



## Massachusetts Cannabis Control Commission

### Marijuana Retailer

#### General Information:

License Number: MR285297  
Original Issued Date: 06/13/2025  
Issued Date: 06/13/2025  
Expiration Date: 06/13/2026

### ABOUT THE MARIJUANA ESTABLISHMENT

Business Legal Name: Peak Collective LLC

Phone Number: 860-309-6053 Email Address: Lynchracing74@gmail.com

Business Address 1: 325 Stockbridge rd Business Address 2:

Business City: Great Barrington Business State: MA Business Zip Code: 01230

Mailing Address 1: 325 Stockbridge Rd Mailing Address 2:

Mailing City: Great Barrington Mailing State: MA Mailing Zip Code: 01230

### CERTIFIED DISADVANTAGED BUSINESS ENTERPRISES (DBES)

Certified Disadvantaged Business Enterprises (DBEs): Not a DBE

### PRIORITY APPLICANT

Priority Applicant: no

Priority Applicant Type: Not a Priority Applicant

Economic Empowerment Applicant Certification Number:

RMD Priority Certification Number:

### RMD INFORMATION

Name of RMD:

Department of Public Health RMD Registration Number:

Operational and Registration Status:

To your knowledge, is the existing RMD certificate of registration in good standing?:

If no, describe the circumstances below:

### PERSONS WITH DIRECT OR INDIRECT AUTHORITY

Person with Direct or Indirect Authority 1

Percentage Of Ownership: 50 Percentage Of Control: 50

Role: Owner / Partner Other Role:

First Name: David Last Name: Ross Suffix:

Gender: Male	User Defined Gender:
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)	
Specify Race or Ethnicity:	

Person with Direct or Indirect Authority 2

Percentage Of Ownership: 10	Percentage Of Control: 10	
Role: Owner / Partner	Other Role:	
First Name: Christopher	Last Name: Lynch	Suffix:
Gender: Male	User Defined Gender:	
What is this person's race or ethnicity?: White (German, Irish, English, Italian, Polish, French)		
Specify Race or Ethnicity:		

Person with Direct or Indirect Authority 3

Percentage Of Ownership: 40	Percentage Of Control: 40	
Role: Owner / Partner	Other Role:	
First Name: George	Last Name: Heck	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: George	Last Name: Heck	Suffix:	
Types of Capital: Monetary/Equity	Other Type of Capital:	Total Value of the Capital Provided: \$400000	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: David	Last Name: Ross	Suffix:
Marijuana Establishment Name: Sama Productions LLC		Business Type: Marijuana Cultivator
Marijuana Establishment City: Sandisfield		Marijuana Establishment State: MA

Individual 2

First Name: David	Last Name: Ross	Suffix:
Marijuana Establishment Name: Sama Productions LLC		Business Type: Marijuana Product Manufacture
Marijuana Establishment City: Sandisfield		Marijuana Establishment State: MA

Individual 3

First Name: George

Last Name: Heck

Suffix:

Marijuana Establishment Name: Sama Productions

Business Type: Marijuana Cultivator

Marijuana Establishment City: Sandisfield

Marijuana Establishment State: MA

Individual 4

First Name: George

Last Name: Heck

Suffix:

Marijuana Establishment Name: Sama Productions LLC

Business Type: Marijuana Product Manufacture

Marijuana Establishment City: Sandisfield

Marijuana Establishment State: MA

MARIJUANA ESTABLISHMENT PROPERTY DETAILS

Establishment Address 1: 325 stockbridge rd

Establishment Address 2:

Establishment City: Great Barrington

Establishment Zip Code: 01230

Approximate square footage of the establishment: 2900

How many abutters does this property have?: 15

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

HOST COMMUNITY INFORMATION

Host Community Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan to Remain Compliant with Local Zoning	PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING.pdf	pdf	67462dafb92cff0008943130	11/26/2024
Community Outreach Meeting Documentation	Attestation (1).pdf	pdf	6758a641790d8600087e051f	12/10/2024
Community Outreach Meeting Documentation	community outreach.png	png	6758a72dd232f700087ef957	12/10/2024
Executed HCA	FE HCA.pdf	pdf	6765e26bb0d0580007619e1e	12/20/2024
Community Outreach Meeting Documentation	berkshireagle_09122024_B04.pdf	pdf	6776d2986c5654000849829e	01/02/2025
Community Outreach Meeting Documentation	Notice posted at town.pdf	pdf	6776d2e56c565400084983fc	01/02/2025
Community Outreach Meeting Documentation	Sign In Sheet.pdf	pdf	6776d35be5a9060008553906	01/02/2025
Community Outreach Meeting Documentation	PROOF OF MAILING TO ABUTTERS 1 OF 2 (1).jpg	jpeg	679bb35faa85921185a1fc64	01/30/2025
Community Outreach Meeting Documentation	PROOF OF MAILING TO ABUTTERS 2 OF 2 (1).jpg	jpeg	679bb373aa85921185a1fc78	01/30/2025

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

POSITIVE IMPACT PLAN

Positive Impact Plan:

Document Category	Document Name	Type	ID	Upload Date
Other	Thanksgiving Angels Documentation.jpg	jpeg	6765d1b1bbe3740008d4091c	12/20/2024
Plan for Positive Impact	POSITIVE IMPACT PLAN_NEW (4).pdf	pdf	67bddf3d541e85345e195c4c	02/25/2025

ADDITIONAL INFORMATION NOTIFICATION

Notification:

INDIVIDUAL BACKGROUND INFORMATION

Individual Background Information 1

Role: Owner / Partner

Other Role:

First Name: Christopher

Last Name: Lynch

Suffix:

RMD Association: RMD Owner

Background Question: no

Individual Background Information 2

Role: Owner / Partner

Other Role:

First Name: David

Last Name: Ross

Suffix:

RMD Association: Not associated with an RMD

Background Question: no

Individual Background Information 3

Role: Owner / Partner

Other Role:

First Name: George

Last Name: Heck

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
Department of Revenue - Certificate of Good standing	DOR Certificate Of Good Standing.pdf	pdf	6757106d790d8600087c27b8	12/09/2024
Articles of Organization	Certificate of Organization.pdf	pdf	6757108ed232f700087d0118	12/09/2024
DUA attestation if no employees	DUA Certificate Of Compliance.pdf	pdf	675715edd232f700087d07fb	12/09/2024
Secretary of Commonwealth - Certificate of Good Standing	Mass SOS COGS.pdf	pdf	677c08da6c565400084cb2be	01/06/2025
Bylaws	Peak Collective LLC Operating Agreement.docx-1.pdf	pdf	677c4871e5a906000858ddf9	01/06/2025

No documents uploaded

Massachusetts Business Identification Number: 001834450

Doing-Business-As Name:

DBA Registration City:

BUSINESS PLAN

Business Plan Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for Liability Insurance	24 25 MA State Letter.pdf	pdf	67571820d232f700087d0eff	12/09/2024

Proposed Timeline	Proposed Timeline for Retail (2).pdf	pdf	6758ab07d232f700087f0561	12/10/2024
Capitalization Table	Capitalization Table for Peak Cannabis Co.pdf	pdf	677c1b096c565400084cda0c	01/06/2025
Business Plan	Peak Cannabis Co Business Plan.pdf	pdf	679bce9107039dd286031430	01/30/2025
Business Plan	Peak Brand & Logo (1).pdf	pdf	679bcf8807039dd286031550	01/30/2025

### OPERATING POLICIES AND PROCEDURES

Policies and Procedures Documentation:

Document Category	Document Name	Type	ID	Upload Date
Plan for obtaining marijuana or marijuana products	PLAN FOR OBTAINING MARIJUANA.pdf	pdf	67588df8790d8600087dc5d8	12/10/2024
Restricting Access to age 21 and older	RESTRICTING ACCESS TO AGE 21 OR OLDER.pdf	pdf	67588e05d232f700087eb978	12/10/2024
Prevention of diversion	PREVENTION OF DIVERSION.pdf	pdf	67588e16d232f700087eb9e0	12/10/2024
Storage of marijuana	STORAGE OF MARIJUANA.pdf	pdf	67588e1fd232f700087eb9f7	12/10/2024
Inventory procedures	INVENTORY PROCEDURES.pdf	pdf	67588e2fd232f700087eba2f	12/10/2024
Quality control and testing	QUALITY CONTROL AND TESTING.pdf	pdf	67588e38d232f700087eba5c	12/10/2024
Dispensing procedures	DISPENSING PROCEDURES.pdf	pdf	67588e3fd232f700087ebaae	12/10/2024
Personnel policies including background checks	PERSONNEL POLICIES.pdf	pdf	67588e49790d8600087dc61c	12/10/2024
Record Keeping procedures	RECORDKEEPING PROCEDURES.pdf	pdf	67588e50790d8600087dc633	12/10/2024
Maintaining of financial records	MAINTENANCE OF FINANCIAL RECORDS.pdf	pdf	67588e57790d8600087dc64a	12/10/2024
Qualifications and training	QUALIFICATIONS AND INTENDED TRAININGS FOR AGENTS.pdf	pdf	67588e68790d8600087dc672	12/10/2024
Energy Compliance Plan	ENERGY EFFICIENCY AND CONSERVATION PLAN.pdf	pdf	67588e6e790d8600087dc6a6	12/10/2024
Security plan	SECURITY PLAN (2) (1).pdf	pdf	67731904e5a9060008531e6f	12/30/2024
Transportation of marijuana	TRANSPORTATION OF MARIJUANA (2).pdf	pdf	67731917e5a9060008531e83	12/30/2024
Security plan	Limited Access Areas Diagram (2).jpg	jpeg	677c40f06c565400084d376e	01/06/2025
Dispensing procedures	Peak Brand & Logo (1).pdf	pdf	679bcfb907039dd2860315e6	01/30/2025
Diversity plan	DIVERSITY PLAN.pdf	pdf	67bddfdcdc92c5a698eb6c14	02/25/2025

### MARIJUANA RETAILER SPECIFIC REQUIREMENTS

No documents uploaded

No documents uploaded

### ATTESTATIONS

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

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

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

I Agree

Notification:

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

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

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

#### ADDITIONAL INFORMATION NOTIFICATION

Notification:

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

No records found

#### COMPLIANCE WITH DIVERSITY PLAN

No records found

#### HOURS OF OPERATION

Monday From: 9:00 AM	Monday To: 7:00 PM
Tuesday From: 9:00 AM	Tuesday To: 7:00 PM
Wednesday From: 9:00 AM	Wednesday To: 7:00 PM
Thursday From: 9:00 AM	Thursday To: 8:00 PM
Friday From: 8:00 AM	Friday To: 8:00 PM
Saturday From: 8:00 AM	Saturday To: 8:00 PM
Sunday From: 8:00 AM	Sunday To: 8:00 PM

# PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING

## Overview

(Peak Cannabis LLC) is proposing a Marijuana Retailer at 325 Stockbridge Rd. Great Barrington, MA 01230. This property is located within a “B-2” Zone.

## TOWN/MUNICIPALITY Zoning Bylaw Status

Great Barrington has a zoning bylaw in place that pertains to Marijuana Retailers. All Marijuana Establishments are subject to Section 7.18 of the Town of Great Barrington Zoning Bylaws. The proposed Marijuana Establishment will require Site Plan Review by the Town Planning Board since it is located in a B-2 Zone. Peak Cannabis Co. has already complied with this requirement and conditional Site Plan approval was issued by the Town Planning Board during a hearing on November 18th, 2024.

## “Peak Cannabis LLC.” Compliance with Great Barrington Zoning Bylaw

1. Peak Cannabis LLC is a proposed Marijuana Retailer whose location has been cleared by the Planning Department as a compliant location – this was required in order to obtain a Host Agreement.
2. Marijuana Retailer is a permitted use of the proposed Site under the applicable B-2 Zone. The proposed Marijuana Establishment is allowed “by right” as a Marijuana Retailer, as the Site does not require any special local zoning permitting.
3. There is not a specific local license required in Great Barrington, aside from compliance with Section 7.18 of the Town of Great Barrington Zoning Bylaws and entering into the Host Community Agreement. Peak Cannabis has secured a Host Community Agreement with the Town of Great Barrington as of
4. There are no K-12 schools within 500 or 200 feet of the proposed Marijuana Establishment. A 200 feet buffer zone is the requirement in Great Barrington.

## PLAN TO REMAIN COMPLIANT WITH LOCAL ZONING IN THE FUTURE:

Peak Cannabis shall comply with all requirements of the Host Community Agreement entered into on November 18th, 2024 with the Town of Great Barrington (“HCA”) including, submission of annual financial statements to the Town, communication with local law enforcement and all other requirements set forth in the HCA.

Peak Cannabis will have a great relationship with the Town; We would work with the Town if there were any proposed changes to local zoning or licensure that would impact our operations. Great Barrington will adhere to all aspects of the zoning bylaw pertaining to operating our Marijuana Retailer.

Peak Cannabis shall also comply with all requirements set forth in Section 7.18 for a Marijuana Establishment of the Town of Great Barrington Zoning Bylaws including use regulations, locational and physical requirements. Peak Cannabis filed an application for Site Plan Review with the Town of Great Barrington Planning Board in accordance with section 7.18.3 of the Zoning Bylaws. The Site Planning Board issued conditional approval on November 18th, 2024. Peak Cannabis will adhere to all conditions therein as required by the Planning Board. Peak Cannabis will operate in compliance with hours of operations allowable by the Town of Great Barrington (between 8am and 11pm).

Peak Cannabis as a Marijuana Establishment shall comply with requirements set forth in 7.18.8 for discontinuation of use and will remove all material, plants, equipment and other paraphernalia in compliance with implementing regulations of the Cannabis Control Commission prior to expiration of its operating license or permit issued by the Commonwealth of Massachusetts or immediately following revocation or voiding of such license or permit.

Peak Cannabis has engaged a team of local professionals to ensure compliance with local laws and the HCA requirements including legal, Kathleen M. McCormick of McCormick, Murtagh & Marcus.



# Community Outreach Meeting Attestation Form

## Instructions

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

## Attestation

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

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



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

a. Date of publication:

b. Name of publication:

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

a. Date notice filed:

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

a. Date notice(s) mailed:

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



Name of applicant:

Name of applicant's authorized representative:

Signature of applicant's authorized representative:



**COMMUNITY OUTREACH PUBLIC  
NOTICE**

Notice is hereby given that Peak Collective, LLC., shall host a Community Outreach Meeting for a proposed Marijuana Establishment on Thursday, October 3, 2024, at 6:00pm at the Fairfield Inn & Suites located at 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Establishment Retailer is anticipated to be located at 325 Stockbridge Road, Great Barrington, MA. There will be an opportunity for the public to ask questions and receive information from representatives of Peak Collective, LLC. Kathleen M. McCormick McCormick, Murtagh & Marcus 390 Main Street, Suite 2 Great Barrington, MA 01230 413-528-0630 Ad# 88286







September 10, 2024

Joshua Risen, Town Clerk  
Town of Great Barrington  
334 Main Street  
Great Barrington, MA 01230

### **COMMUNITY OUTREACH PUBLIC NOTICE**

Notice is hereby given that Peak Collective, LLC., shall host a Community Outreach Meeting for a proposed Marijuana Establishment on Thursday, October 3, 2024, at 6:00pm at the Fairfield Inn & Suites located at 249 Stockbridge Road, Great Barrington, Massachusetts. The proposed Marijuana Establishment Retailer is anticipated to be located at 325 Stockbridge Road, Great Barrington, MA. There will be an opportunity for the public to ask questions and receive information from representatives of Peak Collective, LLC.

GREAT BARRINGTON TOWN CLERK  
SEP 10 2024 PM 3:48

# PEAK COLLECTIVE, LLC

Community Outreach Meeting

October 3, 2024 6:00 p.m.

Fairfield Inn & Suites

249 Stockbridge Road, Great Barrington, MA 01230

Name

Address

Conor Ford	104 Orchard St. Lee, MA
GW Hertz	6574 North St. 7, Coconut Creek FL
Amy Goss	35 Fuller St. Lee, MA
Julie Duprey	30 Fuller St, Lee MA
DAVID ROSS	5509B LAZY river dr, Bend, OR
Chris Lynch	137 West Hill Rd Kusterlitz, NY 12017
Garfield Reed	107 Castle Hill Ave GB
Halcy Schopp	390 Main St, GB, MA

701A 3090 0000 9355 9944

U.S. Postal Service™

Name and Address of Sender

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured
- ☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Article Number	Addressee (Name, Street, City, State & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 9589 0710 5270	P.O. Box 199 Southfield, MA 01259											
1044 3881 06												
2. 9589 0710 5270	894 Mill River Rd New Milford, MA 01234											
1044 3881 13												
3. 9589 0710 5270	214 Barker Road Pittsfield, MA 01201											
1044 3881 20												
4. 9589 0710 5270	100 Stockbridge Rd. Great Barrington, MA 01230											
1044 3881 37												
5. 9589 0710 5270	2994 St. Lawrence W Street St. 34037 0272											
1044 3881 51												
6. 9589 0710 5270	P.O. Box 199 Southfield, MA 01259											
1044 3881 99												
7. 9589 0710 5270	213 Lake Rd Gt. Barrington, MA 01230											
1044 3881 44												
8. 9589 0710 5270	10 Stillwell St Gt. Barrington, MA 01230											
1044 3882 65												

Total Number of Pieces  
Listed by SenderTotal Number of Pieces  
Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse



7036 3090 0000 9355 9944  
U.S. Postal Service™

Name and Address of Sender

Check type of mail or service:

- ☐ Certified  
☐ COD  
☐ Delivery Confirmation  
☐ Express Mail  
☐ Insured  
☐ Recorded Delivery (International)  
☐ Registered  
☐ Return Receipt for Merchandise  
☐ Signature Confirmation

Affix Stamp Here  
(If issued as a  
certificate of mailing,  
or for additional  
copies of this bill)  
Postmark and  
Date of Receipt

Article Number	Address (Name, Street, City, State, & ZIP Code)	Postage	Fee	Handling Charge	Actual Value if Registered	Insured Value	Due Sender if COD	DC Fee	SC Fee	SH Fee	RD Fee	RR Fee
1. 9589 0710 5270 1044 3882 12	6 Stillwell St. Great Barrington, MA 01230											
2. 9589 0710 5270 1044 3882 29	6 Stillwell St. GB, MA 01230											
3. 7021 2720 0000 4591 6916	358 Saw Mill Hill Rd Millis, MA 01946											
4. 7091 2970 0000 1821 1456	276 Stillwell St. GB, MA 01230											
5. 7018 3090 0000 9355 9999	82 Maple Ave GB, MA 01230											
6. 7018 3040 0000 9355 9982	276 Stillwell St. Westport, CT 06880											
7. 7018 0680 0000 4939 1839	P.O. Box 182571 Columbus, OH 43218											
8.												



Total Number of Pieces Listed by Sender

Total Number of Pieces Received at Post Office

Postmaster, Per (Name of receiving employee)

See Privacy Act Statement on Reverse

# POSITIVE IMPACT PLAN

## **Narrative:**

Peak Cannabis Co. LLC acknowledges and supports the Cannabis Control Commission's requirement that each applicant provide information about how it will positively impact areas of disproportionate impact and commits to a Positive Impact Plan that will enable the legalized marijuana industry to have a positive effect for the Commonwealth of Massachusetts and its residents.

Peak Cannabis is located in Great Barrington which is in Berkshire County. Berkshire County has a number of communities, such as Pittsfield and North Adams, and persons that have been disproportionately impacted by the war on drugs.

## **Goals:**

1. Peak Cannabis will give hiring preference to qualified employees from North Adams and Pittsfield. We intend to hire 25% of our work force from North Adams and Pittsfield if possible. We recognize that Pittsfield and North Adams have been affected by the war on drugs. We will first interview those from these areas that have difficulty in obtaining employment after a marijuana-related conviction is on one's record. We Peak Cannabis Co will seek community partnerships with local groups such as Substance Abuse geared non-profits, and their recommended groups who could benefit from these training sessions. Our goal is to prioritize hiring staff that have been directly impacted by the war on drugs.

2. Contribute at least \$5,000 yearly to the Thanksgiving Angels Charity of Pittsfield. A non-profit organization in Pittsfield committed to making sure no family or individual misses out on a home-cooked Thanksgiving meal. We also plan on making other charitable donations to the local community charities/non-profits as the Charitable Fund grows. We will encourage all of our employees to partake in providing their time for these organizations along with the ownership team, while the employees are paid for their time through Peak Cannabis, The goal is to provide at least 40 hours of volunteer time per year to help Thanksgiving Angels of Pittsfield in their efforts to support the community.

3. Peak Cannabis Co is committed to attempting a local internship program with Berkshire Community College in Pittsfield which has disproportionately been affected by the war on drugs. No intern that will be hired will be under the age of 21. We are aware that it is illegal for anyone under the age of 21 and this internship program will only be offered to those with valid identifications proving they are 21 years of age.

**QUANTITATIVE MEASUREMENTS:** To measure the effectiveness of our programs, Peak Cannabis LLC. will do this through:

1. Peak Cannabis will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments. None of the programs, actions, or initiatives listed above will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state law.
2. Response from the event. Conduct on-going community outreach and further develop partner relationships with community groups especially in the hiring of employees from impacted areas such as North Adams and Pittsfield.
3. Perform ongoing evolutions of the programs, their success rates, and community reach. Peak Cannabis LLC acknowledges that the progress or success of its plan must be documented upon renewal; one year from provisional licensure, and each year thereafter. Peak Cannabis Co. will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments. None of the programs, actions, or initiatives listed above will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state law.

*Peak Cannabis LLC acknowledges that the progress or success of its plan must be documented upon renewal; one year from provisional licensure, and each year thereafter. Peak Cannabis Co will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, branding, marketing, and sponsorship practices of marijuana establishments. None of the programs, actions, or initiatives listed above will violate the Commission's regulations with respect to limitations on ownership or control or any other applicable state law.*



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

mass.gov/dor

Letter ID: L0807175584  
Notice Date: November 21, 2024  
Case ID: 0-002-682-021



## CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



PEAK COLLECTIVE LLC  
325 STOCKBRIDGE RD  
GREAT BARRINGTON MA 01230-1356

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

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

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

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

### ***What if I have questions?***

If you have questions, call us at (617) 887-6400, Monday through Friday, 9:00 a.m. to 4:00 p.m.

### ***Visit us online!***

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

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

Edward W. Coyle, Jr., Chief  
Collections Bureau

The Commonwealth of Massachusetts, William Francis Galvin  
Corporations Division

One Ashburton Place - Floor 17, Boston MA 02108-1512 | Phone: 617-727-9640

Certificate of Organization

(General Laws, Chapter 156C, Section 12)

Filing Fee: \$500.00

Identification Number:			001834450	(number will be assigned)		
------------------------	--	--	-----------	---------------------------	--	--

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

PEAK COLLECTIVE LLC

2. The address in the Commonwealth where the records will be maintained:

Number and street: 325 STOCKBRIDGE ROAD

Address 2:

City or town: GREAT BARRINGTON      State: MA      Zip code: 01230

Country: UNITED STATES

3. The general character of business (if the limited liability company is organized to render professional service, this form must be filed by fax, mail or in person):

TO APPLY FOR, AND OPERATE UNDER, A LICENSE GIVEN BY THE CANNABIS CONTROL COMMISSION.

4. The latest date of dissolution, if specified: (mm/dd/yyyy)

5. The name and address of the Resident Agent:

Agent name: KATHLEEN M. MCCORMICK

Number and street: 390 MAIN STREET

Address 2: SUITE 2

City or town: GREAT BARRINGTON      State: MA      Zip code: 01230

I KATHLEEN M. MCCORMICK,

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	Name	Address
MANAGER	DAVID ROSS	55098 LAZY RIVER DRIVE BEND, OR 97707 USA

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

Title	Name	Address

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	Name	Address
REAL PROPERTY	DAVID ROSS	55098 LAZY RIVER DRIVE BEND, OR 97707 USA

9. Additional matters:

10. This certificate is effective at the time and on the date approved by the Division, unless a later effective date not more than ninety (90) days from the date of filing is specified:

Later Effective Date (mm/dd/yyyy):                      Time (HH:MM)

SIGNED UNDER THE PENALTIES OF PERJURY, this 23 Day of August, 2024,

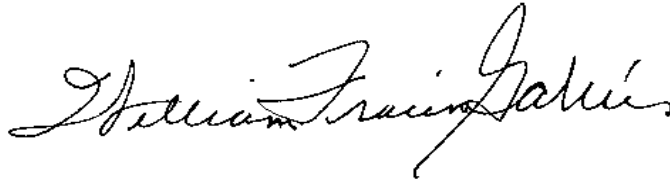
DAVID ROSS

, Signature of Authorized Signatory.

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:

August 23, 2024 10:53 AM

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

WILLIAM FRANCIS GALVIN

*Secretary of the Commonwealth*



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

William Francis Galvin  
Secretary of the  
Commonwealth

November 21, 2024

TO WHOM IT MAY CONCERN:

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

**PEAK COLLECTIVE LLC**

in accordance with the provisions of Massachusetts General Laws Chapter 156C on **August 23, 2024.**

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: **DAVID ROSS**

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

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



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 OF Peak Collective, LLC**

Agreement made this 6th day of January, 2025 by and between G. William Heck of Coconut Creek, Florida, Christopher Lynch of Canaan, Connecticut, and David Ross of Bend, Oregon (collectively, the Members of Peak Collective, LLC pursuant to the Massachusetts Limited Liability Company Act (the "Act"), hereby agree as follows:

The definition of the term "limited liability company" in the Act specifically provides that the limited liability company must have one or more members. A Massachusetts limited liability company is automatically dissolved (subject to a right to continue) if, at any time, it has no members.

1. *Name of LLC:* The name of the LLC is Peak Collective, LLC (the "LLC").
2. *Business of LLC; Purposes:* The general character of the business of the LLC is applying for a license with the Cannabis Control Commission and any other business it may choose to pursue
3. *Management:*
  - A. Subject to the provisions of this Agreement, the overall management and control of the business and affairs of the LLC, as well as all responsibilities not specifically reserved to the Members, shall be vested in the Managers.
  - B. The Managers shall have the authority to administer, conduct and operate the LLC's business subject to majority approval of Members with voting interest on transactions and expenditures over \$10,000. Specifically, but not by way of limitation, the Managers shall be authorized, for and on behalf of the LLC to do the following:
    - (i) to borrow money, to issue evidences of indebtedness and to guarantee the debts of others for whatever purposes they may specify, whether or not related to the LLC or the LLCs assets and, as security therefor, to mortgage, pledge or otherwise encumber the assets of the LLC;
    - (ii) to cause to be paid on or before the due date thereof all amounts due and payable by the LLC to any person or entity;
    - (iii) to employ such agents, employees, managers, accountants, attorneys, consultants and other persons necessary or appropriate to carry out the business and affairs of the LLC, whether or not any such persons so employed are Members or are affiliated or related to any Member; and to pay such fees, expenses, salaries, wages and other compensation to such persons as the Members shall in their sole discretion determine;

(iv) to pay, extend, renew, modify, adjust, submit to arbitration, prosecute, defend or compromise, upon such terms as they may determine and upon such evidence as they may deem sufficient, any obligation, suit, liability, cause of action or claim, including taxes, either in favor of or against the LLC;

(v) to pay any and all fees and to make any and all expenditures that the Members, in their discretion, deem necessary or appropriate in connection with the organization of the LLC, and the carrying out of its obligations and responsibilities under this or any other Agreement;

(vi) to cause the LLC's property to be maintained and operated in a manner that satisfies in all respects the obligations imposed with respect to such maintenance and operation by law, by the MA CCC, by any mortgages encumbering such property from time to time, and by any lease, agreement or rental arrangement pertaining to such property;

(vii) to cause necessary and proper repairs to be made, and supplies necessary for the proper operation, maintenance and repair of the LLCs property to be obtained;

(viii) to lease, sell, finance or refinance all or any portion of the LLC's property; and

(ix) to exercise all powers and authority granted by the Act to Members, except as otherwise specifically provided in this Agreement.

C. G. William Heck, Christopher Lynch, and David Ross are hereby designated as the Managers of the LLC. Any Manager may withdraw or be removed as a Manager of the LLC, and other persons may be added or substituted as Managers, only in the manner specified in Section 3

D. Any Manager may hold an interest in the LLC as a Member, and such person's rights and interest as a Manager shall be distinct and separate from such person's rights and interest as a Member.

E. No payment shall be made by the LLC to any Manager or Member for such Manager or Member's services as a Manager or Member, except as provided in this Agreement. Each Manager shall be entitled to reimbursement from the LLC for all expenses incurred by such Manager in managing and conducting the business and affairs of the LLC. The Managers shall determine which expenses, if any, are allocable to the LLC in a manner that is fair and reasonable to the Manager and the LLC.

F. No Manager may resign from, retire from, abandon or otherwise terminate his, her or its status as a Manager except after 60 days' written notice to all Members. If a Manager has given such notice, such Manager shall not unreasonably withhold his, her or its approval of any proposed new Manager who has the Consent of the other Members.

G. A Manager's status as a Manager may be terminated at any time by unanimous action of the other Members. If the terminated Manager is also a Member, no such termination shall modify such person's rights or obligations as a Member.

H. Additional or substituted Managers may be selected from among the Members (or may be admitted, as both Managers and Members, to the LLC) at any time upon the written approval of, and with such rights, obligations, responsibilities and economic interest as may be approved by the majority approval of the Members.

I. David Ross will maintain full control over operational decisions of the business.

4. *Office of the Limited Liability Company.* The address of the office of the LLC for purposes of Section 5 of the Act is 325 Stockbridge Rd, Great Barrington, MA 01230.

5. *Agent for Service of Process.* The name and address of the resident agent for service of process for the LLC is Kathleen M. McCormick, 390 Main Street, Suite 2, Great Barrington, MA 01230

6. *Members' Names and Business Addresses.* The names and business addresses of the Members are set forth on Schedule A attached hereto.

7. *Term of the LLC.*

A. The term of the LLC commenced September 5th, 2024 upon filing on the date hereof a Certificate of Organization in the Office of the Secretary of State of the Commonwealth of Massachusetts. The term shall continue until the LLC is terminated by agreement of the Members unless earlier dissolved upon the occurrence of an event of dissolution under Section 43 of the Act (subject to the right to continue the LLC contained in Section 7(b) below or pursuant to the Act).

B. The Members may continue the business of the LLC upon the occurrence of any event that constitutes an event of dissolution of an LLC under the Act by electing to do so within 90 days after the occurrence of any such event. Members whose capital contributions to the LLC represent at least a majority of the capital contributions made by all Members shall make any such election.

8. *Capital Contributions, Capital Accounts, and Liability of Members.*

A. Each Member has contributed in cash to the capital of the LLC the amount set forth opposite such Member's name on Schedule A hereto. Any Member may make additional capital contributions if agreed to by all Members.

B. Except as otherwise provided in this Section 8, no Member shall be obligated to contribute any additional capital to the LLC. No interest shall accrue on any contributions to the capital of the LLC, and no Member shall have the right to withdraw or be repaid any capital contributed by it or to receive any other payment in respect of its interest in the LLC, including, without limitation, as a result of the withdrawal or resignation of such Member from the LLC, except as specifically provided in this Agreement.

C. A "Capital Account" shall be maintained for each Member and adjusted in accordance with Regulations under Section 704 of the Internal Revenue Code of 1986, as amended (the "Code"). To the extent consistent with such Regulations, the adjustments to such Capital Accounts shall include the following: (i) there shall be credited to each Member's Capital Account the amount of any cash or the net fair market value of any property actually contributed by such Member to the capital of the LLC and such Member's share of the net profits of the LLC and of any items in the nature of income or gain separately allocated to the Members; and (ii) there shall be charged against each Member's Capital Account the amount of any cash and the net fair market value of any property distributed to such Member and such Member's share of the net losses of the LLC and of any items in the nature of losses or deductions separately allocated to the Members.

D. The liability of the Members for the losses, debts and obligations of the LLC shall be limited to their capital contributions; provided, however, that under applicable law, the Members may under certain circumstances be liable to the LLC to the extent of previous distributions made to them in the event that the LLC does not have sufficient assets to discharge its liabilities. Without limiting the foregoing, (i) no Member, in his/her, their or its capacity as a Member shall have any liability to restore any negative balance in his, her or its Capital Account and (ii) the failure of the LLC to observe any formalities or requirements relating to exercise of its powers or management of its business or affairs under this Agreement or the Act shall not be grounds for imposing personal liability on the Members or Managers for liabilities of the LLC.

9. *Voting Rights.* The Members shall vote on all matters coming to the Members for approval in accordance with their Voting Interests on Schedule B. The following items shall automatically trigger a vote by the Members:

- (a) Capital expenditures over \$10,000.
- (b) Decisions that will impact capital accounts.
- (c) Decisions that will impact company value.

10. *Application of Revenue.* Revenue shall be applied as follows: first to operating expenses, second to one year of operating expenses to be held in reserves, third Members shall elect by majority to reserve revenue for reinvestment, fourth distribute revenue based on percentage of ownership.

12. *Share of Net Profits, Net Losses and Cash Distributions.*

A. During the term of the LLC, the net cash flow, net proceeds of any sale or refinancing of any property of the LLC, and any other distributions of cash or other property of the LLC, shall be allocated among the Members in proportion to their respective ownership percentages. Subject to the foregoing, distributions to the Members shall be made at such times and in such amounts as the Members shall determine.

B. Distributions of net proceeds of liquidation of the LLC (whether of cash or other assets) shall be distributed to all Members with positive Capital Account balances (after such balances have been adjusted to reflect the allocation of net profits or net losses and items thereof through the date of liquidation pursuant to Section 10(f)) in proportion to and to the extent of such positive balances.

C. A Member, regardless of the nature of his or her contribution to the LLC, shall have no right to demand or receive any distribution from the LLC in any form other than cash. The LLC may, at any time, and from time to time, make distributions in kind to the Members. If any assets of the LLC are distributed in kind, such assets shall be distributed on the basis of their fair market value as determined by the Members.

D. Net profits and net losses shall, for both accounting and tax purposes, be net profits and net losses as determined for purposes of adjusting Capital Account balances as provided in Treasury Regulations Section 1.704-1(b)(2)(iv)(b). Net profits and net losses of the LLC shall be allocated among the Members in proportion to their respective capital contributions. For tax purposes, all items of depreciation, gain, loss, deduction or credit shall be determined in accordance with the Treasury Regulations under I.R.C. § 704(b), and, except to the extent otherwise required by the Code, allocated to and among the Members in the same percentages in which the Members share in net profits and net losses.

E. No Member shall have any right to distributions representing his or her membership interest (upon withdrawal or resignation from the LLC or otherwise) except as expressly set forth in this Agreement.

13. *Substitution and Assignment of a Member's Interest; Resignation; Additional Members.*

A. No Member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without the unanimous written consent of all of the other Members, and any purported assignment without such consent shall be null and void and of no effect whatsoever.

B. No member may sell, assign, give, pledge, hypothecate, encumber or otherwise transfer, including, without limitation, any assignment or transfer by operation of law or by order of court, such Member's interest in the LLC or any part thereof, or in all or any part of the assets of the LLC, without first offering the member's interest to the other Members of the LLC.

C. No assignee of the interest of a Member may be substituted as a member of the LLC without the unanimous written consent of all other Members.

A Member may not resign from or otherwise terminate his or her membership in the LLC without the prior approval of all other Members. If at any time a Member is determined by the Cannabis Control Commission to be unfit, their membership shall be suspended, the cause for the CCC determination reviewed and their continued membership voted upon only by the remaining members, with the possibility of the member in violation having their membership terminated for cause. If a Member voluntarily terminates their membership or is terminated by the LLC for cause, the other Members may, by unanimous vote, cease all payments of Return of Contribution and Return and may take any other action deemed necessary, by unanimous vote. For the purposes of this Agreement, "cause" shall be deemed to exist if Member shall have:

- a. Violated the terms of the noncompetition and proprietary information provisions contained in this agreement;
- b. Committed a felony or a crime involving actions damaging to the LLC or any of its members;
- c. Engaged in serious misconduct which is demonstrably injurious to LLC;
- d. Engaged in fraud, theft, embezzlement or dishonesty with respect to LLC; or,
- e. Committed a tort in the performance of Member's duties which is substantially injurious to LLC.

E. Additional Members may be admitted to the LLC if agreed to by all Members.

14. *Non-Compete and Proprietary Information.* The Members agree not to compete (own, operate or work at) any Marijuana Establishment in the Commonwealth of Massachusetts for a period of five (5) years from the date of resignation by Member. After resigning, the Member is prohibited from using any proprietary information owned or created by the LLC.

15. *Miscellaneous.*

A. The Members shall cause the LLC to keep just and true books of account with respect to the operations of the LLC. Such books shall be maintained at the principal place of business of the LLC, or at such other place as the Members shall determine, and all Members, and their duly authorized representatives, shall at all reasonable times have access to such books.

B. Such books shall be kept on the accrual method of accounting or on such other method of accounting as the Members may from time to time determine and shall be closed and balanced as of December 31 each year. The same method of accounting shall be used for both LLC accounting and tax purposes. The fiscal year of the LLC shall be the calendar year.

C. The Members shall cause the LLC to maintain one or more accounts in a bank (or banks), which accounts shall be used for the payment of the expenditures incurred by the Members in connection with the business of the LLC, and in which shall be deposited any and all cash receipts. All such amounts shall be and remain the property of the LLC, and shall be received, held and disbursed by the Managers for the purposes specified in this Agreement.

D. Subject to the restrictions on transfers set forth herein, this Agreement, and each and every provision hereof, shall be binding upon and shall inure to the benefit of the Members, their respective successors, successors in title, heirs and assigns, and each and every successor in interest to any Member, whether such successor acquires such interest by way of gift, purchase, foreclosure or any other method, and each party shall hold such interest subject to all of the terms and provisions of this Agreement.

E. No changes, modification or amendment of this Agreement shall be valid or binding unless such change, modification or amendment shall be in writing and duly executed by all of the Members. Additional investments by Members shall be permitted by unanimous written approval of existing Members.

F. This Agreement and the rights and obligations of the parties hereunder shall be governed by and interpreted, construed and enforced in accordance with the laws of the Commonwealth of Massachusetts.

G. This Agreement may be executed in a number of counterparts, all of which together shall for all purposes constitute one Agreement, binding on all the Members, notwithstanding that all Members have not signed the same counterpart.


H. None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of any Member, or any creditor of the LLC other than a member who is such a creditor of the LLC.

I. The Members hereby agree that no Member or any successor in interest to any Member shall have the right while this Agreement remains in effect to have the property of the LLC partitioned, or to file a complaint or institute any proceeding at law or in equity to have the property of the LLC partitioned, and that each Member, on behalf of himself or herself, his or her successors, representatives, heirs and assigns, hereby waives any such right. It is the intention of the Members that during the term of this Agreement, the rights of the Members and their successors in interest, as among themselves, shall be governed by the terms of this Agreement, and that the right of any Member or successor in interest to assign, transfer, sell or otherwise dispose of his or her interest in the LLC shall be subject to the limitations and restrictions of this Agreement.

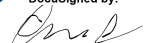
J. Should a Member die or otherwise transfer their ownership, the new owner will only assume the duties of Manager with written approval of all other Members. If approval is denied, fair market value for deceased members shares will be purchased and funds will be distributed to members beneficiary.

K. This Agreement constitutes the full and complete agreement of the parties hereto with respect to the subject matter hereof.


IN WITNESS WHEREOF, the Members have signed and sworn to this Agreement under penalties of perjury as of the date first above written.

DocuSigned by:  
 1/6/2025  
 E86D940EC2CA4B8...

G. William Heck - Member

DocuSigned by:  
 1/6/2025  
 2785EE05C0E24A0...

Christopher Lynch – Member

DocuSigned by:  
 1/6/2025  
 408459B09C31464...

David Ross - Member



Schedule A  
Membership/Capital Contributions

Names/Address	Capital Contributions
David Harlan Ross 55098 Lazy River Drive Bend, OR 97703	\$0
G. William Heck 6574 North State Road 7, #320 Coconut Creek, FL 33073	\$400,000
Christopher Lynch 6 Furnace Hill Road Canaan, CT 06024	\$0

Schedule B  
Voting Interest

Names/Addresses	Voting
David Harlan Ross 55098 Lazy River Drive Bend, OR 97703	50%
G. William Heck 6574 North State Road 7, #320 Coconut Creek, FL 33073	40%
Christopher Lynch 6 Furnace Hill Road Canaan, CT 06024	10%

## Schedule

Names/Addresses	Distribution Percentage
David Harlan Ross 55098 Lazy River Drive Bend, OR 97703	50%
G. William Heck 6574 North State Road 7, #320 Coconut Creek, FL 33073	40%
Christopher Lynch 6 Furnace Hill Road Canaan, CT 06024	10%
Christopher Lynch -10% ownership -2% vested per year based on 3 million per year gross or 15 million whatever comes first -5 year employment agreement	



11/19/2024

Bill Heck  
Peak Collective, LLC  
325 Stockbridge Rd  
Great Barrington, MA 01230

Dear Bill,

Thank you for providing NFP the opportunity to discuss your insurance needs for Peak Collective, LLC.

This will serve to confirm that all MA State and Local requirements will be met and available for Peak Collective, LLC's cannabis insurance coverage at the Great Barrington, MA location.

The applicant will maintain a commercial general liability policy with a limit of not less than One million dollars (\$1,000,000) for each occurrence. If such insurance contains a general aggregate limit, it will be no less than double the occurrence limit. And any other insurance types as needed.

Should you have any questions, please feel free to contact me immediately.

Best regards,

A handwritten signature in black ink that reads 'Jason Kunz' in a cursive script.

Jason Kunz, CIC  
NFP  
PO Box 936  
Chehalis, WA 98532

PO Box 936 / Chehalis, WA 98532 / (360) 748-8855 / NFP.com

Insurance services provided through NFP Property & Casualty Services, Inc., a subsidiary of NFP Corp. (NFP). Doing business in California as NFP Property & Casualty Insurance Services, Inc. (License # 0F15715).

# Peak Collective LLC Business Plan

Category of License: Retail

Prepared for: Cannabis Control Commission

## Peak Collective LLC. Executive Summary

Peak Collective LLC. is a Marijuana Establishment-Retailer at 325 Stockbridge Road in Great Barrington, MA. We are a vertically integrated

### **Our Mission:**

Peak Cannabis LLC. will provide high quality products, affordable pricing, and a large selection of products that are crafted in the Berkshires. With our cultivation site in Sandisfield, we plan to bring a number of Berkshire born products to both the Retail and Wholesale markets in Massachusetts. Our staff and owners are from The Berkshires. All our employees have worked for cannabis companies in the area. Our goal is to provide a consumer experience where the customer is more than just a number but is considered a friend. Our mission is to break down the stigma barrier that cannabis has endured for centuries. Our never-ending commitment to the empowerment of the community through cannabis is what sets us apart from many of the other cannabis stores in the area. Being from The Berkshires, our cannabis retail facility is made by the people, for the people.

### **Location:**

Our 2,900 Square foot retail facility will serve as a representation of the community. We intend to be an industry leader in security, safety and compliance. With a state of the art 24 hour remote security monitoring system, we have the capability to monitor our site closely. We recognize that with our location being close to other businesses within our complex, it is important to not only keep our facility safe but be the best neighbor we can be. It is a privilege that we do not take lightly.

### **Values:**

Peak Collective LLC values the community at large. We are committed to being an ethical establishment using our cannabis knowledge and transparency to not only ensure our customers but also Berkshire County that we are a great addition to a thriving cannabis community. We will ensure that we get our customers involved in their own personal well-being decisions allowing them to make the right choices for their unique needs and applications. By

offering a diverse product line, we can assure the community that there is a product for everyone on our shelves.

## Guiding Practices

We have several guiding practices that we hope to implement and follow to fulfill our mission.

1. **Local partnerships:** Sourcing our cannabis from local growers and micro-farms in order to support other small businesses and sustainable growing practices. We will be allowing local purchases from businesses to be rewarded at the point of sale in our retail. Our goal is to encourage our customers to use other local businesses for their everyday needs.
2. **Affordability:** Peak Cannabis Co. recognizes that rising cannabis prices make the product inaccessible to many of those we actively support. We will commit to prices that are affordable and accessible.
3. **Education:** Our highly trained staff will provide the best service backed by extensive training and product knowledge. Our goal is to provide the community with a safe place to continue their cannabis journey.

**Management:** Our General Manager/Co-Owner Christopher Lynch has been in the cannabis industry in Massachusetts since 2019. His goal has always been to educate customers on cannabis. Starting in retail operations and eventually moving into Director of Wholesale for two very reputable companies in the state, his level of experience is top notch. Growing up in the Berkshires, it has always been a dream of his to own a cannabis store in Great Barrington. He is committed to the Great Barrington community, their employees, and especially those affected by past prohibition of cannabis.

## Products and Services

Our in-store menu will be focused on locally sourced products from the Berkshires. With our farm in Sandisfield producing Flower, Cartridges, Disposable Pens, Solventless Rosin and Live Rosin. Peak Collective LLC. will offer a multitude of products with a focus on Western Massachusetts. Our intention is to highlight the best cannabis from The Berkshires and beyond.

Our budtenders and management staff are some of the most highly educated cannabis consultants in the state. Peak Collective LLC will be at the forefront of customer education and vows to always offer the best training to our staff. Our goal is to provide a first class experience while inside our facility. We will be using a CRM software "FlowHub", to assist both the consumer and cannabis consultant to have the best experience possible. From one on one consultations to education about the plant as a medicine, we intend to bring the best customer experience possible.

## Market Opportunities

The cannabis industry in Great Barrington alone has generated over \$250 Million dollars in gross revenue since its inception of retail cannabis starting January 11th, 2019. As of October 2024, the state recorded total cannabis sales amounting to \$136.26 million, marking a 3.4% month-over-month growth and a significant 20.4% year-over-year growth. There has been a significant increase in sales in other product categories such as vaporized pens, topicals and concentrates. Tinctures being one of the products that we at Peak Cannabis Co. believe are the future of the concentrate industry. With sublingual usage on the rise, these products will continue to show growth as consumers understand their importance. This growth is supported by an average item price of \$19.03, slightly lower than the previous month's \$19.28, suggesting a stable pricing environment that encourages consumer spending.

Despite the slight decrease in average item prices, the total units sold in Massachusetts have seen a substantial increase, indicating a robust consumer demand. The state's cannabis market is not only growing in terms of sales but also in the diversity of products offered, with various categories showing different growth trajectories. The state's retailers reported \$391.2 million in adult-use sales and \$49.8 million in medical cannabis sales during the first quarter of 2024, according to monthly data from the Massachusetts Cannabis Control Commission (CCC). The combined total of \$441 million for the three-month period represents a 4% increase over the first quarter of 2023. Nearly \$154 million in combined sales for March 2024 represents the highest total for that specific month since adult-use sales launched in November 2018.

This comes after licensed retailers sold nearly \$1.8 billion in cannabis in 2023, which represented a 1.8% increase (or \$32 million) over 2022 sales. This growth came despite a shrinking medical market, which represented 12.6% of overall sales in 2023.

<https://www.cannabisbusinesstimes.com/us-states/massachusetts/news/15686764/massachusetts-cannabis-sales-continue-growth-with-record-march-revenue>

<https://www.headset.io/markets/massachusetts>

## Taxes

Adult-Use cannabis is subject to:

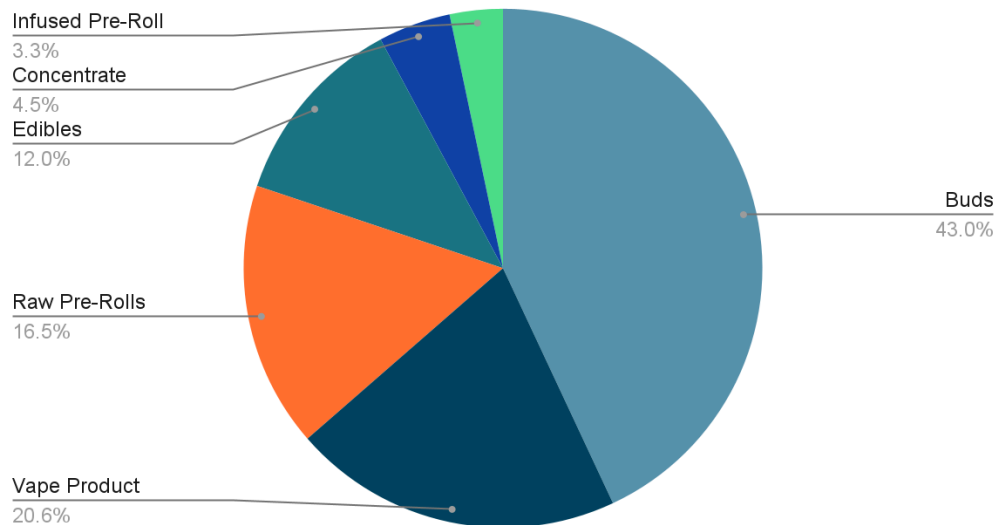
- 6.25% State Sales Tax
- 10.75% State Excise Tax
- Up to 3% local option for cities or towns

## Adult-Use Sales and Product Distribution

The chart below demonstrates total sales distributed between the six most popular products from December 1, 2023 - December 1, 2024 according to figures provided by the Cannabis Control Commission. From January 1, 2024 - December 1, 2024, adult-use marijuana retailers have grossed \$1.5 billion.

As of January 28, 2024, aggregate data recorded in Metrc by Marijuana Retailers and delivery businesses that have commenced operations statewide showed that more than \$5.65 billion in gross sales has been generated. As of December 1, 2024 it has reached \$7.04 billion.

### Total Sales



**Target Demographic** - Great Barrington is home to just over 7000 people, but sees thousands of out-of-town visitors each week. At our location on Stockbridge Rd, traffic data shows that between 20 and 28 thousand cars drive by per day. Our goal is to see up to 400 people on our busiest days, with a daily average of 100 guests. Our target customers are the residents of Great Barrington, as well as the seasonal vacation population, weekend and holiday visitors. Our target demographics are individuals ages 21+, specifically those 25-55 years old. We plan to use our retail location to connect



our customers with local businesses. Proof of a purchase from that day at one of the surrounding retailers in the town will be rewarded at the point of sale. We feel this is a wonderful way to give back to the town.

## SWOT Research

Strengths	Weaknesses	Opportunities	Threats
Years of Industry Experience.	Financial Scrutiny from the IRS	Provide paying jobs to members of our community	Larger companies cornering the remaining market
Strategic Partnerships including vertical integration.	Fulfilling employment requirements mandated by CCC	Cannabis Market is rebounding due to closures. Potential drop in wholesale pricing	Possible changes in cannabis laws.
Highly trained staff with strong ties to our community	Oversaturation of cannabis market	Growing demand for natural cannabis products	Overall Climate of Economy

## Sales Strategy

### Store Location

- The store is well-located at 325 Stockbridge Rd, in one of Great Barrington's busiest streets, and thriving retail sector. We plan to use proven marketing strategies to keep both our vendors and customers happy. With the current relationships we have in the industry, we will be able to provide an experience that others cannot. On-site pop ups, in-store marketing, promotions offered at the point of sale and more will optimize our unique location.

#### Professional Staff

- We will train knowledgeable and friendly staff who will help clients select the best product for their needs. They will go through a rigorous training program that encompasses cannabis science, cannabis products, compliance, customer service, professionalism and more.

#### Product Quality

- Peak Cannabis Co. will offer the best cannabis products to establish its brand and provide the most effective treatment for its clients. We will solicit feedback from our customers to continuously improve product offerings.

#### Referral Networks

- We will work closely with our community and other licensed wholesalers in the state. We will establish a referral network that supports product consistency, brand recognition, and reliable delivery.

#### Pricing

- Peak Cannabis Co. will set its price very competitively. We have a multitude of vendors that we have worked with in the past to provide the best pricing we can. This will be passed onto our customers. Peak Cannabis Co will take into account our cost of goods, operational costs, compliance costs, mark-up and pricing tiers to ensure that there is a product for everyone.

## Operating Plan

#### Proposed Hours of Operation:

**Monday From:** 9:00am

**Monday To:** 7:00pm

**Tuesday From:** 9:00am

**Tuesday To:** 7:00pm

**Wednesday From:** 9:00am

**Wednesday To:** 7:00am

**Thursday From:** 9:00am

**Thursday To:** 8:00am

**Friday From:** 8:00am

**Friday To:** 8:00pm

**Saturday From:** 8:00am

**Saturday To:** 8:00pm

**Sunday From:** 8:00am

**Sunday To:** 8:00pm

## **Location and Building Specifications**

Peak will be a 2,900 square foot facility located within a small plaza known as White House Square complex, which includes various businesses such as restaurants and retail shops. The layout of the dispensary is designed to provide optimal security and operational efficiency, including the following features:

**Entrances & Exits:** The dispensary building will feature a front entrance for all customers, a side door on the sales floor designated as a customer exit, and rear exits exclusively for authorized personnel. To ensure security, all entrances and exits will be monitored by security cameras at all times.

**Controlled Access:** The dispensary will include a small waiting room designed with security and efficiency in mind. A clear glass window separates it from a reception booth, where IDs are checked before granting access to the dispensary. The window is fitted with a small tray at its base, allowing documents to be passed through without direct contact.

**Secure Sales Floor Access:** Entry to the sales floor is granted using a maglock door system controlled by reception staff, ensuring no unauthorized access. All main access doors will require key fobs.

**Enhanced Storage Security:** Areas designated for cannabis storage or handling are fortified with no external doors or windows. These areas are accessible only from within the facility.

## **Customer Access**

Ample on-site parking is available to ensure smooth access for customers without causing any obstruction to nearby traffic. Customers will enter a waiting room connected to the reception booth via a glass window. Access to the sales floor is restricted and granted only through secure doors with no direct visibility into the sales area. Once the customer's ID is verified for the first time, the receptionist presses a discreet buzzer to unlock the door leading to the sales floor. A soft click signals the release of the lock, and the customer is invited into a more welcoming space. The transition is seamless, yet secure, ensuring that only verified patrons gain access. Beyond the door, the atmosphere shifts; warm lighting and carefully arranged displays create a professional yet inviting environment. Friendly staff members are ready to assist, providing a personalized experience while maintaining compliance with regulations. The controlled access system ensures a balance between safety and accessibility.

## **Internal Access-Point Control**

The customer access and movement throughout the facility will be tightly controlled to ensure security and compliance. All main access doors, including those leading to the store and limited access areas, will require either key fobs or electronic passcodes to prevent unauthorized entry. Limited access areas, such as storage or inventory rooms, are strictly off-limits to customers and can only be entered by registered agents with proper credentials. This layered security approach ensures that all areas of the facility are protected, minimizing risks and maintaining operational integrity.

## **Limited Access to Secured Areas and Visitors**

The sales floor is separate from limited-access areas, which are clearly marked with signs and secured by electronic passcodes or maglock door sensors that require key fobs to prevent entry by unauthorized individuals. The signs will state "Do Not Enter - Limited Access Area - Access Limited to Authorized Personnel Only". Access to Limited Access Areas will be restricted to employees, agents, or volunteers specifically permitted by the Marijuana Establishment, agents of the Commission, Commission Delegees, and state and local Law Enforcement Authorities acting within their lawful jurisdictions, police and fire departments, and emergency medical services acting in the course of their official capacity.

Employees of the Marijuana Establishment shall visibly display an employee identification badge issued by the Marijuana Establishment at all times while at the Marijuana Establishment. All outside vendors, contractors, and Visitors will obtain a Visitor Identification Badge prior to entering a Limited Access Area and will be escorted at all times by a Marijuana Establishment Agent authorized to enter the Limited Access Area. The Visitor Identification Badge shall be visibly displayed at all times while the Visitor is in any Limited Access Area. All Visitors will be logged in and out and that log will be available for inspection by the Commission at all times. All Visitor Identification Badges shall be returned to the Marijuana Establishment on exit.

## **Electronic Security System**

The facility will be equipped with a comprehensive security system featuring a sufficient number of high-resolution cameras strategically placed to ensure constant surveillance of all required areas, including:

- All access points such as entrances and exits from both indoor and outdoor vantage points;
- The reception / waiting room;
- The sales floor (including every point-of-sale register);
- Storage or Inventory rooms (including anywhere cannabis will be present or handled);

- Limited access areas;
- Parking Lots
- Areas where cannabis goods are weighed, packed, stored, loaded, or unloaded for transportation, prepared, or moved within the premises; and
- The security room (including the area where the surveillance equipment is stored).

The system will be designed to eliminate blindspots, providing full visibility and enhancing overall safety. The resolution will be sufficient enough to ensure facial recognition of all patrons and agents entering the facility. All footage captured by the cameras will be securely stored for a minimum of 90 days, allowing for thorough review or investigation upon request by the Commission. This robust surveillance setup not only deters potential breaches or diversion but also ensures compliance with regulatory requirements, fostering a safe and transparent environment for both customers and staff.

### **Third-Party Monitoring**

We will operate a professionally monitored robbery and burglary alarm system supplied by a third party company, Amenitek. There will be around the clock monitoring of our building for suspicious activity.

To ensure compliance, the system will be inspected, and all devices tested annually by a qualified alarm vendor. All security system equipment and recordings shall be maintained in a secure location so as to prevent theft, loss, destruction and alterations.

### **Burglary Alarm System**

A perimeter alarm will be installed to monitor all building entry and exit points, as well as perimeter windows. A panic alarm connected to local public safety or Law enforcement Authorities. Panic buttons will be installed at the reception desk, by the point-of-sale stations, and inside the vault.

### **Fire Security**

In addition to surveillance, Amenitek will monitor the facility for fire detection as well to ensure we comply with all local fire code requirements. A comprehensive fire safety plan will be implemented to ensure the protection of employees, customers, and the facility. The dispensary will be equipped with a professionally installed fire alarm system, including smoke detectors and audible alarms which will be monitored 24/7 by a certified central station.

Fire extinguishers will be strategically placed throughout the building, including near high-risk areas such as near electrical panels and storage rooms. Location of extinguishers will also be in compliance with local fire code and will be inspected by the town Fire Marshal. Exit signs and emergency lighting will be installed to ensure safe evacuation routes are clearly marked and illuminated.

All employees will receive annual fire safety training, covering the use of fire extinguishers, evacuation procedures, and emergency response protocols. The dispensary will also conduct regular fire drills to ensure preparedness and compliance with local fire codes.

Additionally, the HVAC system will be equipped with smoke dampers to limit the spread of smoke in the event of a fire, and all combustible materials will be stored in compliance with fire safety regulations. A detailed fire safety plan will be filed with the local fire department and updated as needed to reflect changes in operations or regulations.

**Brand:** Peak Cannabis Co.

**Logo:**



## Peak Brand & Logo

**BRAND:** Peak Cannabis Co.

**LOGO:**



## **RESTRICTING ACCESS TO AGE 21 OR OLDER**

Peak Cannabis Co.

The Peak Cannabis building will include a customer entrance in the front of the building, and a separate customer exit door to ensure customers who have already purchased products do not come into contact with other customers in the waiting area. There will also be separate employee-only entrances and exits. Each of these doors are equipped with commercial grade locks, and all employee access doors will require the use of a keycard with a passcode to unlock the door. All persons including all registered agents, visitors and customers who seek to enter our facility must be 21 years of age or older. All other exterior doors will be locked from the outside and require a keycode or fob key to open.

The customer entrance leads into a secured reception area that does not have cannabis or cannabis products accessible where they will be greeted by a registered agent who will be verifying their ID. The entire process will be captured on our security cameras. Before entering the secured sales room, each customer must wait for his ID to be verified and for them to be checked into our Point-of-Sale system at which point they will be buzzed into the building's sales room.

Once on the sales floor, they will be greeted by one of our registered agents and once again, their IDs will be visually checked by the registered agent. The salesroom will have sales counters, which will only be accessible to employees with a pin code. Display cases will house packaging for our products and accessories, but these will not be accessible to customers without a sales agent's assistance. Besides secure display cases, cannabis and cannabis products will only be behind the locked limited access area.

Agents will be trained on verifying identification and preventing diversion during the required Responsible Vendor Training including:

- Diversion prevention and prevention of sales to minors, including best practices
- How to check identification
- Spotting and confiscating fraudulent identification
- Common mistakes made in identification verification
- Prohibited purchases and practices, including purchases by persons younger than 21 years of age

Upon an individual's entry into the premises of Peak Collective, a registered agent shall immediately inspect their proof of identification and determine the individual's age. An individual will not be admitted onto the premises unless a registered agent of the dispensary has verified that they are 21 years of age or older according to their proof of identification.

Acceptable forms of ID includes but are not limited to the following:

- An unexpired and unaltered U.S. state or District of Columbia driver license.
- An unexpired and unaltered identification card issued by a U.S. state, District of Columbia, Puerto Rico, Guam, Northern Mariana Islands, United States Virgin



Islands, or American Samoa, with photo, name, date of birth, and physical description.

- An unexpired and unaltered ID card issued by a federally recognized Indian tribe with photo, name, and date of birth.
- An unexpired and unaltered passport or passport card.
- An unexpired and unaltered U.S. military ID card.

When an individual reaches the register for point-of-sale, their proof of identification must be once again verified by a registered agent to determine they are above the age of 21 years. The first greeting agent will use dispensary equipment to scan the consumer's identification card for the purpose of verifying authenticity and proof of age.

All visitors entering limited access areas must sign in using The Visitor Log Binder with a valid driver's license / government issued ID / CCC Badge and the Log will list the date, visitor's name, company, type of ID, reason for visiting, visitor badge number, time in / out, and registered agent who will be accompanying them in the facility. The visitor must wear a visitor's badge at all times while on the premises. These visitor sign in sheets will be filed and kept indefinitely.

All employees must complete a background check followed by an agent registration attestation & acknowledgement form. An agent badge issued by the Massachusetts CCC will be issued to each employee. As part of the hiring process, employees must provide valid ID and complete all the agent registration requirements before being hired. Copies of these documents will be kept on file indefinitely.

## **QUALITY CONTROL AND TESTING**

Peak Cannabis Co.

### **Quality Control**

Peak Cannabis Co will strive to provide only the highest quality of products to our consumers and products selected from vendors will reflect these standards. We will select an approved third-party testing laboratory that is certified by the Cannabis Control Commission to test cannabis products for content, contamination, and consistency. We will ensure cannabis and cannabis products will be handled, packaged, labeled, stored, and sold in a safe and sanitary manner. At a minimum, all products shall be:

- Well cured and generally free of seeds and stems;
- Free of dirt, sand, debris, and other foreign matter;
- Free of contamination by mold, rot, other fungus, and bacterial diseases;
- Prepared and handled on food-grade stainless steel tables;
- and Packaged in a secure area. 935 CMR 500.105(3).

### **Sanitary Practices**

All agents working in direct contact with Marijuana or Marijuana Products shall conform to sanitary practices while on duty, including:

- Maintaining adequate personal cleanliness
- Washing hands thoroughly in an adequate hand-washing area before starting work and at any other time when hands may have become soiled or contaminated.

Hand washing facilities will:

- Be located in the Marijuana Establishment.
- Be adequate, convenient, and furnished with running water at a suitable temperature.
- Provide effective hand-cleaning and sanitizing preparations.
- Provide sanitary towels for suitable hand drying.

Waste shall be:

- Properly disposed of to minimize development of odor, potential contamination, or attracting of pests.
- Maintained in an adequate manner pursuant to 935 CMR 500.105(12).

Equipment / Contact Surfaces / Fixtures:

- All contact surfaces, including equipment and utensils, shall be maintained in a clean and sanitary condition.
- Contact surfaces and equipment shall be cleaned / sanitized as frequently as necessary to prevent / protect against contamination using a sanitizing agent registered by the EPA in accordance with labeled instructions.
- There shall be sufficient space for placement of equipment and storage of materials necessary for maintenance of sanitary operations.
- Equipment / utensils shall be cleaned in an area with adequate lighting

Floors / Walls / Ceilings:

- Shall be kept in a manner that is adequately clean and in good repair.

Peak shall provide its employees with adequate, readily accessible toilet facilities that are maintained in a sanitary condition and in good repair.

### **Quality Control Samples**

This section outlines a standardized procedure for creating and managing employee and vendor samples of cannabis products at Sama Productions in compliance with the Code of Massachusetts Regulations (935 CMR) and Cannabis Control Commission (CCC) regulations. This ensures that samples are handled, labeled, and distributed appropriately while adhering to regulatory standards.

Cannabis products may be provided to employees for internal evaluation (R&D), training, or promotional purposes, while complying with 935 CMR 500.120(14). Quality Control Samples provided to employees under this subsection:

- May not be consumed on the licensed Premises;
- May not be sold to another licensee or Consumer; and
- Shall be tested in accordance with 935 CMR 500.160: Testing of Marijuana and Marijuana Products.

All Quality Control Samples provided under 935 CMR 500.130(8): Vendor Samples shall be assigned a unique, sequential alphanumeric identifier and entered into the Seed-to-sale SOR (Metrc) in a form and manner to be determined by the Commission, and further, shall be designated as “Quality Control Sample.”

Quality Control Samples provided under this subsection shall have a legible, firmly Affixed label on which the wording is no less than 1/16 inch in size containing at minimum the following information:

- A statement that reads: “QUALITY CONTROL SAMPLE NOT FOR RESALE”;
- The name and registration number of the Marijuana Product Manufacturer;
- The quantity, net weight, and type of Marijuana flower contained within the package; and
- A unique sequential, alphanumeric identifier assigned to the Production Batch associated with the Quality Control Sample that is traceable in the Seed-to-sale SOR (Metrc).

Upon providing a Quality Control Sample to an Employee, this information shall be recorded:

- The reduction in quantity of the total weight or item count under the unique alphanumeric identifier associated with the Quality Control Sample;
- The date and time the Quality Control Sample was provided to the Employee;
- The agent registration number of the employee receiving the Quality Control Sample; and
- The name of the Employee as it appears on their agent registration card.

### **Testing Procedures**

No Marijuana Product, including Marijuana, may be sold or otherwise marketed for adult use that has not first been tested by Independent Testing Laboratories, except as allowed under 935 CMR 500.000. The product testing shall be deemed to comply with the standards required under 935 CMR 500.160. Potency levels derived from the Cannabinoid Profile, including the amount Δ9-THC and other Cannabinoids, contained within Finished Marijuana or Marijuana Product to be sold or otherwise marketed, shall be recorded in Metrc.

Any Marijuana Product transferred to Peak Collective must arrive with a Certificate of Analysis proving it has confirming proof of compliance and passed testing with no adverse findings. Third party testing will take place based on state regulations to test for quality factors unable to be tested in-house. Batches will be tested accorded to the Cannabis Control Commission with guidelines based on batch size and product type. Third party testing includes:

- Potency of cannabinoids (e.g. THC, CBD) using validated analytical methods.
- Purity of product by testing for contaminants such as pesticides, heavy metals, and residual solvents.
- Microbial testing to screen for the presence of harmful microorganisms including bacteria, yeast, and mold.

Copies of any test results received from other LMEs shall be retained for not less than one year.

## **PERSONNEL POLICIES**

Peak Cannabis Co.

### **a. Code of Ethics**

- i. Introduction - Peak is committed to conducting business in a responsible, transparent, and ethical manner in compliance with the laws and regulations governing the cannabis industry in Massachusetts. This Code of Ethics provides guidelines to ensure that all employees, partners, and stakeholders understand and uphold our values while adhering to the Code of Massachusetts Regulations (935 CMR 500).
- ii. Compliance with Massachusetts Law - Peak strictly adheres to the Massachusetts Cannabis Control Commission regulations (935 CMR 500), ensuring that all business activities comply with the highest legal and ethical standards. All employees are expected to familiarize themselves with these regulations and perform their duties in accordance with state requirements.
- iii. Core Values
  1. Community Impact - We recognize our role within the community and are committed to contributing positively, ensuring our operations align with the community's well-being and Massachusetts' social equity initiatives.
  2. Accountability - We take responsibility for our company's actions, striving to maintain compliance at all times and continuously improve our practices to meet or exceed regulatory requirements.
  3. Integrity - We operate with honesty and transparency in all aspects of our business. We are committed to providing accurate information to regulators, customers, and partners.
  4. Respect - We respect our customers, employees, partners, and the communities we serve. We are committed to fostering an inclusive, supportive, and safe environment for all.
- iv. Regulatory Compliance
  1. Security and Safety - Peak will implement comprehensive security measures to protect both staff and products, as required by 935 CMR 500.110. Employees are responsible for understanding and following all security protocols to ensure compliance.
  2. Prevention of Diversion - We strictly adhere to all 935 CMR 500 regulations to prevent the diversion of cannabis products. This includes, but is not limited to, sales limitations, tracking inventory accurately, and reporting any discrepancies promptly.
  3. Consumer Protection - We are committed to providing safe, high-quality cannabis products and adhering to proper labeling and packaging requirements under 935 CMR 500.150. Employees must ensure that all consumer interactions are honest.
  4. Advertising Restrictions - All advertising and marketing activities must be consistent with 935 CMR 500.105(4). Our advertising must not target

minors, must not make false or misleading statements, and must include required warnings.

5. Employee Training - All employees will undergo regular training to stay informed of regulatory changes, ethical conduct, and safety procedures as outlined by 935 CMR 500.105(2).
- v. Conflict of Interest - Employees must avoid any activities or relationships that create, or appear to create, a conflict of interest. If an employee is unsure whether a situation poses a conflict, they must disclose it to management for review.
- vi. Confidentiality - All employees are expected to maintain confidentiality regarding sensitive company information, including any customer data and business operations, in accordance with state regulations and company policies.
- vii. Social Responsibility and Equity - Peak is committed to supporting Massachusetts' social equity and economic empowerment programs. We will actively work to provide opportunities to individuals and communities disproportionately affected by the War on Drugs, as outlined by 935 CMR 500.101.
- viii. Reporting Ethical Violations - Employees are encouraged to report any violations of this Code of Ethics or regulatory non-compliance. Reports can be made anonymously and without fear of retaliation. Peak will investigate all reported concerns thoroughly and take appropriate action as necessary.
- ix. Conclusion - This Code of Ethics is a cornerstone of our business operations. By adhering to these principles, we ensure that our company not only complies with Massachusetts cannabis regulations, but also contributes positively to the industry, our community, and the well-being of our customers.

## **b. Whistleblower Policy**

- i. Purpose - The purpose of this Whistleblower Policy is to encourage employees, contractors, or other stakeholders of Peak to report concerns about illegal or unethical behavior without fear of retaliation. This policy aims to maintain the integrity and transparency of our operations, ensuring compliance with legal and ethical standards set forth by the CCC, MDAR, OSHA, and regulations set by 935 CMR 500. This policy outlines the steps and protections involved in reporting concerns, ensuring that Peak Collective maintains ethical and legal standards in its operations.
- ii. Scope - This policy applies to all employees, contractors, consultants, and other individuals affiliated with Peak Collective.
- iii. Reporting Channels
  1. Internal Reporting - Employees and stakeholders are encouraged to report concerns directly to their supervisor, manager, or the Human Resources (HR) department.
  2. Anonymous Reporting - Reports can be made anonymously.

- iv. Reporting Process
  - 1. Reports should be made in writing or email, detailing the nature of the concern, relevant facts, and any evidence supporting the claim.
  - 2. Reports can be submitted in person or by email.
- v. Protection Against Retaliation
  - 1. Non-Retaliation Assurance
    - a. Peak Collective prohibits any form of retaliation against individuals who report concerns in good faith. Retaliation includes adverse actions such as dismissal, demotion, harassment, or discrimination.
    - b. Any retaliation against a whistleblower will be met with disciplinary action, up to and including termination of employment.
  - 2. Reporting Retaliation
    - a. If an individual believes they are being retaliated against for reporting a concern, they should report the retaliation through the same channels used for reporting the initial concern. Individuals can also reach out to the CCC, OSHA, or MDAR.
- vi. Investigation and Resolution
  - 1. Investigation Process
    - a. Peak Collective will promptly and thoroughly investigate all reports of illegal or unethical conduct. Investigations will be conducted with discretion and confidentiality, respecting the privacy of all involved.
    - b. The investigation will be led by the HR department, General Manager or an appointed investigative committee.
- vii. Resolution - Following the investigation, the Company will take appropriate corrective action based on the findings. This may include disciplinary measures, changes in policies, or other actions deemed necessary to address the reported issue.
- viii. Confidentiality - All reports and investigations will be handled confidentially to the extent possible. The identity of the whistleblower will be protected unless disclosure is required by law or necessary to conduct a thorough investigation.
- ix. Policy Review - This policy will be reviewed periodically to ensure its effectiveness and compliance with applicable laws and regulations. Revisions will be communicated to all employees and relevant stakeholders.

### **c. Policy for Disability Rights**

- i. Overview - Peak is committed to providing a supportive and inclusive work environment for all employees, including those with disabilities. This policy outlines the rights of persons with disabilities as defined by both Massachusetts state law and federal law, ensuring that all employees are informed of their rights and the resources available to them.

- ii. Rights Under Federal Law - Under the Americans with Disabilities Act (ADA), employees and job applicants with disabilities are entitled to equal opportunities in all aspects of employment. This includes, but is not limited to:
  - 1. Reasonable Accommodations: Employees with disabilities have the right to request reasonable accommodations that enable them to perform the essential functions of their job, unless such accommodations would cause undue hardship to the company.
  - 2. Non-Discrimination: The company is prohibited from discriminating against individuals on the basis of disability in recruitment, hiring, promotion, training, or other terms and conditions of employment.
- iii. Rights Under Massachusetts Law - Massachusetts law also provides strong protections for persons with disabilities, including:
  - 1. Massachusetts Fair Employment Practices Act (Chapter 151B): This state law prohibits discrimination based on disability and requires employers to provide reasonable accommodations, similar to federal requirements.
  - 2. Accessible Work Environment: Massachusetts law ensures that the workplace is accessible and that employees are provided with tools and resources necessary to perform their job effectively.
- iv. Requesting Accommodations - If you require an accommodation to perform your job duties, please contact the General Manager, or Supervisor on staff. The company will work with you to determine appropriate accommodations in line with both state and federal guidelines. All requests will be handled confidentially, and Peak Collective will make every effort to provide appropriate accommodations that support your success in whichever department is of interest.
- v. Protection Against Retaliation - Employees are protected against retaliation for asserting their rights under disability laws. If you believe you have been subject to retaliation or discrimination, please report it to Human Resources or use the company's established complaint procedure.
- vi. Additional Resources
  - 1. Massachusetts Commission Against Discrimination (MCAD): MCAD enforces state anti-discrimination laws and can provide information and support for employees who believe their rights have been violated.
  - 2. Equal Employment Opportunity Commission (EEOC): The EEOC oversees enforcement of the ADA and can provide information on your rights under federal law.
- vii. Commitment to Inclusion - Peak Collective is dedicated to fostering an inclusive workplace culture where every employee, regardless of ability, can thrive. We value diversity and the unique contributions of all team members.
- viii. Details & More Information:  
<https://www.mass.gov/info-details/disability-rights-in-employment#relevant-disability-related-laws-in-employment>



#### **d. Other Personnel Policies**

##### **i. Personnel Records**

1. Personnel records for each registered agent must be maintained for at least twelve months including:
  - a. All materials submitted to the Cannabis Control Commission pursuant to 935 CMR 500.030(2).
  - b. Documentation of verification of references.
  - c. The job description or employment contract that includes duties, authority, responsibilities, qualifications, and supervision.
  - d. Documentation of all required training, including training regarding privacy and confidentiality requirements, and the signed statement of the individual indicating the date, time, and place he or she received the training and topics discussed, including the name and title of the presenters.
  - e. Documentation of periodic performance evaluations.
  - f. All records of any disciplinary actions taken.
  - g. Notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment agents.
  - h. All background check reports which will be obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI).

##### **ii. Background Check Policy**

1. All applicants are required to pass a background check prior to consideration for employment in a manner determined by the Commission.

##### **iii. Required Badges**

###### **1. Agent Badge**

- a. All agents must wear their Cannabis Control Commission issued registration badges at all times while inside the facility.
- b. Agent badges must be worn in a manner where they are visible at all times.
- c. No agent may work in the facility unless they are registered with the Cannabis Control Commission to work under the license.

###### **2. Visitor Badge**

- a. All visitors to enter Limited Access Areas are required to be signed into the Visitor Log and receive a visitor's badge by a registered agent of the facility.
- b. Visitors must have their visitor badge visible at all times while within the facility.

- c. Agents providing access are responsible for properly maintaining the Visitor Log.
    - d. Visitors may not take their badge offsite.
  - 3. Visitor Restrictions
    - a. All visitors must be 21 years or older to enter.
    - b. Visitors entering limited access areas must be approved by a manager to enter.
    - c. All visitors must be accompanied by a registered agent of the facility at all times in limited access areas.
- iv. Prohibited Conduct
  - 1. Committing a fraudulent act or a breach of trust under any circumstances.
  - 2. Falsifying employment records, employment information, or time cards.
  - 3. Carrying firearms or any other dangerous weapons on Company premises at any time.
  - 4. Entering limited access areas without authorized access.
  - 5. Failing to notify a supervisor or manager when unable to report to work, or any unreported absence. Not calling in for missing a shift (no call, no show).
  - 6. Causing, creating, or participating in a disruption of any kind during working hours on Company property.
  - 7. Violating any safety, health, security or Company policy, rule, or procedure.
  - 8. Peak Collective's personnel policies call for the immediate termination of employment of any Marijuana Establishment Agent involved in the diversion of Marijuana, engagement of unsafe practices with regard to operation of the Marijuana Establishment, or has received a guilty conviction for a violation involving drug distribution to a minor.,
  - 9. The Cannabis Control Commission will be notified no more than one business day after an agent ceases to be associated with the establishment.
- v. Confidential Information
  - 1. Any and all information that is considered confidential will be maintained in electronically formatted, password protected documents to which only the COO and specifically designated Officers of the company will be permitted access.
- vi. Alcohol/Drug/Smoke Free Facility
  - 1. All areas of the facility will maintain strict adherence to a complete prohibition regarding alcohol, smoke and drugs at all times.

## **ALCOHOL, SMOKE, AND DRUG-FREE WORKPLACE POLICIES**

Peak is committed to providing a safe and productive work environment for all employees.

**a. Prohibited Activities**

- i. The unlawful manufacture, distribution, dispensation, possession, or use of illegal drugs or controlled substances, including cannabis, on the premises is strictly prohibited.
- ii. The misuse of prescription drugs or over-the-counter medications that impair an employee's ability to perform their job safely and effectively is also prohibited.
- iii. Employees are not allowed to be intoxicated, possess or use illegal drugs or alcohol at the workplace.

**b. Alcohol Use**

- i. The consumption of alcohol during work hours or on company premises, except for authorized company events where alcohol is specifically provided, is prohibited.
- ii. Employees must not report to work under the influence of alcohol.

**c. Employee Assistance**

- i. Peak is committed to assisting employees who may have drug or alcohol problems. Employees are encouraged to seek help through available resources.
- ii. If you or someone you know needs help with a cannabis or other drug problem, call the MA Substance Use Helpline at 800-327-5050.

**d. Compliance**

- i. Compliance with this policy is a condition of employment.
- ii. Violation of this policy may result in disciplinary action, up to and including termination.

**e. Communication and Training**

- i. This policy shall be communicated to all employees upon hire and through regular training sessions.
- ii. Employees are responsible for understanding and adhering to this policy.

**f. Conclusion**

- i. Peak is committed to maintaining a drug-free workplace to ensure the safety, health, and well-being of all employees. We encourage employees to seek assistance when needed and pledge our support in maintaining a workplace that is free from the effects of drug and alcohol abuse.

**g. Policy Review**

- i. This policy will be reviewed periodically and updated as necessary to ensure compliance with applicable laws and reflect the best practices in maintaining a drug-free workplace.

## **WORKPLACE SAFETY**

Workplace safety policies and procedures shall remain consistent with the standards set forth under the Occupational Safety and Health Act of 1970, 29 U.S.C. § 651, et seq., including the general duty clause under 29 U.S.C. § 654, whereby each employer:

1. shall furnish to each of its employees employment and a place of employment which are free from recognized hazards that are causing or are likely to cause death or serious physical harm to its employees;

2. shall comply with occupational safety and health standards promulgated under this act. Each employee shall comply with occupational safety and health standards and all rules, regulations, and orders issued pursuant to 29 U.S.C. § 651, et seq., which are applicable to the employee's own actions and conduct.

**a. Introduction**

- i. This Workplace Safety Plan outlines the essential safety procedures and protocols to be implemented in the dispensary. The primary goal is to ensure the health, safety, and well-being of all employees, customers, and visitors.

**b. General Safety Guidelines**

- i. Employee Training:
  - 1. All employees must undergo comprehensive safety training upon hiring and annually thereafter.
  - 2. Training should cover topics such as:
    - a. Hazard identification and risk assessment
    - b. Fire safety and emergency procedures
    - c. First aid and CPR
    - d. Safe handling and storage of cannabis products
    - e. Security protocols
- ii. Personal Protective Equipment (PPE):
  - 1. Provide appropriate PPE, such as gloves, masks, and safety glasses, to employees who may be exposed to hazardous substances or situations.
  - 2. Ensure PPE is properly fitted, maintained, and used as intended.
- iii. Security Measures:
  - 1. Implement robust security measures to protect employees, customers, and inventory.
  - 2. Use surveillance cameras, security alarms, and secure storage systems.
  - 3. Train employees on security protocols, including how to respond to theft attempts and other security threats.
- iv. Emergency Procedures:
  - 1. Develop and regularly practice emergency evacuation plans.
  - 2. Clearly mark emergency exits and assembly points.
  - 3. Have a designated first aid kit and trained personnel on-site.
  - 4. Establish procedures for handling spills, fires, and other emergencies.
- v. Ergonomics:
  - 1. Promote ergonomic practices to prevent musculoskeletal injuries.
  - 2. Provide ergonomic workstations and equipment.
  - 3. Encourage employees to take regular breaks and stretch.
- vi. Substance Abuse Prevention
  - 1. Implement the existing drug-free workplace policy.
  - 2. Provide employee resources and support to address substance abuse and other personal issues.
- vii. Mental Health Support
  - 1. Offer mental health resources and support services to employees.

2. Encourage open communication and a positive work environment.

**c. Specific Safety Considerations for Cannabis Handling**

- i. Safe Handling and Storage:
  1. Train employees on proper handling and storage techniques to prevent contamination and accidental ingestion.
  2. Store cannabis products in secure, locked containers, away from heat, light, and moisture.
  3. Follow strict inventory control procedures to track product movement.
- ii. Product Labeling and Packaging:
  1. Ensure all cannabis products are accurately labeled with clear information about potency, ingredients, and usage instructions.
  2. Ensure all products are in child-resistant packaging to prevent accidental ingestion.
- iii. Ventilation:
  1. Maintain adequate ventilation to minimize exposure to cannabis fumes and odors.
  2. Use ventilation systems designed to remove contaminants and odors.
- iv. Waste Disposal:
  1. Dispose of cannabis waste in accordance with local regulations and environmental guidelines.
  2. Use secure containers for waste disposal to prevent unauthorized access.

**d. Regular Safety Audits and Inspections**

- i. Conduct regular safety audits and inspections to identify and address potential hazards.
- ii. Document findings and corrective actions.
- iii. Review and update the safety plan as needed.

## **RECORDKEEPING PROCEDURES**

Peak Cannabis Co.

Peak will implement record keeping procedures for the retail establishment to monitor and track all records including but not limited to sales, inventory, personnel, waste disposal, security, visitors, incidents, operating procedures and business records. At all times, all of Peak's records will be available for inspection by the Commission upon request.

### **Recording Sales**

Peak will maintain seed-to-sale tracking records for all marijuana products as required by 935 CMR 500.105(8)(e). Retail establishment sales will be recorded in the Flowhub point-of-sale system, ensuring real-time inventory tracking. Flowhub will integrate with Metrc ensuring that after the point of sale, there shall be a reconciliation of that inventory.

Peak will adopt separate accounting practices at the point of sales for marijuana and marijuana products vs. non-marijuana products. Peak will comply with any requests for information or audit / examination of our point-of-sales system in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.140(5).

### **Inventory Records**

Real-time inventory shall be maintained as specified by the Commission and in 935 CMR 500.105(8)(c) and (d) including, at a minimum, an inventory of all marijuana and marijuana products ready for dispensing as well as all marijuana products that are damaged, defective, expired, or contaminated and awaiting disposal. Inventory records of all marijuana products will be digitally tracked and retained in the seed-to-sale software, Metrc, as well as the point-of-sale software, Flowhub. Written copies of inventory records will also be retained by the establishment in the form of monthly inventory audits and yearly comprehensive inventory audits.

The record of each inventory audit shall include, at a minimum, the date of the inventory, a summary of the inventory findings, and the names, signatures, and titles of the individuals who conducted the inventory. Product receiving records will be kept in the form of transfer manifests. Testing results of all inventory will be maintained in the form of Certificates of Analysis from third-party labs.

### **Personnel Records**

All employee records shall be retained for at least one year following end of agent employment including all records submitted to the CCC pursuant to 935 CMR 500.030(2), documentation or verification of references, documentation of all required training, including training regarding privacy and confidentiality requirements, the signed statement of the individual indicating the date, time, and place he or she received said training and the topics discussed, including the name and title of presenters, documentation of periodic performance evaluations, records of any disciplinary action taken, and notice of completed Responsible Vendor Training Program and in-house training for Marijuana Establishment Agents required under 935 CMR 500.105(2). Peak will maintain records of personnel policies and procedures as well as job descriptions or employee contracts that include duties, authority, responsibilities, qualifications, and

supervision. Peak will also maintain a staffing plan in accordance with 935 CMR 500.105(9)(d) including accessible business hours and guidelines for safe working conditions.

All background check reports obtained in accordance with M.G.L c. 6 § 172, 935 CMR 500.029, 935 CMR 500.030, and 803 CMR 2.00: Criminal Offender Record Information (CORI), will be retained for recordkeeping purposes.

### **Waste Disposal Records**

Waste disposal records will be recorded by registered dispensary agents on a paper log, a digital log, as well as on the seed-to-sale software Metrc. Any destruction or wasting of expired / defective Marijuana Products will be done so under video surveillance of the dispensary's security system and clearly documented. Waste disposal records will be maintained as required under 935 CMR 500.105(12). At least two agents of the Marijuana Establishment must witness and document how the marijuana waste is handled. Peak's waste logs will include the date the material is disposed of, the type and amount of material managed, the manner of disposal or handling, the location of disposal, and the names and signatures of the two agents who witnessed the management of the material. These records will be maintained for at least three years and will be available to The Cannabis Control Commission upon request.

### **Security Records**

A current list of authorized agents and service personnel that have access to the surveillance room as well as logs noting monthly security audits will be available to the Commission upon request. Twenty-four hour recordings from all video cameras will be available for immediate viewing by the Commission upon request and will be retained for at least ninety calendar days.

### **Visitor Records**

All Visitors shall be logged in and out and that log shall be available for inspection by the Commission at all times. The visitor log will include the date, visitor's name, organization / company, the type of ID they are carrying, time in and out, and name of the registered agent who will be escorting the visitor. The visitor log will be available upon request to the Commission at all times.

### **Incident Reports**

Within ten calendar days, Peak will provide written notice to the Commission of any incident described in 935 CMR 500.110(7)(a), by submitting an incident report, detailing the incident, the investigation, the findings, resolution (if any), confirmation that the Police Department and Commission were notified within twenty-four hours of discovering the breach (if applicable), and any other relevant information. Reports and supporting documents, including photos and surveillance video related to a reportable incident, will be maintained by Peak for no less than one year or the duration of an open investigation, whichever is longer. All records involving incident reports will be made available to the Commission and law enforcement authorities upon request.

**Written Operating Procedures**

Written operating procedures as required by 935 CMR 500.105(1) will be maintained by the establishment and updated to reflect any changes to procedures.

**Business Records**

Peak shall retain business records including all assets and liabilities, monetary transactions, books of accounts (journals, ledgers, invoices, supporting documents etc.), sales records records including the quantity, form, and cost of marijuana products, and salary and wages paid to each employee, stipend paid to each board member, and any executive compensation, bonus, benefit, or item of value paid to any individual affiliated with a Marijuana Establishment, including members of the nonprofit corporation, if any.



## **MAINTENANCE OF FINANCIAL RECORDS**

Peak Cannabis Co.

Peak's operating policies and procedures ensure financial records are accurate and will remain compliant with 935 CMR 500.105(9).

All recordkeeping requirements will be followed including keeping written business records in accordance with generally accepted accounting principles which will include manual or computerized records of:

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

All sales recording requirements will be followed according to 935 CMR 500.140(5) including:

- Utilizing a point-of-sale (POS) system approved by the Commission, in consultation with the DOR, and a sales recording module approved by DOR;
- Conducting a monthly analysis of its equipment and sales date, and maintaining records, available to the Commission upon request, that the monthly analysis has been performed;
- Complying with 830 CMR 62C.25.1: Record Retention and DOR Directive 16-1 regarding recordkeeping requirements;
- Adopting separate accounting practices at the point-of-sale for marijuana and marijuana product sales, and non-marijuana sales; and
- Maintaining such records that would allow for the Commission and the DOR to audit and examine the point-of-sale system used in order to ensure compliance with Massachusetts tax laws and 935 CMR 500.

The use of software or other methods to manipulate sales data is strictly prohibited. If it is determined that any software has been installed for the purpose of manipulation or alteration of sales data we will immediately inform the Commission and cooperate in any investigation regarding the incident. Any action directed by the Commission in compliance with 935 CMR 500.105 will be taken.

Additional written business records will be kept, including, but not limited to, records of:

- Compliance with liability insurance coverage or maintenance of escrow requirements under 935 CMR 500.105(10) and all bond or escrow requirements under 935 CMR 500.105(16);

- Fees paid under 935 CMR 500.005 or any other section of the Commission's regulations; and
- Fines or penalties, if any, paid under 935 CMR 500.360 or any other section of the Commission's regulations.

Confidential information will be maintained in a secure location, kept separate from all other records, and will not be disclosed without the written consent of the individual to whom the information applies, or as required under law or pursuant to an order from a court of competent jurisdiction; provided however, the Commission may access this information to carry out its official duties.

Records will be maintained through a software to be able to properly prepare statements as well as reconciliations for municipal, state and federal payments. In the event of audit Peak will be able to produce accurate books in an appropriate time frame for the requesting authority.

Peak will maintain records of books for the entirety of its corporate lifespan. Following closure of Peak, all records will be kept for two years in a location acceptable to the Commission and will be available upon request for inspection.

## **QUALIFICATIONS AND INTENDED TRAININGS FOR AGENTS**

Peak Cannabis Co.

### **Qualifications for Registered Agents**

- Must be 21 years or older.
- Must pass a comprehensive background check in a manner approved by the Cannabis Control Commission.
- Cannot have been convicted of a criminal offense in the Commonwealth involving the distribution of controlled substances to minors, or a like violation of the laws of another state, the United States, or foreign jurisdiction, or a military, territorial, or Native American tribal authority.
- Must be suitable for registration in accordance with 935 CMR 500.800 & 802.
- Must have appropriate experience pertaining to point-of-sale / customer service.

### **Hiring and Onboarding**

Once we select a candidate to be hired, we will extend a job offer with a job description. After all background checks are complete, we will then begin the onboarding process. We will ensure the candidate understands their job descriptions, knows what to expect during their first day, first week, and training phase.

### **Intended Trainings for Agents**

All Peak Collective Agents will complete a total of eight hours of annual training tailored to their job function. A minimum of four hours of training will be dedicated to a Responsible Vendor Training course. The Responsible Vendor Training will comply with the regulations under 935 CMR 500.105(2)(b) and be an approved course by the Cannabis Control Commission. Agents must pass the Responsible Vendor Training course with a test score of 70% within 90 days of hire. As part of the Responsible Vendor program, all agents will receive training on a variety of topics relevant to marijuana establishment operations, including but not limited to the following:

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

- Permitting inspections by state and local licensing and enforcement authorities;
- Licensee responsibilities for activities occurring within licensed premises;
- Maintenance of records and privacy issues; and
- Prohibited purchases and practices.

In addition to Responsible Vendor Training, registered agents will participate in at least four more hours of annual training pertinent to their job description.

Agents responsible for tracking inventory in Metrc will receive Metrc training in a manner approved by the Commission.

Agents responsible for point-of-sale will receive Flowhub Budtender Basic Training as well as hands on register training to ensure thorough knowledge and competency of sales procedure prior to performing job duties.

Agents will read through all applicable facility SOPs prior to commencing job functions to ensure a deep understanding of protocols and company expectations. Comprehension of the company's standard operating procedures will equip agents with knowledge including but not limited to:

- Customer service excellence;
- Compliance;
- Safety and security;
- Health and safety;
- Intake and inventory;
- Waste disposal;
- Dispensary procedures;
- Processing transactions; and
- Sales regulations

### **Retention of Training Records**

All records of agent training will be maintained for a minimum of four years and available for inspection by the Commission upon request.

## **ENERGY EFFICIENCY AND CONSERVATION PLAN**

Peak Cannabis Co.

### **Energy Reduction Goals**

Peak Cannabis Co. has a goal of reducing energy consumption and committing to green practices. Peak intends to identify policies and procedures for energy efficiency and conservation that will include:

- i. Identification of potential energy use reduction opportunities (including but not limited to natural lighting, heat recovery ventilation and energy efficiency measures), and a plan for implementation of such opportunities;
- ii. Consideration of opportunities for renewable energy generation, including, where applicable, submission of building plans showing where energy generators could be placed on site, and an explanation of why the identified opportunities were not pursued, if applicable;
- iii. Strategies to reduce electric demand (such as lighting schedules, active load management and energy storage); and
- iv. Engagement with energy efficiency programs offered pursuant to M.G.L. c. 25 § 21, or through municipal lighting plants.

### **Strategies to Reduce Electric Demand**

Peak is considering the following strategies to reduce electric demand:

- i. Changing the current darkened windows into frosted windows which will maximize the amount of natural daylight that can enter the building without compromising security, reducing the reliance on artificial light during daytime hours;
- ii. Installation of lighting fixtures that are energy efficient and used with LED bulbs; and
- iii. Installation of occupancy sensors in light switching to reduce electrical consumption when rooms are unoccupied.

### **HVAC and Dehumidification Systems**

Peak's Heating Ventilation and Air Condition (HVAC) and dehumidification systems will meet Massachusetts Building Code requirements and all Massachusetts amendments (780 CMR State Building Code), IECC Section C403 or ASHRAE Chapter 6 as applied or incorporated by reference in (780 CMR: State Building Code).

## **Further Opportunities**

Peak will coordinate with its utility companies to explore any energy efficiency options available. Peak plans on engaging with energy efficiency programs offered and will coordinate with municipal officials to identify other potential energy saving programs and initiatives. Peak commits to a periodic review of energy efficiency, as technology in that field evolves rapidly, and new technologies are released to the public consistently. Improvements for energy efficiency purposes is a part of Peak's long-term plan. Peak will continue to evaluate further strategies to reduce electric demand as the need and opportunity for facility upgrades and maintenance arise in the future and the company becomes able to facilitate such changes.

# **Diversity Plan**

## **Peak Cannabis Co**

### **Intent**

Peak Cannabis Co is committed to creating a diverse workforce that does not discriminate based on race, color, religion, gender, national origin, age, disability, gender identity, sexual orientation, military or veteran status, or marital / familial status. It is our belief that the amount of diversity within our company greatly correlates with our potential for success. We seek to utilize ideas and innovations from a variety of backgrounds, cultures, and experiences.

It is our policy to ensure that our Diversity Plan will promote equity, ensuring that everyone is treated the same. Our plan and goal is to empower our employees by respecting what makes them different in a safe, nurturing and positive environment.

### **Purpose**

The purpose of this policy is to outline the responsibilities of the company, the company's management team, and agents to ensure that Peak Cannabis Co is an inclusive company that promotes a discrimination-free and equitable work environment providing opportunities for all employees to use their diverse talents to support the company's mission.

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

### **Goals and Metrics**

#### **Goal 1: Establish Goals for Staff Diversity**

Our goal at Peak Cannabis Co is to recruit and hire a diverse group of employees that values and promotes inclusiveness among the workforce. Our goal will be focused to attract and retain qualified employees who are minorities, women, veterans, people with disabilities; and individuals who are LGBTQ+ and/or identify as a non-normative sexual identity.

We aim to achieve the following individual hiring percentages for these areas of diversity:

50% Female

10% People of Color

10% LGBTQ+ People

10% Veterans

10% Persons with Disabilities

- Recruitment and hiring preference will be offered to individuals who meet the criteria that we have outlined in our goals;
- Job descriptions will be created to be gender neutral;
- Hiring needs will be posted in diverse publications such as a variety of web-based recruitment platforms such as indeed.com.

- We will ensure that all of its employees, including minorities, women, veterans, people with disabilities, and LGBTQ+, are notified of and encouraged to apply for a promotion should a vacancy occur

Job postings will adhere to the requirements set forth in 935 CMR 500.105(4) relative to the permitted and prohibited advertising, brand, marketing, and sponsorship practices of marijuana establishments.

#### Metrics & Evaluation:

- Peak Cannabis Co will assess the demographics of its employees to ensure we are meeting the goals of hiring a diverse staff.
- We will calculate the percentage of employees from diverse populations compared with company, labor market or industry benchmarks.
- We will compare the number of applicants for open positions from diverse populations against the potential pool of applicants from diverse populations or labor market representation.
- We will track interviews of individuals from diverse populations compared with interviews of applicants who are not members of a monitored group.
- If necessary, we will take steps to further increase the level of existing diversity. We will annually assess our progress. At least annually evaluate the then-current process used for recruiting, hiring and retaining staff to determine whether the diversity plan is still effective.

#### Goal 2. Inclusion Awareness Program

Our second goal is to create and maintain a safe, accepting and respectful work environment where every employee, contractor and visitor feels safe, respected, welcome, comfortable, supported and accepted.

- Provide training to all employees regarding inclusion in the workplace including advanced training to managers. The training will be provided through online classes; such as:
  - Addressing Unconscious Bias with Modern Learning  
<https://www.grovo.com/addressing-unconscious-bias>
  - Diversity and inclusion in the workplace  
<https://www.coursera.org/learn/diversity-inclusion-workplace>
  - and Understanding Diversity and Inclusion  
<https://www.futurelearn.com/courses/diversity-inclusion-awareness>
- Ensure all employees complete one diversity and inclusion training upon onboarding and annually thereafter.
- Employees will be asked to fill out annual engagement surveys which will elicit feedback on Peak Cannabis Co's work environment.
- Establish procedures for diversity orientation and annual continuing education for all management and staff.
- Analyze exit surveys, and develop recommendations to improve retention and quality of staff.



- Organize social and networking events each year in an effort to build relationships and increase retention.

#### Metrics & Evaluation:

- We will compile job satisfaction data derived from annual surveys and exit interviews.
- We will keep track of all employee and management training on diversity, inclusion and diversity hiring.
- We will measure the number and subject matter of training held, and track the number of individuals in attendance by retaining signed training acknowledgement documentation.
- Document the number and natures of employment outreach and community events and the individuals that attended, and retain copies of any materials distributed at such events.
- Develop a written plan for continuous improvement.

#### Goal 3. Supplier Diversity

Our third goal is to form relationships with and utilize services from businesses whose diversity goals align with those of our company. Peak will, to the best of our ability, source products from diverse suppliers. We will prioritize working with companies who establish the same goals of promoting equity and diversity in the adult-use marijuana industry.

- Peak Cannabis Co intends to use 25% of its vendor opportunities to suppliers whose owners or employees meet the social equity applicant requirements.
- We will give preference to hiring contractors of diverse backgrounds if possible.
- We will work to identify other methods of attracting business partnerships of those who share our values.
- We will post hiring needs

#### Metrics & Evaluations

- We will measure the percentage of diversity of our business partnerships by asking suppliers, contractors and ancillary services if they would identify themselves as a business that is owned or managed by someone of a minority group.
- We will measure this by calculating the demographics, numbers, amounts and percentages of all third-party suppliers, contractors and Marijuana Industry Partners that we have engaged with and done business with.
- We will utilize opportunities at community events to form such relationships.
- We will continue to monitor these partnerships and identify methods to further complete these goals.

#### **Conclusion & Acknowledgements**

Peak Cannabis Co will conduct regular evaluations of the implementation of our diversity goals and initiatives and will restructure our programs in order to achieve satisfaction of inclusiveness. Annual analysis of our progress will be considered when determining the effectiveness of our actions. Any actions taken to accomplish these goals will comply with the Commission's regulations and local ordinance.

Peak Cannabis Co. is aware, and will adhere to, the requirements set forth in 935 CMR 500.105(4) and 935 CMR 501.105(4) which provides the permitted and prohibited advertising, branding, marketing, and sponsorship practices of every ME and MTC, respectively. 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.