
- "Visitor" means an individual, other than a Marijuana Establishment Agent authorized by the Marijuana Establishment, to be on the premises of a Marijuana Establishment for a purpose related to Marijuana Establishment operations and consistent with the objectives of the Act and 935 CMR 500.000, provided, however, that no such individual shall be under 21 years of age.

On-Premises Verification of Identification

Only registered agents and visitors will be allowed access into the cultivation and product manufacturing facility. Upon entry into the facility, by an individual, the individual's proof of identification shall be immediately inspected to determine the individual's age. An individual shall not be admitted to the premises unless it has first been verified that the individual is 21 years of age or older. We will be using the Intellicheck service to check the ID of everyone that enters the premises.

Enclosed, Locked Area

Enclosed marked area means a closet, room, or other indoor or outdoor area equipped with locks or other security devices, which shall only be accessible to registered agents.

Visitor protocols

Summary of visitor protocols:

- All vendors, contractors, state or local government representatives, and all others without permanent Complex-issued ID, are considered visitors.
- Before being permitted to enter the premises, all visitors shall provide proof of age and ID, included on an expected list of visitors or show official documentation of an unscheduled inspection or authority to perform such inspection and sign the visitor log on camera. The entry guard will verify that the name on the identification matches the name in the visitor log. Identification must contain a picture, date of birth, valid and not expired.
- All visitors or official visitors shall be always escorted.
- Escorting means within reasonable line of sight.
- A single employee may escort no more than five visitors.
- The escorting employee shall log all access by visitors to Limited Access Areas at the time of the access.
- Compensation may not be used as leverage for allowing visitors onsite.

6. References

The facility director and the director of security maintain detailed security plans and schematics and are available at any time to answer any specific security questions.

7. Reporting

Any incident involving a security matter must be logged and reported to the facility director, the director of security, and the board of directors.

Standard Operating Procedure

QUALITY CONTROL

1. Purpose

The purpose of the following Standard Operating Procedures are to provide guidance on quality control over the products grown and produced in the facilities that we will be purchasing products from.

2. Scope

The scope of this SOP is for all employees throughout the manufacturing facility.

3. Prerequisites

The initial training provided for new employees includes best practices in all parts of the operation. Employees must pass the quality control module in order to continue working at the facility.

4. Responsibilities

It is the responsibility of each department to ensure that they have quality control protocols and standards in place.

5. Procedure

We will utilize an outside third-party lab for testing. SOP's for 3rd party vendors quality control and testing include:

- All testing performed subject to the Cannabis Inflorescence and Leaf monograph (American Herbal Pharmacopoeia) standards.
- Limit tests will include foreign organic matter, total ash, & acid-insoluble ash.
- All external testing done by state approved labs.
- All crops batch tested for pests, contaminants, mold and potency.
- Soil testing before use for contaminants and pests.
- Determination of sample size for internal and external testing.
- Calculation of the acceptable range utilizing ISO Guide 34:2009.
- Written procedure for responding to contaminated samples.
- Additional batch sampled uniquely bar coded for further sampling.
- All testing documentation retained for five years.
- Procedures in place for stability testing to determine shelf life for MIPS.
- Random sampling of finished products currently for sale.
- All nutrients and additives shelf life recorded and reviewed.
- Expiration dates in large font on labels.

Quality control measures will primarily be in the form of adherence to the written standard operating procedures along with specific testing of the product in order to ensure quality and consistency of products produced within the facility. The facility will utilize the established and proven SOP's for all cultivation and processing operations. The facility will use standard operating procedures (SOP's) to promote good growing and handling practices including:

- Irrigation, propagation, cultivation, fertilization; harvesting, drying, curing.
- Rework or reprocessing;
- The facility will 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. 935 CMR 500.105(3)
- Packaging, labeling, and handling of marijuana products, byproduct; and waste products, and the control thereof, to promote good growing and handling practices.
- The facility will require that each individual engaged in the cultivation, manufacturing, handling, packaging, and testing of marijuana has received the training, education, or experience necessary to perform assigned functions; and
- Will also require that all registered employees practice good hygiene and wear protective clothing as necessary to protect the product as well as themselves from exposure to potential contaminants.
- All agents whose job includes contact with marijuana are subject to the requirements for food handlers specified in 105 CMR 300.000.
- All agents whose job includes contact with marijuana will conform to sanitary practices while on duty, including;
 - Maintaining adequate personal cleanliness; and
 - Washing hands appropriately
- Hand washing facilities will be located in production areas and where good sanitary practices require employees to wash and sanitize their hands.
- There will be sufficient space for placement of equipment and storage materials as is necessary for the maintenance of sanitary operations.
- All contact surfaces will be maintained, cleaned, and sanitized as frequently as necessary to protect against contamination.
- Plumbing in the facility will be of adequate size and designed and maintained to carry sufficient quantities of water to required locations throughout the facility.
 - Water supply will be sufficient for necessary operations
- The facility will provide its employees with adequate, readily accessible toilet facilities.
- The floors, walls, and ceilings shall be constructed in such a manner that they may be adequately kept clean and in good repair.
- All nutrients will be examined for contents & potential contaminants.
- Only biological pesticides will be applied.
- Filtered water will be used to prevent contamination.
- All workers will walk through a ceiling blower to remove potential contaminants before entering the facility.
- Workers will walk through a special container of a water/chlorine mix to kill shoe borne contaminants.
- Application of ozone equipment to kill 99% of all microorganisms.
- There shall be sufficient space in the facility for placement of equipment and storage of materials as is necessary for sanitary operations.

- The facility will require grower agents to follow the protocol for Receipt of Material including:
 - The facility shall quarantine received material that will be used to produce marijuana and/or manufactured marijuana products;
 - All toxic items will be identified, held, and stored in a manner that protects against the contamination of any other marijuana in the facility;
 - The facility shall inspect materials for defects and contamination.
 - Material may not be released from quarantine by the facility until the material passes inspection; and
 - Is determined to be acceptable for use as intended.
- Storage and transportation of finished products will be under conditions that will protect them against physical, chemical, and microbial contamination.
- Litter and waste shall be properly removed to minimize the development of odor and the potential for the waste attracting and harboring pests.
- No marijuana will be sold or otherwise marketed for adult-use that is not capable of being tested by an independent testing laboratory.
- The company will notify the Cannabis Control Commission within 72 hours of any laboratory testing results indicating contamination if contamination cannot be remediated and disposal of the production batch is necessary.

6. References

Please refer to inspection SOP's for further information about quality control.

7. Reporting

All quality control reports are stored in the seed to sale tracking software, where they are categorized by department. The software can generate custom reports to determine if there is an issue with product shelf life, production techniques, or other quality control issues

Standard Operating Procedure TESTS ON FORMULATED PRODUCT

1. Purpose

The purpose of this SOP is to provide guidance on testing finished product before releasing it for public consumption.

2. Scope

The scope of this SOP is for all employees involved in quality control and creating formulated (infused) products.

3. Prerequisites

All product that is finished in the manufacturing facility is tested at a licensed laboratory, who will provide a detailed analysis of the product, its ingredients, and its strength. All employees who work in quality control must be capable of reading a laboratory report and understanding the specific tolerances allowed by the state.

4. Responsibilities

It is the responsibility of the quality control director to insure all employees under their direct supervision understand how the facility provides samples to the independent lab for testing, as well how infused products is tested internally. Additionally, the quality control director must ensure that cannabis infused products are quarantined separately from other inventory during testing.

5. Procedure

All formulated product is entered into a testing log before it is provided to the laboratory. After curing and before any processing or packaging, the processing manager will make samples from each batch available to an independent laboratory for testing. The sample will be weighed, RFID scanned, and all data will be recorded on the seed to sale tracking software prior to be removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary facility prior to the time that the laboratory has provided those results, in writing, to the dispensary. If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above- mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste. As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging and labeling for transport and sale to a dispensary facility. An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and / or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary to that dispensary to be made available upon request.

6. References

The independent testing lab we work with provides us guidelines for sample preparation that conforms to the state's regulations. The quality control manager maintains their source documents for preparing samples, along with the requisite forms that must accompany all samples. In the event of a question, the resource documents provided by the lab are helpful, and they also provide a toll-free number for questions.

7. Reporting

The quality control manager receives all lab reports for all samples sent out for testing. All lab reports are scanned and uploaded to our seed to sale tracking software, and all lab reports are also stored in a locked file cabinet in the facility manager's office.

Standard Operating Procedure

TESTS ON HARVESTED FLOWER

1. Purpose

The purpose of this SOP is to provide guidance on testing harvested flower before releasing it for public consumption.

2. Scope

The scope of this SOP is for all employees involved in quality control and preparing samples for testing.

3. Prerequisites

All product that is grown in our vendor's facility is tested at a licensed laboratory, who provide a detailed analysis of the product and its strength. All employees who work in quality control must be capable of reading a laboratory report and understanding the specific tolerances allowed by the state.

4. Responsibilities

It is the responsibility of the quality control director to insure all employees under their direct supervision understand how the facility provides samples to the independent lab for testing.

5. Procedure

After curing and before any processing or packaging, the processing manager shall make samples from each batch available to an independent laboratory for testing. All leaves and flowers of the female plant will be processed accordingly in a safe and sanitary manner as prescribed below:

- Well cured and generally free from seeds and stems;
- Free of dirt, sand, debris, and other foreign matter
- Free of contamination by mold, rot, fungus, and bacterial diseases;
- Prepared and handled on food grade stainless steel tables; and
- Packaged in a secure area The sample shall be weighed, RFID scanned, and all data shall be recorded on Metrc tracking software prior to being removed from the originating facility.

Laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary facility prior to the time that the laboratory has provided those results, in writing, to the cultivation management team. If samples from a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the

state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste. As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging, and labeling for transport and sale to a dispensary facility. An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal, or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary facility to that dispensary facility to be made available upon request.

6. References

The independent testing lab we work with provides us guidelines for sample preparation that conforms to the state's regulations. The quality control manager maintains their source documents for preparing samples, along with the requisite forms that must accompany all samples. In the event of a question, the resource documents provided by the lab are helpful, and they also provide a toll-free number for questions.

7. Reporting

The quality control manager receives all lab reports for all samples sent out for testing. All lab reports are scanned and uploaded to our seed to sale tracking software, and all lab reports are also stored in a locked file cabinet in the facility manager's office.

Standard Operating Procedure STABILITY TESTING

1. Purpose

The purpose of this SOP is to provide guidance on stability testing products that have been released to the public.

2. Scope

The intended audience for this SOP is all employees involved in inventory processing, quality control, and retail sales.

3. Prerequisites

In order to perform stability testing at both pre-determined and random times, the batch from which the edibles or infused foods are created will be sampled, and stored in an air-tight, temperature-controlled vault. Employees must know how to remove a portion of the batch in process to create a reserve for stability testing and must understand how we prepare samples for lab testing, and how to interpret the results.

4. Responsibilities

The director of quality controls primary responsibilities are stability testing, the preparation of samples, and interpreting the lab results. If there is an issue, the director of quality control must immediately provide the results and recommendations to the facility director in order to ensure customer safety.

5. Procedure

The director of quality control will separate a part of each batch of infused or edible product sufficient to perform stability testing at 6-month intervals. This is done for two reasons:

1. To ensure product potency and purity
2. Provide support for expiration dating

The director will ensure that a sufficient amount of product is kept and properly stored, which will usually require an adequate amount (~7-14 grams) of each released batch of marijuana in order to achieve this frequency of testing. See preparation of samples instructions noted in previous content.

Sample Storage

The facility will retain a sample from each batch released. The sample will be sufficient to provide for follow-up testing if necessary and the sample will need to be properly stored for a minimum of one (1) year past the date of expiration of the batch. Samples from each batch released to be retained for a long period of time will be vacuum sealed to limit oxygen exposure to the marijuana as oxygen will degrade the sample quicker. Possible contamination will be tracked using a Hazard Analysis Critical Control Point (HACCP) Plan. Critical control points will be identified, monitored and preventative procedures recorded throughout the production of marijuana products. Certain shelf stability testing will be conducted on site. Shelf stability is the time that a product will retain throughout its period of storage and use, the same properties and characteristics that is possessed at the time of its packaging. Products and recipes will be tested and approved before production begins.

Shelf stability testing will cover the four areas of concern:

1. Chemical: The product retains its chemical integrity and potency, within specified limits.
2. Physical: The original physical properties, including appearance, palatability, odor, and wholesomeness are retained.
3. Microbiological: Resistance to microbial growth and product safety is retained according to specified requirements overall bacterial growth is maintained within acceptable levels.
4. Toxicological: No significant increase in toxicity occurs.

6. References

The director of quality control keeps a detailed sampling plan in her office, along with the proper reporting forms, labeling materials, and RFID tags.

7. Reporting

All stability reporting is uploaded to our seed to sale tracking software database where reporting about batches and infused products are maintained.

Standard Operating Procedure

TESTING (heavy metals, pesticides, mold, microbial testing, moisture content)

1. Purpose

After curing and before any processing or packaging, the processing manager shall provide samples from each batch available to an independent laboratory for testing.

2. Scope

The scope of this SOP is for any employee working in the cultivation facility who provides testing samples to our outside vendor.

3. Prerequisites

After curing and before any processing or packaging, the processing manager shall make samples from each batch available to an independent laboratory for testing. The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale software prior to being removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach.

4. Responsibilities

It is the responsibility of the employee preparing batches for testing to insure there are sufficient remains for future testing, and the employee will work with the intentent lab to ensure random samples from each grown batch are tested without interference from the facility.

5. Procedure

The sample shall be weighed, RFID scanned, and all data shall be recorded on the seed to sale software prior to being removed from the secured curing area. The laboratory employee will select and prepare several random samples from every batch sample in order to ensure the quality, purity, and consistency of dose through a statistical approach. The laboratory staff will then test each random sample for harmful microbiological contaminants, mycotoxins, heavy metals and pesticide chemical residue. In addition, each sample will also be tested for active ingredients including but not limited to cannabinoid profiling for the following: THC, THCa, CBD, CBDa, and CBN. Under no circumstances shall cannabis batches awaiting contamination results and active ingredient analysis be included in a cannabis product or sold to a retail dispensary. If samples from

a batch are tested and do not fall within state accepted health and safety levels for any of the above-mentioned contaminants or any additional contaminants the state does not deem for distribution, it is the facility's policy to destroy and remove any contaminated product in a manner consistent with state compliance for the policy for disposal of green waste. As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate manufacturing, packaging, and labeling for transport and sale to a dispensary facility. An electronic copy of all test results will be filed by laboratory staff for any batch that does not meet the standards set for microbiological, mycotoxin, heavy metal, or pesticide chemical residue tests. The laboratory staff will also maintain a comprehensive record of test results and make them available to state and local officials, and or the public, as needed. The compliance manager will provide test results for each batch of cannabis used in any product purchased by a dispensary facility to that dispensary facility to be made available upon request.

6. References

Please review the independent lab's testing guide for providing samples which is found in the cultivation director's office.

7. Reporting

All lab reports are provided to the cultivation director and are uploaded to the cloud server. They are also placed in a testing log, and the information is also entered into the seed to sale software system.

Standard Operating Procedure WATER SUPPLY AND TESTING PROTOCOLS

1. Purpose

The purpose of this SOP is to provide testing guidelines and other methods of insuring a safe water supply for the facility.

2. Scope

The scope of this SOP is for any employee working in the cultivation facility responsible for performing water quality tests.

3. Prerequisites

All water quality tests will require two samples – one for our internal testing, and another to be sent to the quality control lab. All water test results will be added to the water test logbook.

4. Responsibilities

It is the responsibility of the facility director to ensure water is tested at proper intervals both through our own internal control and our outside lab as well.

5. Procedure

Water Quality Test(s)

The facility will perform water quality tests on facility water every six (6) months at a minimum. A water sample from the cultivation facility will be sent to a water testing laboratory where an analysis of the water will be performed to determine what, if any, substances are in the water. A record of all water quality tests will be maintained on-site at the licensed premise within a file labeled "Water Quality Tests".

Reverse Osmosis of Water (RO System)—all water utilized for cultivation operations will be run through a state-of-the-art Reverse Osmosis (RO) water filtration system to ensure all contaminants have been removed from the water. The RO system will be designed according to the water quality test that will be performed at the facility as well as the RO system being designed to be able to adequately purify and supply the proper amounts of water for daily operations.

As growers of cannabis, the facility carefully monitors total dissolved solids (TDS) which is the amount of solids dissolved in the water or any other solution that can't be removed with a standard filter.

Electrical Conductivity (EC) is the measure of a solution's ability to conduct an electrical current. TDS/EC meters have two electrodes that, when placed in the water or nutrient solution, pass AC voltage between them. The amount of current that passes through the solution indicates the conductivity of the solution. The meter reads this current and converts it to a display that will allow you to either read the EC or TDS (parts per million, ppm) of the water or solution. By determining the baseline TDS of our fresh water, we can later determine the strength of the nutrient solution we are going to mix. For example, if the tap water starts with a TDS of 600 ppm, and the fertilizer of choice suggests a dosage strength of 1200 ppm, we will know that the total TDS should come out to 1800 ppm. If we didn't know the baseline, we might stop at a TDS of 1200 ppm and, by doing so, give our marijuana plants only half of the required nutrients. The pH (potential of Hydrogen) of our water or any other solution is the measure of its acid or alkali levels. When a solution has equal levels of acid and alkali molecules, then the solution is pH neutral. The pH scale runs from 0.0 to 14.0 where 7.0 is neutral, less than 7.0 is acidic, and levels above 7.0 are alkaline or base/basic solutions. Depending on the growing medium used, we want to stay in the slightly acidic range of 5.5 to 6.5. To keep our growing medium and root zone at the correct pH, you need to keep the water or nutrient solution you are using at the correct pH.

Contaminants in the water, whether naturally occurring, added by your municipal water supplier, or added when you mix in nutrients and fertilizers – will all affect the pH and may need to be corrected.

6. References

Please refer to the filter changing SOP for removing, cleaning, and inserting a new filter into the RO system.

7. Reporting

All filter changes, cleaning, and lab reports must be inserted into the Water Quality Testing Notebook, with copies provided to the facility director and upper management.

Standard Operating Procedure PESTICIDE TESTING

1. Purpose

The purpose of this SOP is to provide guidance for pesticide testing of all batches that are sent to an outside lab before being released to the public.

2. Scope

The scope of this SOP is for any employee involved in working with the independent testing lab in helping them to select, batch and label cannabis samples for pesticide and other testing.

3. Prerequisites

Pesticide applicators/registered employees will undergo required courses and testing to be certified by the state and will also be responsible recertification every 3 years. All pesticides applied will be approved by the FDA's National Organic Program and will be approved on the National List of allowed and prohibited pesticides and OMRI approved. 4. Responsibilities The director of the facility is tasked with implementing the IPM system and monitoring the use of pesticides. All batch results for pesticides will be emailed to the production facility director. 5. Procedure Pesticide Application Documentation Any facility that applies any pesticide or other agricultural chemical to any portion of a plant, water or feed used during cultivation or generally within the Licensed Premises must document, and maintain a record on its Licensed Premises of, the following information per state regulations:

(a) Application Log.

(i) The name, signature and Occupational License number of the individual who applied the Pesticide or other agricultural chemical;

(ii) Applicator certification number if the applicator is licensed through the Department of Agriculture in accordance with the "Pesticides Applicators' Act".

(iii) The date and time of the application;

(iv) The EPA registration number of the Pesticide or any other agricultural chemical(s) applied;

(v) Any of the active ingredients of the Pesticide or other agricultural chemical(s) applied;

(vi) Brand name and product name of the Pesticide or other agricultural chemical(s) applied;

(vii) The restricted entry interval from the product label of any Pesticide or other agricultural chemical(s) applied;

(viii) The RFID tag number of the Retail Marijuana plant(s) to which the Pesticide or other agricultural chemical(s) were applied, or, if the Pesticide or other agricultural chemical(s) were applied to all plants throughout the Licensed Premises, a statement to that effect; and (ix) The total amount of each Pesticide or other agricultural chemical applied.

(b) Application Summary Log.

(i) The name of the individual who applied the Pesticide or other agricultural chemical;

(ii) The date and time of the application;

(iii) Brand name and product name of the Pesticide or other agricultural chemical(s) applied;

(iv) The restricted entry interval from the product label of any Pesticide or another agricultural chemical(s) applied;

(v) The Restricted Access Interval (REI);

(vi) The expiration time of the REI; and

(vii) The area to which the Pesticide or other agricultural chemical(s) were applied, or, if the Pesticide or other agricultural chemical(s) were applied to all plants throughout the Licensed Premises, a statement to that effect.

As soon as a batch sample passes the microbiological, mycotoxin, heavy metal and pesticide chemical residue test, the entire batch will be released for immediate processing manufacturing, packaging and labeling for transport and sale to a manufacturing cannabis products facility or a dispensary facility. In order to comply with state regulations, all pesticides regulated by the U.S. Environmental Protection Agency cannot have a concentration greater than 1.0 ppm. 6.

References Please refer to the literature supplied by our independent testing lab for pesticide and other levels monitored and tested for.

7. Reporting

All pesticide testing is performed by an outside laboratory and their results are both emailed and snail mailed to the facility, where they are stored in the seed to sale database.

Standard Operating Procedure

HIRING PROCEDURES & STANDARDS

1. Purpose

The purpose of this SOP is to provide guidance for the hiring procedure for new employees.

2. Scope

The scope of this SOP is for all human resource personnel to understand the hiring process for new employees, pay structure, positions available, etc.

3. Prerequisites

Anyone involved with HR must go through job specific training including personnel file confidentiality, workplace policies, job descriptions, pay rates, etc.

4. Responsibilities

It is the responsibility of the corporate trainer along with the director of human resources to train new hires working in personnel.

5. Procedure

Hiring Plan

The President and General Manager will evaluate hiring needs on an on-going basis. Hiring procedures include internal and external posting of the position, candidate interviews, reference checks, and background checks. Applicants will be required to submit a written application for employment to ensure all applicants are evaluated equally in the initial stages of hiring. All offers will be contingent upon the successful completion of all required background investigations, including an iCORI, Responsible Vendor Training certification, and proof of employment eligibility in the U.S. As a condition of employment, new agents must participate in new hire orientation, as well as security and diversion prevention training, and training specific to their job function from their manager.

New hires will not be discriminated against based on race color, religion, sex, sexual orientation, national origin, age, disability, or genetic information, and we will not discriminate against a candidate who has participated in an employment discrimination investigation or lawsuit.

We are committed to building a professional environment for all our agents and are committed to complying with all laws and CCC regulations all while maintaining high standards of ethical conduct in dealings with our registered agents, customers, vendors and the community at large. We seek to hire individuals who are dedicated and motivated, resulting in advancement whenever possible.

To promote job satisfaction and employee retention, we will deliver regular and relevant performance reviews, communicate clear performance expectations, link performance to compensation, and deliver incentives in a fair and consistent manner across the company. As part of our commitment to building a culture on building safe workplace conditions, we have structured accessible business hours and personnel policies and procedures. These personnel policies include all background check reports obtained in accordance with 935 CMR 500.030. We have also implemented a policy for the immediate dismissal of any agent who has 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.

The Employee Handbook will contain the following headings, which covers in detail the personnel policy guidelines that will be initially introduced into the facilities:

- New Employee Policies
- Reference/background checks
- Time-Related Policies
- Compensation-Related Policies
- Personnel Records
- Conflicts of Interests
- General Confidentiality
- Professional Conduct
- Technology Policies
- Confidentiality of Records and Data
- Communications
- Health, Safety and Security
- Fire and Safety
- Reporting Accident
- Emergency Plan
- Smoking in the
- Violence-Free Workplace
- Employee Relations
- Open Communication
- Standard of Conduct General Policy
- Employee Responsibility
- Responsibilities of Supervisors, Managers, Directors
- Employee Conduct
- Problem Resolution
- Employee Benefits
- Discretionary Benefits
- Employee Assistance Program
- Holidays
- Vacation Policy
- Leave of Absence
- Medical Leave of Absence
- Sick Leave
- Funeral Leave
- Jury Duty and Witness Leave Time
- Unpaid Personal Leave
- Pregnancy Disability Leave, Rehabilitation Leave, Military Leave
- Benefits During Leave
- Ending Employment
- Termination

Employee Alcohol and Drug Abuse Policy

Drugs and alcohol abuse are not permitted in the workplace at any time. The company acknowledges its obligation to take all reasonable steps to ensure the health and safety of its workers. This policy provides for the testing of employees for drug/alcohol abuse, assisting employees who voluntarily seek help for their problems relating to alcohol and/or drugs, and educating employees on the dangers of drug and alcohol abuse. This Drug and Alcohol Policy applies to all employees and may be extended to subcontractors. For the purpose of this policy, the following are prohibited:

1. Being impaired by alcohol and/or drugs while at work.

2. The possession of illicit drugs at the workplace or in company vehicles.
3. The presence in the body of illicit drugs (or other metabolites) while at work.
4. Refusal to submit to drug and/or alcohol testing, failure to report to a Company-designated facility for drugs and/or alcohol testing or tampering or attempting to tamper with the test sample.

Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Smoke-Free workplace Policy

Our company is a smoke-free environment in compliance with the Clean Air Act. Smoking and secondhand smoke are known to cause serious lung disease, heart disease and cancer. This policy will be implemented to provide a smoke-free environment to all staff and visitors to keep a healthy workplace. This policy covers the smoking of any tobacco products, e-cigarettes or any other smoke producing products. Smoking of any kind is prohibited by staff and visitors on the premises. Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

Recruiting, Benefits, Hiring, Loss of Personnel

The facility will properly train all of its employees before they are permitted to work in any operations. Prior to being offered an employment position with the facility, all potential applicants will be required to pass a background check to ensure the potential applicant does not have any criminal felony convictions or have been convicted of the crimes listed in the state's regulations and otherwise is of good moral character. The facility intends to offer competitive wages and salaries, as well as benefits packages that include paid time off and health insurance, to all employees. Exact compensation and benefit plans and packages are in the process of being developed. It is the facility's goal to pay salaries that are, at a minimum, equitable and commensurate with salaries paid for similar work within the labor market. Accordingly, positions will generally be classified and then assigned a salary range that defines a minimum and maximum pay rate. An employee's salary may advance within the salary range as the result of performance reviews, promotions, market conditions and other business considerations. Such increases in pay are considered merit adjustments which are not guaranteed and may vary in timing and degree from employee to employee.

In accordance with State legal requirements, employees will be compensated for hours worked in excess of forty (40) hours per week. Non-exempt employees will be paid one and one-half times their regular rate of pay for hours worked in excess of forty (40) hours in a workweek. Overtime pay is based on actual hours worked. Paid time off for holidays, sick, and vacations does not count as "hours worked" for overtime purposes. Any overtime hours worked by a non-exempt employee will be required to be approved in advance by the employee's supervisor. Non-exempt employees are not to work before, beyond or outside their normal working hours without such prior approval. Employees who fail to work scheduled overtime or who work overtime without prior authorization from a supervisor may be subject to disciplinary action, up to and including termination of employment.

Number of Employees

Exact number of employees employed by the facility is to be determined upon deployment of operations and the establishment of personnel requirements; the breakdown of these requirements can be seen below within the job description section.

Type of Labor

The team at the facility will comprise skilled, unskilled, and professional workers. The various positions within the organization will call for different laborers with different skill sets.

Pay Structure

The facility will determine this upon deployment of operations and the establishment of personnel requirements. Employee compensation will be competitive with industry standards.

Background Checks—

In accordance with 935 CMR 500.101(1)(a)1, All owners, employees and contractors that work for the company shall undergo a background check before permitted to work for the company. The information requested of each owner, employee and contractor will include:

- A. The individual's full legal name and any aliases;
- B. Social Security Number
- C. The individual's address;
- D. The individual's date of birth;
- E. An indication of whether the individual is or has been associated with the existing RMD and in what capacity;
- F. A photocopy of the individual's driver's license or other government-issued identification card;
- G. A CORI Acknowledgment Form, pursuant to 803 CMR 2.09: Requirements for Requesters to Request CORI, provided by the Commission, signed by the individual and notarized; and
- H. Authorization to obtain a full set of fingerprints, in accordance with M.G.L. c. 94G, § 21, submitted in a form and manner as determined by the Commission. The information requested will also include
 - 1. A description and the relevant dates of any criminal action under the laws of the Commonwealth, or another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, whether for a felony or misdemeanor including, but not limited to, action against any health care facility or facility for providing cannabis for medical or recreational purposes, in which those individuals either owned shares of stock or served as board member, executive, officer, director or member, and which resulted in conviction, or guilty plea, or plea of nolo contendere, or admission of sufficient facts;
 - 2. A description and the relevant dates of any civil action under the laws of the Commonwealth, another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to a complaint relating to any professional or occupational or fraudulent practices;
 - 3. A description and relevant dates of any past or pending legal or enforcement actions in any other state against any board member, executive, officer, director or member, or against any entity owned or controlled in whole or in part by them, related to the cultivation, processing, distribution, or sale of cannabis for medical or recreational purposes;
 - 4. A description and the relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or like action by another state, the United States or foreign jurisdiction, or a military, territorial, or Native American tribal authority, including, but not limited to any complaint or issuance of an order relating to the denial, suspension, or revocation of a license, registration, or certification;
 - 5. A description and relevant dates of any administrative action, including any complaint, order or disciplinary action, by the Commonwealth, or a like action by another state, the United States or foreign jurisdiction, or a military, territorial, Native American tribal authority or foreign jurisdiction, with regard to any professional license, registration, or certification, held by any board member, executive, officer, director, or member that is part of the applicant's application, if any;
 - 6. A description and relevant dates of actions against a license to prescribe or distribute controlled substances or legend drugs held by any board member, executive, officer, director or member that is part of the applicant's application, if any; and
 - 7. Any other information required by the Commission.

Job Termination

All termination actions will follow standard procedures. Basic steps include:

- a. Notify key personnel of job termination
- b. Obtain all facility keys, ID badges or other company property
- c. Disable/change all terminated key personnel facility security access codes or passwords
- d. Notify required authorities of the job termination of the key personnel
- e. Notify all remaining staff of the job termination of the key personnel and inform them of the conditions of termination (i.e. employee is no longer allowed on the premise and to notify police or other authorities if said employee returns, etc.)
- f. Contact security vendor and monitoring company to notify them of the job termination of key personnel.
 1. Remove terminated key personnel from any notification, contact or call lists.

Job Separation

At times key personnel may decide to part ways on their own accord. In such circumstances there will be some basic steps and procedures to follow in for job separations.

- a. Obtain all facility keys, ID badges, or other company property
- b. Disable/change all key personnel facility security access codes or passwords
- c. Notify required authorities of the job separation of the key personnel
- d. Notify all remaining staff of the job separation of the key personnel and inform them of the conditions of separation (i.e. mutual separation and key personnel are always welcome back at the facility under visitor status, employee is no longer allowed on the premise, and to notify police or other authorities if said employee returns, etc.)
- e. Contact security vendor and monitoring company to notify them of the job separation of key personnel.
 1. Remove key personnel from any notification, contact or call lists.

Replacement of Key Personnel Position

Find and interview a suitable replacement for the position that was vacated. Key personnel positions will need to be filled as soon as possible by management without compromising the quality of potential candidates.

6. References

Please refer to the personnel manual found in the human resources office, and the training modules put together for vetting and hiring new personnel.

7. Reporting

All new hires must have personnel files, copies of which must be uploaded to our cloud server. All new hires should be placed immediately into the contact list as well.

Standard Operating Procedure PERSONNEL FILES

1. Purpose

The purpose of this SOP is to provide guidance for the storage, updating and backup of personnel files.

2. Scope

The scope of this SOP is for all employees who have access to or update personnel files.

3. Prerequisites

Employees who have access to personnel files must have been vetted to do so and must follow all security protocols and specific training to ensure their security and confidentiality.

4. Responsibilities

It is the responsibility of the General Manager to ensure all records are properly annotated and securely stored.

5. Procedure

Personnel Records

Personnel Records and confidential information are maintained as a separate category considering the importance of the background checks on employees as well as employee registration status. Personnel files will include job descriptions for each employee as well as organizational charts consistent with the job descriptions.

- Such records will be maintained for at least twelve (12) months after termination of the agent's affiliation with the company and will include, at a minimum, the following:

- All materials submitted to the Commission pursuant to 935 CMR 500.030(2);
- Documentation of verification of references;
- The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision;
- Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters;
- A copy of the application that the company submitted to the CCC on behalf of any prospective employees/agents;
- Documentation of periodic performance evaluations;
- A record of any disciplinary action taken; and
- A notice of completed responsible vendor and eight-hour related duty training.

Attendance at formal training classes will be mandatory and documented. Additionally, specific training on SOPs, including applicable laws and regulations, will be signed off by both the employee and a supervisor. This documentation will be retained in the employee's personnel file so that it can be audited by the compliance division. Human resource files and training documentation will be maintained in hard copy and an electronic environment for ease of interaction, retention, and inspection by the commission. Employment contracts will specify attendance at training classes, and in the event the employee does not complete the required training in the specified time, this would be grounds restricting their hours until the training is completed and ultimately dismissal. Personnel files will contain all information related to the hiring and/or employment of any individual who is or was employed by the facility.

6. References

Please refer to the SOP's for evaluations and for other documents that become a part of all employee's personnel files.

7. Reporting

All personnel files are maintained by the director of human resources. The human resources director reports all appropriate information to payroll, health insurer, and to other regulatory bodies entitled to receive employment information.

Standard Operating Procedure

RECORD KEEPING PROCEDURES

1. Purpose

The purpose of this SOP is to provide guidance on some of the logs and records to be kept by the company.

2. Scope

The scope of this SOP includes all employees working in the facility, and all visitors, contractors, law enforcement, regulators, etc.

3. Prerequisites

Each employee will be taught the proper way to fill out logs and records, and how to properly store them and deliver them to the appropriate personnel.

4. Responsibilities

The director of the facility is responsible for ensuring all logs and records are kept up to date and stored for the proper statutory period.

5. Procedure

Pursuant to 935 CMR 500.105(1), the facility will continually update and maintain written operating procedures. The facility will also update and maintain any financial records in accordance with generally accepted accounting principles. We will utilize the Metrc as well as a Point-of-Sale software system for tracking seed to sale inventory and other various software to track financial records, and facility records, cultivation records and to integrate accounting records originated in the financial program. Payroll will be performed by an outside service. We will be able to track any product that is sold or transferred to and from our facility.

Our record keeping will include sales, seed-to-sale tracking and all other business components except for the following, which will be in an add on database:

- Internal Auditor Spot Counts
- Record Shredding Log
- Emergency Action Plan
- Security Logs
- Visitor Log
- Foreign Matter Inspection
- Shipping Records
- Corrective and Preventative Actions
- Chain of Custody Logs
- Employee Handbook/Training Log
- Sanitation Program
- Cannabis Destruction Records
- Waste Disposal Plan/Log
- Daily Opening/Closing Checklist
- End of Day Deposit Template
 - Master Employee Scheduling Form
 - Product Return Log
 - Employee Applications
 - Employee Discipline Reports

The following personnel records will be maintained

- Job descriptions for each agent;
- A personnel record for each agent;
- A staffing plan that will demonstrate accessible business hours and safe conditions;
- Personnel policies and procedures;
- All background check reports obtained in accordance with 935 CMR 500.030.

The following business records will be maintained:

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

Tracking/Logging Workflow and Pertinent Data

All workflow will be tracked and recorded for daily review by the facility manager. Logs may be utilized by designated employees to track workflow. In addition to logging, all information shall be entered into the seed to sale tracking software.

Visitor Log

The company compliance manager is responsible for ensuring any authorized personnel visiting the facility use a visitor log. The visitor log will be located inside the main secured entrance to the facility.

Cleaning Log

The facility manager is responsible for overseeing the use of a daily cleaning log to track cleaning within all zones of the facility.

Maintenance Log

A facility maintenance log will be utilized to track maintenance and upkeep on all equipment within the facility.

6. References

Please refer to the different logs maintained by the facility director for specific instructions for record keeping.

7. Reporting

All logs must be kept up to date, and all entries must be signed by the person making them.

Standard Operating Procedure RECORD RETENTION POLICY

1. Purpose

The purpose of this SOP is to provide guidance on the facility's record retention policy, including where and how it is stored.

2. Scope

The scope of this SOP is for all employees who provide back-office support and are responsible for the records maintained by the facility.

3. Prerequisites

The prerequisites for reaching the security level where employees have access to the database, passwords, and physical hard copy includes original training and specialty training in back-room procedures, record databases, and protocols record retention/destruction. The facility director will maintain a list of all employees with access to the ability to purge records from the software system, and also who may designate records to be physically shredded.

4. Responsibilities

Only senior level employees may destroy records, and only upon clearance with the facility director, who will provide time frames for record destruction based on outside counsel's interpretation of the regulations.

5. Procedure

Records and Documents Storage Retention Unless otherwise specified, the facility will retain and maintain all records and duplicate sets of records for a minimum of six (6) years.

Duplicate Records and Off-Site Storage

The facility will maintain duplicate sets of all records required by regulation. These duplicate copies of the facility's records will be maintained at a secure, off-site location. This location will only be disclosed to personnel with proper security clearance. The off-site record storage will be secured with a security alarm and surveillance system to ensure access is limited to authorized personnel only. The facility will maintain duplicate copies of all records at a secure storage facility within the state.

Waste Records

The facility will keep waste records for a minimum of three years.

Reports

The facility can generate a list of the products and their specifications that have been offered for distribution. These reports are to be provided to the Department upon request.

- Reports can be created through the Metrc inventory control system.
- Within the inventory control system, the facility will be able to generate a list of all the products along with their specifications that were offered for distribution
- This list can be generated for all products offered within specific date ranges.

Record retention

- The facility shall retain for a minimum of six years business operation records including but not limited to:
 - tracking including transport of marijuana and manufactured marijuana products.
 - Sales and compliance with any dispensing limitations.
 - Financial records including income, expenses, bank deposits and withdrawals, and audit reports.
 - Logs of entry and exit for facility; and
 - Employee records.

6. References

Please refer to the outside counsel's report on record retention policies which is updated quarterly.

7. Reporting

Any and all changes to the record retention policy must be vetted by the facility director. If the policy is changed, a copy is circulated to all employees through our email.

Standard Operating Procedure
MAINTAINING OF FINANCIAL RECORDS

1. Purpose

The purpose of this SOP is to provide guidance on the facility's maintaining of financial records policy, including where and how it is stored.

2. Scope

The scope of this SOP is for all employees who provide back-office support and are responsible for the records maintained by the facility.

3. Prerequisites

The prerequisites for reaching the security level where employees have access to the database, passwords, and physical hard copy includes original training and specialty training in back-room procedures, record databases, and protocols for record retention/destruction.

The facility director will maintain a list of all employees with access to the ability to purge records from the software system, and also who may designate records to be physically shredded.

4. Responsibilities

Only senior level employees may actually destroy records, and only upon clearance with the facility director, who will provide time frames for record destruction based on outside counsel's interpretation of the regulations.

5. Procedure

Records and Documents Storage Retention

- Unless otherwise specified, the facility will retain and maintain all financial records and duplicate sets of records for a minimum of six (6) years.
- The following financial records shall be maintained:
 - Assets and liabilities;
 - Monetary transactions;
 - Books of accounts;
 - Sales records; and
 - Salary and wages paid to each employee.
- The company will not use any software or methods to manipulate or alter sales data
- Monthly analysis of all equipment will be conducted to determine that no software has been installed that could be utilized to manipulate or alter sales data.
 - Records that these monthly reports have been conducted will be retained for a minimum of three (3) years.
- During these monthly inspections, if it is determined that software or other methods of have been used/utilized to manipulate or alter sales data, the incident will be reported to the Cannabis Control Commission immediately, as well as cooperate in any investigation, and take such other action directed by the commission.
- We will comply with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding record keeping requirements.
- We will establish separate accounting practices at the point of sale for marijuana and non-marijuana sales.
- This facility is not co-located, however if it were, we will maintain and provide the Cannabis Control Commission on a biannual basis accurate sales data during the six monthly immediately

preceding this application for the purpose of ensuring an adequate supply of marijuana and marijuana products under 935 CMR 500.140(10).

Duplicate Records and Off-Site Storage

The facility will maintain duplicate sets of all financial records required by regulation. These duplicate copies of the facility's financial records will be maintained at a secure, off-site location. This location will only be disclosed to personnel with proper security clearance. The off-site financial record storage will be secured with a security alarm and surveillance system to ensure access is limited to authorized personnel only. The facility will maintain duplicate copies of all records at a secure storage facility within the state.

6. Reporting

Any and all changes to the record retention policy must be vetted by the facility director. If the policy is changed, a copy is circulated to all employees through our email listserv.

Standard Operating Procedure

POSITIONS AND QUALIFICATIONS

PRESIDENT

Role - Develops the organization's vision, creates and implements policies, manages strategy development and monitors financials and actual production.

Responsibilities - The president is responsible for the overall performance of the company. (S)He monitors revenue and expenses, ensuring that resources are efficiently used, and is responsible for signing contracts with vendors and outside parties. The President hires high level staff and provides feedback on their performance. The president is responsible for strategy development, performance management, and public relations as well. Additionally, the president accepts fiscal responsibility and bottom-line accountability for the company.

Relationships - The President sits at the top of the organizational hierarchy and has the directors of mission critical sections reporting to him or her. The President is responsible for the hierarchy to work as smoothly as possible all the way down the chain of command. The president reports to the board of directors of the company.

GROWING FACILITY MANAGER

Roles – The growing facility manager is responsible for the overall operation of the cultivation center. He or she ensures that the plants are tended to, organic only nutrients are applied, quality assurance is tested both on the soil and the finished product, the mechanical infrastructure is maintained, and kept up to both legal and operational standards.

Responsibilities – The growing facility manager is responsible for the marijuana from seed to the final harvest, and all steps in between. It is the growing facility manager's responsibility to ensure that all finished product, including inventory that is produced for the edibles department is of the highest quality, safe for consumers, and efficiently grown. He or she must ensure a safe, clean environment for the plants, monitor their growth, and work toward production goals established in coordination with the president. Additionally, the growing facility manager works with all employees below him or her on the organizational chart, and besides ensuring product quality, establishes and monitors protocols for the protection of product from theft by tracking the marijuana on a software system from "seed-to-sale".

Relationships – The growing facility manager reports to the president and works with grow house employees throughout the facility. He or she is constantly visible, and each employee on the organizational chart has direct access to him or her for concerns, issues, or questions about any part of the growth cycle.

SHIPPING AND RECEIVING MANAGER

Role – The S&R manager is responsible for ensuring safe and accurate delivery of marijuana products to dispensary customers. The S&R manager controls drivers' manifests, ensures that the proper product is recorded before it leaves the cultivation and processing facility, and accounts for the receipts from the drivers' return manifest. The S&R manager ensures that

vehicles are safe, that the GPS system is always operational, and that two different forms of communication are checked daily.

Responsibilities – S&R manager ensures that the product being delivered from the cultivation center matches the inventory order, logs the inventory going to the dispensary to the delivery manifest, balances cash and product at the end of the day, and ensures that drivers are providing timely service to dispensary customers while maintaining strict safety measures in compliance with all State and local laws and ordinances.

Relationships – The S&R manager has the dispensary customers, drivers, and security as his or her direct employees, and reports to the President.

MECHANIC

Role – The mechanic ensures that the infrastructure of the cultivation and processing facility is working properly, and is responsible for lighting, air conditioning, security systems, and the general hardware associated with the property. The mechanic will call in specialists after diagnosing specific equipment failures that he or she is not able to repair and will monitor systems to ensure that regular maintenance is performed.

Responsibilities – The mechanic is responsible for infrastructure mechanical devices, and ensures the proper maintenance and upkeep is performed on equipment. The mechanic will perform maintenance tasks such as moving lighting, replacing capacitors and igniters in ballasts, and ensuring that locking mechanisms are working effectively. The mechanic works with the growing facility staff to help flush the watering and nutrient delivery system on a regular basis.

Relationships – The mechanic works for the cultivation and processing facility and reports to the growing facility manager and is called upon by either to fix mechanical or plumbing issues that he or she is capable of. In the event a licensed professional is required, the mechanic will work with them to explain the details of the facility and to ensure proper repair.

GROW FACILITY EMPLOYEES

Roles – Grow house employees work on the plants, watering, checking for pests, cloning, trimming, and ensuring overall plant health. They will take samples when necessary, and package them for shipment to the off-premises quality assurance laboratory. They will work within the cultivation facility to help germinate, grow, and prepare to harvest the marijuana. Grow house employees ensure that the facility is cleaned properly, and necessary supplies are available or on order.

Responsibilities – The grow house employees are responsible for the plants from seed to harvest. They water, root, clone and maintain pH balances and sufficient water to ensure the plants grow at an optimum level. They are with the plant from seed until they are moved to a finishing room prior to harvest. Grow house employees maintain a clean and efficient environment, and constantly monitor water and nutrient levels to ensure optimum plant health. The grow facility employees maintain constant vigilance for mold, fungus, pests or any other danger to the health of the plants. The grow facility employees take samples for delivery to the off-premises laboratory, and logs both the sample and the results in the data tracking system. The grow facility employees ensure that the proper labels are attached to planters and that all inventory is accounted for from seed to final product.

Relationships – The grow house employees answer to the growing facility manager, and work in tandem with any extra staff hired to specifically work with the plants. The plant trimmer, listed in the organizational chart, will be a grow house employee.

PLANT TRIMMER

Roles - The plant trimmers are grow house employees trained to cut, shape, and maximize plant growth by removing excess leaves outside of the light canopy that are non-productive vestigial elements that are unnecessary to the plant's growth. They trim excess leaves and stalks and inventory them to ensure that all parts of the plant are accounted for.

Responsibilities – The plant trimmers are responsible for removing inefficient plant leaves, any sort of growth that appears in the potted soil and helping to shape the plants for maximum efficiency in nutrient uptake and light absorption. They are also responsible for coordinating the packaging and utilization of the excess trimmings whether they are ultimately used to create edibles or other marijuana byproducts or shipped to a composting or destruction facility.

Relationships – Plant trimmers work for the grow facility manager, and coordinate with the harvesting staff to communicate plant readiness for cutting and placement in the drying and curing section of the facility. Plant trimmers work with the internal auditor to ensure compliance with inventory monitoring.

HARVESTING STAFF

Roles – The harvesting staff are trained grow house employees who at the end of the flowering cycle, move the plants into a harvest room for trimming buds from the female plants. They are also responsible for the physical inventory by matching each plant's identifiers to an inventory sheet produced by the "seed-to-sale" software. The harvesting staff may operate a trimming machine or do much of it by hand depending on the crop. The harvesting staff also ensure that the harvested product is labeled for the drying and curing rooms, and that all plant material is weighed and entered into the tracking database (METRC).

Responsibilities – The harvesting staff is responsible for the removal of the buds of the female plant, ensuring that the trichomes aren't damaged, and that there is accountability for each plant and the waste produced from each. They will batch different strains onto specific drying racks.

Relationships – The harvesting staff reports directly to the grow facility manager, who is present during every harvest. In the event the manager isn't available, then one of the executive management team will be present to ensure a proper count and weighing of the final product. Security will also interface with the harvesting team to ensure that all product makes it from the harvesting room to the drying room, and that everything has been taped and recorded.

EDIBLES CHEF

Roles – The edibles chef is responsible for producing marijuana infused products in a commercial kitchen setting at the cultivation and processing facility. The chef is responsible for safe cooking and food preparation practices, and for accounting for inventory used in the production of each item. The chef will produce recipes, formulas, and operating procedures for each part of the edibles manufacturing process. The edibles chef will solicit input from the dispensary customers, along with recommendations from the president for new product creation.

Responsibilities – The edibles chef will ensure that only safely prepared and packaged products are available to customers. The chef will work with contracted quality assurance and laboratory consultants to ensure that each product is produced in a hygienic fashion, and will have sample items tested for mold, bacteria, heavy metals, along with THC and other cannabinoids. The chef will also observe truth in labeling laws and will provide nutrition content on each item sold. The edibles chef oversees the packaging and labeling staff to ensure compliance with health and safety regulations, as well as establishing nutrient content of all finished products.

Relationships – The edibles chef reports to the facility director and engages the kitchen staff in necessary tasks and discussions to ensure properly prepared food products.

KITCHEN STAFF

Roles – The kitchen staff is responsible for the day-to-day preparation of marijuana infused products through hygienic means, and adhering to recipes and formulas prepared by the edibles chef. They will cook, package and ensure that the kitchen is properly cleaned to avoid any sort of bacteria entering the cooking process, and that each product is properly inventoried.

Responsibilities – The kitchen staff is responsible for receiving and inventorying ingredients into the kitchen, preparing the necessary marijuana infused products for sale, and ensuring the kitchen is kept clean and free of anything that could end up in the product. The kitchen staff helps the edibles chef determine inventory levels, helps order cooking and baking byproducts, and tracks utilization of marijuana directed to the kitchen facility for use in the consumable products.

Relationships – The kitchen staff works for the edible's chef, and will interface with vendors as specific products are received. They will also provide reports to the bookkeeper to ensure that all inventory is accounted for and will also work with compliance officials to ensure that both the product and labeling is commercially acceptable.

PACKAGING AND LABELING

Roles – The packaging and labeling employees are part time help that come are employed to measure, weigh, proportion, and vacuum pack the finished product. They weigh out the product into predetermined amounts, and then run it through a vacuum packing machine to ensure no air or contaminants can leak in. They will also produce labeling tags to show the batch, expiration date, amount of product, and a batch code to ensure that the facility is able to find any product that may be reported as unfit by the customers. The packaging and labeling staff work with the edibles chef to ensure government compliance with truth in labeling laws.

Responsibilities – The packaging and labeling employees are responsible for weighing, measuring, and inventorying finished marijuana edible products, and also ensuring a proper inventory is input into the seed to sale tracking software. They will attach the final tags to the product and note any discrepancies in the weight of the final product compared to the weight of the trimmed plant. They are responsible for ensuring that each measured package of marijuana is traceable back to a particular grow, and from what seeds or clones it was produced from. The packaging and labeling staff informs the edibles chef of any necessary ancillary product ordering and inspects weighing and measuring tools to ensure the proper amount of ingredients are used in each infused product.

Relationships – The packaging and labeling employees report to the edible’s chef, and also work with contracted quality assurance vendors, who may be present during packaging to do random sampling and to inspect the final product for compliance with labeling and ingredient content.

INTERNAL AUDITOR

Roles – The internal auditor provides a check and balance to the bookkeeper, the harvesting staff, and to the growing facility manager to ensure that all weights, cash, and product are accounted for, and that the reports produced for each are accurate. They will spot check each part of the operation to ensure there is no collusion, and to ensure that all safeguards and reporting mechanisms are functioning properly.

Responsibilities – The internal auditor is responsible for checking and cross checking the inventory, cash deposits and receipts, accounts payable and receivable, and ensuring that a solid audit trail is available to compliance officials and other professionals engaged by the company.

Relationships – The internal auditor responds directly to the president, and also to any outside compliance, accounting and legal teams. The internal auditor has only one boss – the president.

DRIVERS

Roles – The drivers are the delivery persons for the company and will transport marijuana to dispensary customers who have requested delivery. They will operate in pairs in cars equipped with GPS tracking devices and will also have cellular phones and mobile radios. They will ensure that the right product is delivered to the correct customer in a safe, compliant and timely fashion.

Responsibilities – The drivers are responsible for following the manifest they are given when they go out on delivery runs. They are responsible for the safe keeping of inventory in locked safes in the trunk, and for bagging cash as it is received and providing receipts to customers as they pay for products. The drivers must reconcile their delivery manifest to cash collected each day, and report on failed or unaccepted deliveries.

Relationships – The drivers report to the delivery manager and the president. They obtain their product from the grow facility manager and will also interface with the bookkeeper in dropping off cash, receipts, and daily manifests that will be inputted to ensure inventory accuracy.

GENERAL MANAGER

Roles - Oversees day to day operations, ensuring standard operating procedures are adhered to.

Responsibilities - The General Manager is responsible for driving revenue goals while providing an outstanding customer experience while maximizing revenue goals, leading the management & development of the dispensary staff and ensuring compliance with all inventory, security, and system protocols. The GM is also responsible for forecasting inventory levels, ordering & receiving product, and maintaining accurate systems for regulatory reporting and sales analysis.

Relationships - The General Manager has direct authority over all staff in the dispensary and reports to the President of the company.

SECURITY

Roles – The security team is responsible for ensuring the safety of the employees, any visitors, and the facilities themselves. They will patrol the grounds, observe through closed circuit cameras, and interface with management to help document any weaknesses found in the system.

Responsibilities – The security team is responsible for ensuring that inventory is not removed from the premises without documentation, that employees are watched during the day to avoid theft, that cash is collected, and drivers maintain different routes to prevent robbery, and interface with management as well as any experts hired by the company to prepare safety procedures.

Relationships - The security team reports to the facility manager and to the president of the company as well.

MARKETING

Roles – The marketing manager will work to achieve greater market share, make customers aware of our presence and products, and use traditional media and social networks to attract new customers as well as retain current customers.

Responsibilities – The marketing manager will create and monitor Facebook, Twitter, and other social network outlets to allow customers to find pricing and delivery times and policies for our products. The marketing manager will also oversee the web site and will update it with timely information to inform customers of new strains developed in our facility.

Relationships – the marketing manager will report directly to the president of the company.

Standard Operating Procedure

CPR TRAINING

1. Purpose

The purpose of this SOP is to provide guidance on CPR Training for all employees of the facility.

2. Scope

The scope of this SOP is for all employees. Training is a requirement for continued employment.

3. Prerequisites

All employees who have passed through their probationary employment phase will be given CPR training. During their original training, they will learn rudimentary first aid, but during their employment other emergency medical training may be offered.

4. Responsibilities

It is the responsibility of the director of human resources to ensure all personnel are reminded of their obligation to take CPR training, and to help arrange classes on premises for it.

5. Procedure

The American Heart Association's Heartsaver CPR AED Course has been updated to reflect new science in the 2015 American Heart Association Guidelines Update for CPR and Emergency Cardiovascular Care. This course which is taught regularly at our facility is used to provide CPR and use an AED in a safe, timely, and effective manner.

Heartsaver CPR AED Online is the eLearning portion of the Heartsaver CPR AED blended learning course and is designed to teach students the cognitive information needed for CPR and AED training. The Director of Human Resources assigns passwords to employees for online training. Upon successful completion of both portions of the course, students receive a Heartsaver CPR AED course completion card, valid for two years. After completing this course, employees of the facility will be able to:

- Describe how high-quality CPR improves survival.
- Explain the concepts of the Chain of Survival.
- Recognize when someone needs CPR.
- Perform high-quality CPR for an adult.
- Describe how to perform CPR with help from others.
- Give effective breaths by using mouth-to-mouth or a mask for all age groups.
- Demonstrate how to use an AED on an adult.
- Perform high-quality CPR for a child.
- Demonstrate how to use an AED on a child.
- Perform high-quality CPR for an infant.
- Describe when and how to help a choking adult or child.
- Demonstrate how to help a choking infant.

6. References

The facility utilizes the information from the American Heart Association's website for construction of our inhouse CPR modules.

7. Reporting

All employees will be given attendance slips to sign and will be awarded a completion certificate upon successful training in CPR.

Standard Operating Procedure TRAINING PROTOCOLS & RECORDS

1. Purpose

The purpose of this SOP is to provide guidance on training for new employees, and documenting the training through handouts, video recordings, and entries into the employee's personnel records for completed modules.

2. Scope

The scope of the SOP is for anyone working at the facility as a registered agent.

3. Prerequisites

All employees must have gone through the training modules and documentation and be prepared to discuss and be tested on:

- a) Health, safety, and sanitation standards as required by the Cannabis Control Commission
- b) Security procedures
- c) Prohibitions and enforcement as described by state regulation
- d) Confidentiality and customer privacy
- e) Training on Commission Statutes and Rules and Other State and Local Laws and Regulations
- f) Training on Company Standard Operating Procedures
- g) Training on Detection and Prevention of Diversion of Cannabis
- h) Training on Security and the Company's Security System
- i) Training on Hazards and Safety and Emergency Procedures such as a Medical Emergency, Fire, Chemical Spill, Security and a Threatening Event.
- j) Training on Inventory Control and Record Keeping

4. Responsibilities

It is the responsibility of the corporate trainer to ensure all modules necessary for successful employment have been taken by new employees, and the proper documentation including employee signatures on training materials, test or quiz results, and an actual video of the training session must be on file in each hire's personnel file.

5. Procedure

The facility will utilize the operational experience and knowledge from its management employees and corporate trainer to provide extensive training and education for all registered employees. All facility employees will receive extensive training prior to commencing work in any facility. Registered employees will be required to read the relevant state and county law pertaining to marijuana to have a general understanding of the laws and regulation with which that they must comply. Training for all cultivation and retail dispensing operations will be provided by our corporate trainer, training will also be provided from selected 3rd party security vendors, Metrc inventory control systems and POS vendors, Flourish for manufacturing operations and CO2 extraction machine vendors, and other subject matter experts. Training will include an extensive hands-on approach and the use of Standard Operating Procedures (SOP's) and various other materials and methods as deemed appropriate. The facility will utilize targeted training materials and programs for different operations. There will be specific training for registered employees involved within cultivation operations, processing/manufacturing operations, and retail dispensing operations. Ongoing and cross-functional training will be continued as operations commence. All registered employees will also be required to receive training on general sanitary requirements. Registered employees will be required to read and agree to comply with the company Employee Handbook, SOP's, and other materials management deems necessary prior to commencing work in any of our facilities. Management will fully prepare facility staff on all aspects of the business before operations are commenced. Training and education will be all-encompassing, covering regulatory compliance, seed-to-sale tracking, point-of-sale training, dispensing, security and diversion prevention, health and safety protocols, sanitation, transportation, also including all cultivation, extraction and manufacturing processes, and organizational functioning within a vertically integrated operation. Registered employee training will cover but not be limited to the following:

- Standard Operating Procedures (SOP's) and Cultivation Operations SOP's

- Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's cultivation operations.

- Manufacturing Infused Products (MIP) Operations SOP's

- Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's manufacturing infused products operations.

- Log Sheets and Templates

- Numerous log sheets and templates for proper record keeping and documentation for all operations including cultivation, MIP, and dispensing.

- Responsible vendor training

- On-site training

- Initial job training

- Job shadowing

- Employee educational information in addition to the in-house training program, all owners, manager, and employees will be required to complete a Responsible Vendor Training program. These required training classes will be completed within 90 days of hire and employees must score 70% or higher. Course material includes, but is not limited to:

- a) Marijuana's physical effects on the human body

- b) Diversion prevention and prevention of sales to minors, including best practices

- c) Compliance with all tracking requirements

- d) Acceptable forms of identification

- e) Maintenance of records

- f) Incident and notification requirements

- g) Administrative and criminal liability

- h) License sanctions and court sanctions

- i) Waste disposal

- j) Health and safety standards

- k) Patrons prohibited from bringing marijuana onto licensed premises

- l) Permitted hours of sale

- m) Permitting inspections by state and local licensing and enforcement authorities

- n) Licensee responsibilities for activities occurring within licensed premises

- o) Privacy issues

- p) Prohibited purchases and practices

6. References

Please refer to the training manual which will contain:

1. A new-hire orientation training section - All new employees will go through an orientation training before starting their employment. The training manual will include an orientation section containing a review of all company policies, such as drug-free workplace rules and confidentiality requirements. This phase of training will also include an orientation to the SOP system and how to use it on the job.

2. Laws and Regulations: This section of the training manual will include critical laws and regulations the Company and employees are subject to. Certain of these laws and regulations will also be incorporated into the company's SOPs.

3. SOP training curriculum -The training manual will include a comprehensive copy of the Company's SOPs. The primary training curriculum for processor agents for the performance of their duties will be the SOPs themselves. The SOPs will have an administrative section which will include a signature line for employees and managers to indicate proficiency. This documentation will go into the employee's files to be available for audit and for inspection by the commission.

4. Detection and prevention of diversion - This section of the training manual will be created with the assistance of our professional security consultant. They will also develop the security plan for the company and will perform training sessions for the employees.

5. Processor Facility Security - This section of the training manual will be created with the assistance of our professional security consultant. They will also develop the security plan for the company and will perform training sessions for the employees.

6. Safety and emergencies - This section of the manual will be created with the assistance of our security consultants, processor consultants and local fire and safety agencies. All employees will be trained on emergency situations and periodic drills will be performed to ensure preparedness.

7. Inventory Control - The training manual will include a section that provides an overview of inventory control. The inventory control system is a third-party software system which will have a comprehensive user manual. This user manual will be retained onsite and will be always available for inspection by the commission.

7. Reporting

All training materials and results from any quiz or exam will be placed in the employee's personnel file.

Standard Operating Procedures EMPLOYEE SAFETY TRAINING

1. Purpose

The purpose of this SOP is to provide guidance for the safety training given in the facility for all employees.

2. Scope

The scope of this SOP is for all employees of the facility without exception.

3. Prerequisites

All employees in their initial training go through multiple modules on employee safety, personal protective equipment uses, storage and cleaning, OSHA rules for employers, and other training for specific mechanical and other equipment used in the facility.

4. Responsibilities

Initial safety training is the responsibility of the facility director, the corporate trainer, and all staff mentors. Every employee must have been given the safety training modules and passed the accompanying exam. All employees go through recurrent safety training biannually.

5. Procedure

State and Federal regulations require employers to provide a workplace free from serious recognized hazards and comply with standards, rules and regulations issued under the OSHA Act. To accomplish safety training, the facility will do the following:

- Examine workplace conditions to make sure they conform to applicable OSHA standards.
- Make sure employees have and use safe tools and equipment and properly maintain this equipment.
- Use color codes, posters, labels or signs to warn employees of potential hazards.
- Establish or update operating procedures and communicate them so that employees follow safety and health requirements.
- The facility will provide safety training in a language and vocabulary workers can understand.
- Since the facility has hazardous chemicals in the workplace we have developed and implemented a written hazard communication program and we have trained employees on the hazards they are exposed to and proper precautions (along with the relevant of safety data sheets).
- Provide medical examinations and training when required by OSHA standards.
- We have posted, at a prominent location within the workplace, the OSHA poster (or the state-plan equivalent) informing employees of their rights and responsibilities.
- We have posted the nearest OSHA office for all work-related fatalities, and all work-related inpatient hospitalizations, all amputations and all losses of an eye. The toll-free number is: 1-800- 321-OSHA (6742); TTY 1-877-889-5627.
- Keep records of work-related injuries and illnesses.
- Provide employees, former employees and their representative's access to the Log of Work-Related Injuries and Illnesses (OSHA Form 300).
- Provide access to employee medical records and exposure records to employees or their authorized representatives.
- Provide to the OSHA compliance officer the names of authorized employee representatives who may be asked to accompany the compliance officer during an inspection.
- The facility will never discriminate against employees who exercise their rights under the Act.

6. References

The facility models its safety requirements under OSHA best practices, please refer to their web site for further information.

7. Reporting

All safety training must be documented through video recording, and having employees sign a log sheet for each class attended.

Standard Operating Procedure EMPLOYEE TRAINING

1. Purpose

All employees must undergo and pass a two-week training course prior to active employment and being assigned scheduled hours. Additionally, they must successfully pass a Responsible Vendor Program with the first 90 days of employment as well as receive a minimum of 8 hours of ongoing training annually, in compliance with 935 CMR 500.105(2).

2. Scope

Our employee-training curriculum will provide critical procedures and instruction to employees to ensure all systems are in place to produce cannabis safely. These systems also ensure that every employee understands how to implement these systems accurately. In addition, there are sanitation, product quality, and quantity accuracy checkpoints to ensure that errors or problems are caught and remedied long before customers receive any product.

3. Prerequisites

All employees will be extensively trained and validation techniques will be utilized for ensuring continued competency. Employees are required to follow all safety signage, regulatory guidance and GMP's to ensure a safe, clean, and sustainable working environment. All Employees will be trained in General Manufacturing Practices such as:

- ServSafe, cGMP's, FDA CFR's, ISO, GFSI, or globally recognized food safety grade standards.
- Quarterly Safety, Best Practices, or Continued education material will be required for all Employees, Management, & Board Members.
- Record Keeping of training records and logs must be accessible onsite for all employees of the past 12 months.

4. Responsibilities

The facility manager and the corporate trainer are responsible for ensuring the attendance and requisite test of employee knowledge before allowing them to be placed on the work schedule.

4. Procedure

Training and education in addition to the Company's mandatory training on security, standard operating procedures, and other standard requirements, the Company will provide specialized training for each position. The Company commits to setting a high bar for its products, which requires treating and training employees well. Training and education for all personnel

will be the cornerstone of the operations success through dedicated programs for employees so they are prepared to consistently operate at the highest industry standards. In addition, the Company will develop policies that support furthering the educational attainment of employees. Personnel training

1. Manufacturing, packaging, labeling, and holding operations must:
 - a. Ensure that each person engaged in the operation has the education, training, and experience, or any combination thereof, to enable that person to perform all assigned functions;
 - b. Provide personnel with training in the applicable requirements of this part; and
 - c. Maintain records of any training provided to personnel for the performance of all assigned functions.
2. Personnel training should include:
 - a. Instructions regarding regulatory inspection preparedness and law enforcement interactions; and
 - b. Information on U.S. federal, state and local laws, regulations, and policies relating to individuals employed in these operations, and the implications of these for such personnel.

All employees will also attend training sessions on the following:

- State regulations.
- Confidentiality and privacy.
- Marijuana Strains, Treatments, and Usage.
- The facility's operation manuals.
- Standard Operating Procedures (SOPs and applicable forms)

Employees must also display familiarity with the following:

- Standard Operating Procedures (SOP's) and Cultivation Operations SOP's.
 - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's cultivation operations.
- Manufacturing Infused Products (MIP) Operations SOP's.
 - Standard Operating Procedures detailing and explaining the various daily operations, activities, tasks, and responsibilities associated with the facility's manufacturing infused products operations.
- Log Sheets and Templates
 - Numerous log sheets and templates for proper record keeping and documentation for all operations including cultivation, MIP, and dispensing.
- On-site training.
- Initial job training.
- Job shadowing.
- Employee educational information in addition to the in house training program, all owners, manager, and employees will be

required to complete a Responsible Vendor Training program. These required training classes will be completed within 90 days of hire and employees must score 70% or higher. Course material includes, but is not limited to:

- a) Marijuana's physical effects on the human body
- b) Diversion prevention and prevention of sales to minors, including best practices
- c) Compliance with all tracking requirements
- d) Acceptable forms of identification
- e) Maintenance of records
- f) Incident and notification requirements
- g) Administrative and criminal liability
- h) License sanctions and court sanctions
- i) Waste disposal
- j) Health and safety standards
- k) Patrons prohibited from bringing marijuana onto licensed premises
- l) Permitted hours of sale
- m) Permitting inspections by state and local licensing and enforcement authorities
- n) Licensee responsibilities for activities occurring within licensed premises
- o) Privacy issues
- p) Prohibited purchases and practices

6. References

Please refer to job descriptions and original training material for further understanding of this SOP.

7. Reporting

All training must be documented with attendance taken, a video recording of the actual classroom during training, and a copy of the content presented. The results of any training quizzes or exams must be placed in the employee's personnel file.

Standard Operating Procedure Neamat's Energy and Environmental Compliance

1. Identification of potential energy-use reduction opportunities (such as natural lighting and energy efficiency measures), and a plan for implementation of such opportunities;
 1. There will be energy efficient LED lighting throughout the product manufacturing facility along with windows that will bring in natural light. We will also be installing energy-efficient HVAC units containing advanced digital economizer controls that reduce energy consumption. Neamat, LLC will have no high intensity lighting or refrigeration in the product manufacturing area.
 2. The Department of Energy has stated that the average commercial building uses 22.5 Kwh per square foot. Every month, after the general manager pays the electrical bill, they will keep the bill in an energy usage log to gauge our energy usage compared to the average. During our owners meeting every month we will review last month's energy usage to see if there were any spikes or increases in energy usage. If our facility ever goes two consecutive months with above the national average energy usage then we will use retained earnings to replace and upgrade electrical equipment to more energy efficient equipment that reduces our average electrical usage to under 22.5 Kwh per square foot.
2. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on the site, and an explanation of why the identified opportunities were not pursued, if applicable;
 - a. Neamat, LLC will comply with Massachusetts 935 CMR 500.105(15) for compliance with energy efficiency and conservation regulations. We looked at installing solar panels on the roof and batteries to help distribute energy during peak hours, however, we will be using such little electricity that we wouldn't see a return on investment for 10 years or more. We also opted for three phase power derived from a generator that runs on propane fuel, therefore, we are not attached to the grid at all.
 - b. When any piece of capital equipment breaks or is in need of serious repair, executive level management will be notified immediately and a cost/benefit analysis will be conducted on upgrading the equipment to a more energy efficient model.
3. Strategies to reduce electric demand (such as lighting schedules, active load management, and energy storage);
 - a. Our general space lights will be set on a timer such that all lights will be turned on and turned off at the same time each day. This will eliminate the potential for any lights to be left on outside of store hours.
 - b. The Department of Energy has stated that the average commercial building uses 22.5 Kwh per square foot. Every month, after the general manager pays the electrical bill, they will keep the bill in an energy usage log to gauge our energy usage compared to the average. During our owners meeting every month we will review last month's energy usage to see if there were any spikes or increases in energy usage. If our facility ever goes two consecutive months with above the national average energy usage then we will use retained earnings to replace and

upgrade electrical equipment to more energy efficient equipment that reduces our average electrical usage to under 22.5 Kwh per square foot.

4. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25, § 21, or through municipal lighting plants.
 - a. Our building is not attached to the MA grid.

From: mmoreshead@friendlyhousema.org <mmoreshead@friendlyhousema.org>
Sent: Tuesday, January 25, 2022 10:01 AM
To: jsahagian@cox.net
Cc: J. Velez <jvelez@friendlyhousema.org>; J. Schlater <jaschlater@gmail.com>
Subject: RE: Varification of 501 c 3

Hello Mr. Sahagian,

Yes, we are a 501(c)(3) corporation eligible to receive your donations. Please find attached our IRS Tax Determination letter.

We very much appreciate any donation you might make to Friendly House and would be happy to collaborate going forward.

Sincerely,
Mike Moreshead

Assistant to the Executive Director
Friendly House
36 Wall Street
Worcester, MA 01604
508-755-4362

Standard Operating Procedures

Neamat, LLC Inc. Diversity Plan

Neamat, LLC Inc. is committed to creating a culture of creativity and inclusion. These principles guide how we build our teams, cultivate leaders and create a company that's the right fit for everyone involved. These diversity goals will be reviewed and documented on an annual basis starting one year from admittance of the provisional license. Documentation of the results of these reviews will be stored for a minimum of three (3) years and will be available for the CCC's review upon request.

Measurable Goal #1:

Increase the number of staff, including minorities, women, veterans, people with disabilities, and LGBTQ+ at our facility by giving all our employee's job satisfaction and the proper training required to succeed.

Neamat, LLC Inc. staff will be comprised of at least fifty percent (50%) of the above listed demographics by the end of year 1.

Neamat, LLC Inc. will hire the following:

- 40% women
- 20% People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people,
- 10% veterans,
- 5% persons with disabilities
- 5% LGBTQ+ Individuals

Metrics: Neamat, LLC Inc. will count the number of individuals hired who are women, minorities, and persons with disabilities. This number will be assessed from the total number of employees to ensure that 50% of all individuals hired fall within this goal.

How we are going to get there:

1. Program 1 - Neamat, LLC Inc. when we need to hire, we will put advertisements on Indeed.com, stating that the facility is specifically looking for women, minorities, and persons with disabilities to hire.
2. Program 2 - Partner with Veterans Inc placement agency in Worcester to offer jobs to qualified individuals. No time, goods, services or monies will be given to Veteran's Inc placement agency.

Measurable Goal #2:

Neamat LLC will give Priority of purchasing goods and services from diverse vendors (People of Color, particularly Black, African American, Hispanic, Latinx and Indigenous people, Women, Veterans, Persons with Disabilities and LGBTQ+ Individuals, including but not limited to:

- Electricians
- Plumbers

- Cleaning Companies
- Office Supply Products
- Marketing and Printing Services
- Financial and Accounting Services
- Security Company

Program: Upon needing a service including, but not limited to the above, we will interview vendors and specifically look for vendors that fall into the following categories:

- 5% women
- 5% People of Color, particularly Black, African American, Hispanic, Latinx, and Indigenous people,
- 5% veterans,
- 5% persons with disabilities
- 5% LGBTQ+ Individuals

Metrics: Neamat LLC will count the number of qualified vendors who are of the above categories, used on a yearly basis. This number will be assessed from the total number of individuals hired to ensure that 5% of qualified vendors fall within this goal.

Attestation:

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

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